

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Administration

Council Meeting Date: 12/17/2015

Department Contact: John Hamilton

Phone # 5009

Contract or Agreement: Facility Use and Operation Agreement between the City of Huntsville, The Boy...

Document Name: Facility Use and Operation Agreement between the City of Huntsville, The Boys and G...

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

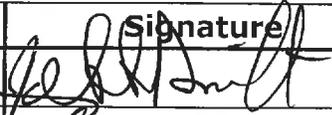
Account Number:

### Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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### Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name: <input type="text"/>
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Department	Signature	Date
1) Originating		12/8/15
2) Legal		12-8-15
3) Finance 		12-9-15
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: \_\_\_\_\_

Meeting Type: Regular

Meeting Date: Dec 17, 2015

Action Requested By: Administration

Agenda Type: Resolution

Subject Matter:

Facility Use and Operation Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Facility Use and Operation Agreement between the City of Huntsville, The Boys and Girls Club of North Alabama, Inc. and Village of Promise, Inc.

**Note: If amendment, Please state title and number of the original**

Item to be considered for: Action

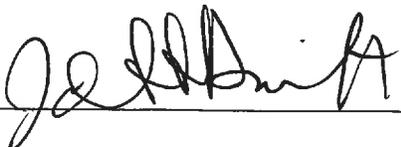
Unanimous Consent Required: \_\_\_\_\_

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: \_\_\_\_\_

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: \_\_\_\_\_

Department Head: 

Date: 12/8/15

**RESOLUTION NO. 15-\_\_\_\_\_**

**WHEREAS** the City Council of the City of Huntsville, Alabama, does hereby declare in accordance with Code of Alabama (1975) that the Mayor be, and he is hereby authorized to enter into a Facility Use and Operation Agreement between the City of Huntsville, The Boys and Girls Club of North Alabama, Inc. and Village of Promise, Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Facility Use and Operation Agreement between the City of Huntsville, The Boys and Girls Club of North Alabama, Inc. and Village of Promise, Inc.," consisting of thirteen (13) pages, including Attachments "A" & "B" and the date of December 17<sup>th</sup>, 2015 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 17th day of December, 2015.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 17th day of December, 2015.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

Facility Use and Operation Agreement  
Between the City of Huntsville, Alabama,  
The Boys and Girls Club of North  
Alabama, Inc., and Village of Promise, Inc.

FACILITY USE AND OPERATION AGREEMENT

This Agreement is made and entered into on the 17th day of December, 2015, by and between the **City of Huntsville**, a municipal corporation in the State of Alabama, hereinafter referred to as the "City," **the Boys and Girls Club of North Alabama, Inc.**, an Alabama non-profit corporation, hereinafter referred to as "B&G" and **Village of Promise, Inc.**, an Alabama non-profit corporation, hereinafter referred to as "VOP". B&G and VOP will sometimes be referred to collectively herein as the "Agencies" and individually as "Agency".

**WITNESSETH:**

**WHEREAS**, City is the owner of a certain premises known as the Cavalry Hill School ("Cavalry Hill"), consisting of a building (the "Building") and related improvements located at 2800 Poplar Avenue, Huntsville, Alabama, 35816. An outline of the said building is shown in the drawing attached hereto and incorporated herein by reference as Attachment "A"; and

**WHEREAS**, the City has recently acquired Cavalry Hill to be used for the provision of services to the surrounding community; and

**WHEREAS**, B&G is a national non-profit organization that serves students in north Alabama with after-school and summer enrichment programs; and

**WHEREAS**, VOP is a local non-profit organization serving families in low income neighborhoods, primarily focusing on early childhood, parenting and family-centric learning; and

**WHEREAS**, the parties desire to enter into this Agreement for both Agencies to operate within designated sections of the Building in order to provide community and youth services to the Huntsville community;

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements contained hereinbelow, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Occupation and Operation of the Center.

(a) B&G shall assume occupancy and control of those portions of the Building designated "B&G" in Attachment "A" and utilize the said space to provide community and youth services. The youth services will include, but not be limited to, the following programs that the Agency currently offers at its current location in Huntsville: Programs encouraging and aiding academic success (Power Hour, Project Learn, and Club Tech), programs to improve character

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, Alabama  
Date: \_\_\_\_\_

and leadership abilities (Youth of the Year, Youth for Unity, Torch Club, and Keystone Club), and programs to promote healthy lifestyles (Triple Play, Smart Moves, Smart Girls, MLB Wanna Play, and Passport to Manhood).

