

**Agreement Between  
the Hobart Family YMCA and  
the School City of Hobart**

This agreement made this 3rd day of June, 2021, between the Hobart Family YMCA, an Indiana corporation, hereinafter called the “Contractor” and the School City of Hobart, hereinafter called the “School.”

**Witnesseth:**

**WHEREAS**, the Contractor is an Indiana Corporation organized to provide child care services; and

**WHEREAS**, the Contractor has been awarded the contract to provide an after-school program and before-school program as mandated by State Law I.E. 20-5-2-1.5.

**WHEREAS**, the Contractor has specifically designed such a program entitled, “School Age Child Care Program”,

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants hereinafter set forth, the parties hereby agree as follows:

**Schools:** Joan Martin Elementary School (Base School)  
Liberty Elementary