(b) VOP shall assume occupancy and control of those portions of the Building designated "VOP" in Attachment "A". VOP will utilize the said space to provide the following community services to families in the neighborhoods adjacent to Cavalry Hill: Infant University, CDF Freedom School™, and Family Connections.

(c) All remaining space in the Building shall be reserved for use by the City of Huntsville Parks and Recreation Department. The Director of the Parks and Recreation Department (or his/her designee) may authorize the Agencies' use of the gymnasium in the Building; however, the Director (or designee) shall have sole discretion as to when or how often either or both of the agencies shall have use of the gymnasium.

2.0 TERM. The term of this Agreement shall be five (5) years, commencing on January 1, 2016. The parties may mutually consent to renew this Agreement for two additional five-year terms; however, any such renewal(s) must be approved by the Huntsville City Council. If the Council fails to approve any such extension, then this Agreement ends, and the Agencies must vacate the Cavalry Hill premises no later than the end of the then-current term.

3.0 CONSIDERATION. As consideration for the use and occupancy of their respective areas of Cavalry Hill to complete their missions, each Agency will perform the activities described in Section One of this Agreement and will operate and maintain the Center in a manner satisfactory to the City of Huntsville.

4.0 MAINTENANCE OF THE CENTER BY THE AGENCY. The City shall be responsible for the maintenance of the roof, parking area, sidewalks, HVAC, plumbing, wiring and alarm and structural systems of the Center and also for those areas of the Building reserved for City use. Each Agency shall be responsible for all other maintenance of its designated area of the Building, including, but not limited to, janitorial service and routine maintenance.

(a) Neither Agency shall, in any manner, deface or injure the Building and will pay the cost of repairing any damage or injury done to the Building or any part thereof by the Agency or the Agency's employees, agents, contractors or invitees, ordinary wear and tear excepted. Each Agency agrees that it will keep the Building and the fixtures therein in clean, safe, sanitary and good order and condition and will, at the expiration or other termination of the term of this Agreement, remove all goods and effects not the property of City and at the Agency's expense and shall (i) promptly surrender to City possession of its portion of the Building (including keys, locks and any fixtures or other improvements which the Agency hereby acknowledges are owned by the City) in good order and repair (ordinary wear and tear and damage due to casualty or condemnation excepted) and broom clean, (ii) remove therefrom all signs, goods, effects, machinery, furniture, fixtures computer/telephone cabling and equipment used in conducting the Agency's trade or business which is not owned by the City, and (iii) repair any damage caused by such removal. The City has the right to access all sections of the Building (including those provided for the use of each of the Agencies) at reasonable times and in a reasonable manner to

inspect the Building for proper use and maintenance and to perform any functions required by this Agreement.

(b) Neither Agency shall attach any sign to the exterior of the Building unless the design, nature, and content thereof have been approved by the City, which approval shall not be unreasonably withheld. The Agency installing any sign shall at its expense maintain and repair any such sign and may upon the expiration of the term of this or any renewal thereof, removes said signs. All signs shall comply with all applicable laws and ordinances.

(c) All injury to Cavalry Hill caused by moving the property of either Agency into, on, or out of, the Building and all breakage done by either Agency, or the agents, servants, employees and visitors of the Agency, shall be repaired by the responsible Agency, at the expense of the responsible Agency. In the event that the responsible Agency shall fail to do so, then City shall have the right to make such necessary repairs, alterations and replacements (structural, nonstructural or otherwise) and any charge or cost so incurred by City shall be paid by the responsible Agency. This provision shall be construed as an additional remedy granted to City and not in limitation of any other rights and remedies which City has or may have in said circumstances.

(d) All keys to the Building shall be issued solely by the City's Director of General Services, and the Agencies shall not copy any said key without the express written consent of the City. The Director of General Services shall determine how many keys are issued to each agency.

(e) All personal property of the Agencies in the Center shall be at the sole risk of the Agencies. City shall not be liable for any accident to or damage to the personal property of the Agencies resulting from the use or operation of elevators or of the heating, cooling, electrical or plumbing apparatus unless caused by the negligence of City, its employees, agents or contractors. City shall not, in any event, be liable for damages to the personal property resulting from water, steam or other causes unless caused by the negligence of City, its employees, agents or contractors. Each Agency hereby expressly releases the City from any liability incurred or claim by reason of damage to the Agency's personal property, other than any liability incurred or claim by reason of the negligence of City, its employees, agents or contractors.

5.0 UTILITIES. The City will provide utilities to the Center throughout the term of this Agreement.

6.0 ALTERATIONS AND IMPROVEMENTS BY THE AGENCY. No alterations, additions or Improvements to Cavalry Hill, except such as may be otherwise provided for in this Agreement, shall be made without first obtaining City's written consent, and any improvements, additions or alterations requested by either Agency after such consent shall have been given, shall be installed by and under the sole control and supervision of City. All requests for alterations, additions, or improvements shall be accompanied by architectural drawings depicting both the existing and proposed layout or depicting the existing and proposed condition of the alteration, addition, or improvement in question. City agrees to give the requesting Agency a contract price for all approved alterations, additions, or improvements and will endeavor to

complete all work in a timely and workmanlike manner. Any and all fixtures installed, excepting trade fixtures, shall, at City's option, remain on the Cavalry Hill premises as the property of the City, without compensation to the Agency, or, shall be removed therefrom and the Center restored to its original condition at cost of the Agency at the expiration or sooner termination of this Agreement. The Agency shall, at its own cost, repair any damage caused by the removal of trade fixtures restoring the Center to its original condition.

7.0 COOPERATION BETWEEN THE AGENCIES. B&G and VOP agree to work cooperatively and not to duplicate services so that the agencies' roles are complementary. The Agencies' obligations of cooperation are set forth in the Memorandum of Understanding of the Agencies attached hereto and incorporated herein by reference as Attachment "B".

8.0 INSURANCE REQUIREMENTS. During the term of this Agreement, B&G and VOP shall each satisfy the following insurance requirements:

**A. MINIMUM SCOPE OF INSURANCE:**

**1. General Liability:**

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the City's approval.

**Commercial General Liability**

Contractual  
Personal Injury  
Broad Form Property Damage  
No Exclusion for Sexual Misconduct or Molestation

**2. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Waivers of subrogation in favor of the City shall be endorsed to Worker's Compensation coverage.

**B. MINIMUM LIMITS OF INSURANCE:**

**1. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit  
\$ 1,000,000 Each Occurrence

**2. Workers' Compensation:**

As Required by the State of Alabama Statute

**C. OTHER INSURANCE PROVISIONS:**

The policies are to contain, or be endorsed to contain, the following provisions:

**1. General Liability and Automobile Liability Coverage's Only:**

a. The City, its elected and appointed officials, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out of activities performed by or on behalf of the Agency for products used by and completed operations of the Agency or automobiles owned, d, hired or borrowed by the Agency. Additional insured status shall be through ISO Additional Endorsement CG 2011 01 96 or equivalent that is sufficient to provide the coverage required by this Agreement.

b. The Agency's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees, agents and specified volunteers, as their interests may appear as respects: liability arising out of activities performed by or on behalf of the Agency for products used by and completed operations of the Agency; or automobiles owned, d, hired or borrowed by the Agency. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of the Agency's insurance and shall not contribute to it.

c. The Agency's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2. All Coverages:**

a. The Agency is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

**D. ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers with an A. M. Best's rating of no less than **B+ V**.

**E. VERIFICATION OF COVERAGE:**

The City shall be indicated as a Certificate Holder and the Agency shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**F. HOLD HARMLESS AGREEMENT:**

**1. Other Than Professional Liability Exposures:**

The Agency, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the Agency's occupancy and use of Cavalry Hill, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the Agency or any of its consultants, invitees or anyone directly or indirectly employed by it or anyone for whose acts it is legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

9.0 INSPECTIONS OF THE CENTER. City shall have the right to enter all areas of the Building at all reasonable times (but no less than once per year) for purposes of examining the Building for the purpose of discovering any defect or injury to the Building. The Agency shall, upon the discovery of any defect in or injury to the Center or any appurtenance or apparatus connected therewith, or any need of repairs, promptly make the said repair.

10.0 ASSIGNMENT BY AGENCIES. The Agencies covenant and agree not to assign any of their rights or obligations under this Agreement, without the express written consent of the City.

11.0 DEFAULT. In the event either Agency defaults on any of its obligations under this Agreement, the City shall give the defaulting Agency a 30-day period to correct said defaults. If the defaulting Agency, in the City's sole discretion, fails to correct the said defaults, then the City may take any or all of the following actions:

(i) Terminate this Agreement as it relates to the defaulting agency, in which event the defaulting Agency shall immediately surrender its occupation or possession of any portion of Cavalry Hill to the City.

(ii) City may do whatever the Agency is obligated to do by the provisions of this Agreement and may enter the Center without being liable to prosecution or any claim for

damages therefor, in order to accomplish this purpose. The Agency agrees to reimburse City immediately upon demand for any expenses which City may incur in thus effecting compliance with this Agreement on behalf of the Agency.

(iii) Pursue any and all other remedies available to City at law or in equity.

In the event City employs an attorney on account of any violation of any of the terms or conditions of this Agreement by the Agency, the Agency shall pay all expenses incurred including a reasonable attorney's fee.

12.0 SURRENDER. Upon the termination of this Agreement, each Agency shall deliver up its portion of the Building in the same condition as the same was in at the commencement of the term of this Agreement (with the exception of any remodeling or structural changes previously approved by City), reasonable and ordinary wear and tear and damage by fire and other casualty or condemnation excepted. Neither vacating the Building by the Agency, nor the delivery of possession to City, shall be deemed a surrender or an acceptance of surrender of the Agency's interest in Cavalry Hill unless so stipulated in writing by City.

13.0 TERMINATION OF AGREEMENT WITH ONE AGENCY. If this Agreement is terminated with respect to one of the Agencies, then the Agreement between the City and the remaining Agency shall remain in full force and effect unless terminated.

14.0 FIRE, OTHER CASUALTY. If a fire, casualty, or taking renders the Center or any part thereof unfit for use and occupancy as intended in this Agreement, the Agency's obligations under this Agreement shall be reduced to only those that can safely be performed in the Center in its then-existing condition. If a substantial portion of the Center is damaged by fire, casualty or taking, City and the Agency shall each have the right to terminate this Agreement by notice given to the other party at any time within sixty (60) days after the date of such damage, casualty or taking.

15.0 MISCELLANEOUS. The parties hereto further agree as follows:

15.1 The non-enforceability or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

15.2 The paragraph headings contained herein are only for convenience and reference, and are not intended to be part of this Agreement or in any manner to define, limit or describe the scope and intent of this Agreement for the particular paragraph to which they refer.

15.3 (a) Any notice or other communication provided for hereunder will be in writing and may be (i) served by personal delivery, (ii) made by electronic mail or facsimile transmission, or (iii) sent by overnight courier service (with all fees prepaid) to the receiving parties as follows, or to any other address which either party may hereafter designate for itself in writing:

City: City of Huntsville, Alabama  
Post Office Box 308  
Huntsville, Alabama 35804-0308  
Attention: Director of Parks and Recreation

with a copy to: City Attorney's Office  
Post Office Box 308  
Huntsville, Alabama 35804-0308  
Attention: City Attorney

B&G: Boys and Girls Club of North Alabama, Inc.  
Attention: Patrick Wynn  
P.O. Box 73  
Huntsville, Alabama 35804

with a copy to: Dan Aldridge, Esq.  
400 Franklin St SE  
Huntsville, AL 35801

VOP: Dr. Kreslyn Kelley-Ellis  
Executive Director  
Village of Promise, Inc.  
200 Pratt Ave., Ste. B2

If either party hereto changes its address or other contact information for purposes of this Agreement, the party so changing shall give the other party appropriate written notice of change of address in the manner specified above.

15.4 The parties further agree that this Agreement is to be deemed to have been prepared jointly by the parties hereto, after arm's length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against the other party.

15.5 It is expressly understood that this Agreement sets forth the entire agreement of the parties and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, oral or otherwise, and that there is no other agreement between the parties other than that contained herein.

15.6 The parties further agree to sign any and all instruments or documents necessary to carry out the full purpose and intent of this Agreement.

15.7 This Agreement shall be binding upon the parties, and their successors in interest.

15.8 Each party to this Agreement shall be responsible for the payment of all costs, expenses, legal fees and disbursements incurred or to be incurred by it or any of them in negotiating and preparing this Agreement, and all documents required to be delivered pursuant to this Agreement and in otherwise performing the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereunto entered into this on the day first written above.

**THE BOYS AND GIRLS CLUB OF  
NORTH ALABAMA, INC.**  
a non-profit corporation

By: Pat Wynn  
Its: President

**VILLAGE OF PROMISE, INC.**  
a non-profit corporation

By: [Signature]  
Its: Exec. Dir.

**THE CITY OF HUNTSVILLE, ALABAMA**

Attest: \_\_\_\_\_  
Charles E. Hagood  
Its: City Clerk-Treasurer

By: \_\_\_\_\_  
Tommy Battle  
Its: Mayor

STATE OF ALABAMA    )  
COUNTY OF MADISON   )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Tommy Battle and Charles E. Hagood, whose names as Mayor and City-Clerk Treasurer of The City of Huntsville, a municipal corporation are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, in their capacity as such officers, executed the same voluntarily for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Patrick Wynn, whose name as President of the Boys and Girls Club of North Alabama, Inc., a non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, in his or her capacity as such officer, executed the same voluntarily for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 9th day of December, 2015.

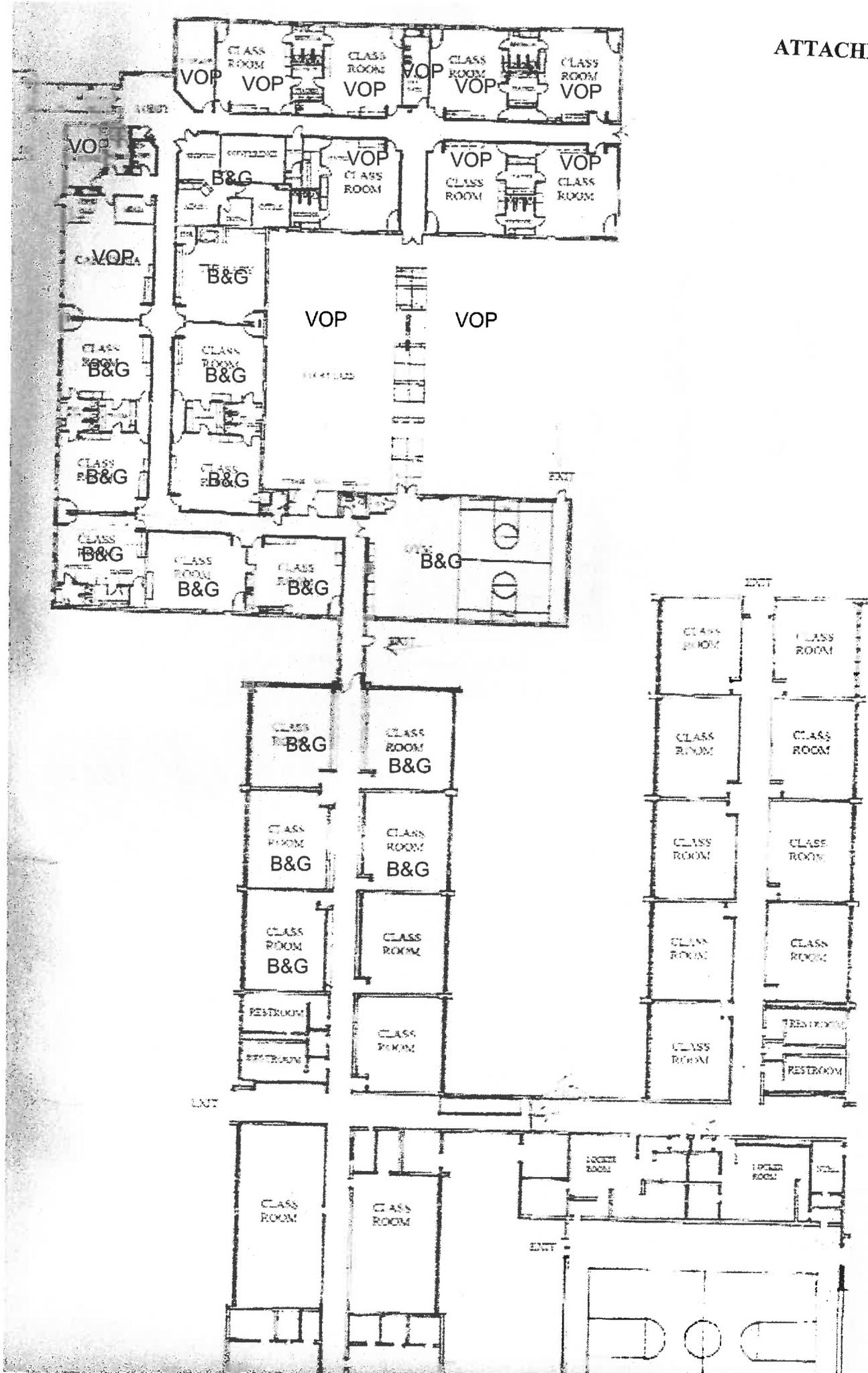
Jennifer Cox  
Notary Public

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Kreshyn Kelley-Ellis, whose name as Executive Director of Village of Promise, Inc., a non-profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s)he, in his or her capacity as such officer, executed the same voluntarily for and as the act of said corporation on the day the same bears day.

GIVEN under my hand and official seal this the 9th day of December, 2015.

Jennifer Cox  
Notary Public



**Memorandum of Understanding**  
**August 24, 2015**  
**Village of Promise and Boys & Girls Club**  
**Cavalry Hills Facility**

Whereas, Village of Promise, is a local non-profit serving families in a chronically poor neighborhood, primarily focusing on early childhood and parenting,

Whereas Boys & Girls Club, is a national non-profit serving students in north Alabama with after-school and summer enrichment, and

Whereas Village of Promise and Boys & Girls Club are not competitive, but complementary in the services they offer, and

Whereas the City of Huntsville is making facility space available to both Village of Promise and Boys & Girls Club, and

Whereas, both organizations will be operating in the same facility,

Now therefore,

We agree that cooperation between both organizations is beneficial to our missions, and the populations we serve. In that spirit, we agree to

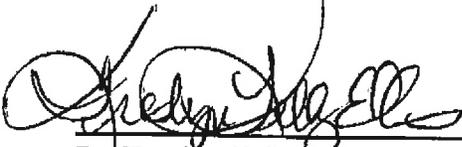
1. Share the facility in a respectful and cooperative manner.
  - a. Village of Promise will use 10 rooms and the courtyard for its administrative management and program delivery, and
  - b. Boys & Girls Club will use 8 rooms and the Lobby Office area for its administrative management, and additional corridor rooms and the small gym for program delivery. (floor plan attached).
  - c. Both organizations will coordinate on lobby modifications.
  - d. Boys & Girls Club will provide some storage space for Village of Promise.
  - e. We will post scheduled activities and communicate frequently about programs such that schedule overlaps are kept to a minimum.
  - f. Both Executive Directors will meet monthly, and more often if necessary to share operational information, shared space needs, and any other information that will be helpful in managing the facility.
  - g. Each organization will determine a contact person for communications.
  - h. Village of Promise will keep noise levels low when transporting families through the shared lobby area.
  - i. Both organizations will greet clients and take messages if the other is unavailable.

- j. Both organizations will follow security procedures for the main entrance and will limit key access, and share a list of key-holders.
- k. Both organizations will jointly develop a lock-down procedure and will jointly participate in lock-down and fire drills.
- l. Boys & Girls Club will install a physical separation between its administrative offices and its program delivery (thereby limiting interaction between students and families of each organization).
- m. Both organizations will cooperate as reasonably necessary with the other's insurance and security requirements.
- n. Both organizations will coordinate on exterior and interior signage for consistency and aesthetics.

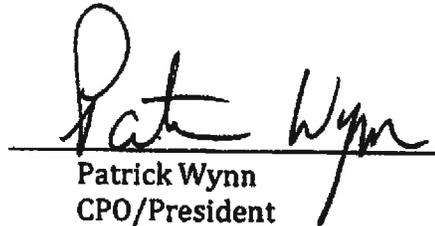
2. Whenever appropriate, both organizations will refer clients to each other's programs.

- a. Both organizations will appropriately refer students to each other's programs.
- b. Both organizations will share program information such that the other organization is aware of upcoming programs.
- c. Both organizations will educate each other so that we can be ambassadors for each other.

Agreed on date: 8-28-15



Dr. Kreslyn Kelley-Ellis  
Executive Director  
Village of Promise



Patrick Wynn  
CPO/President  
Boys & Girls Club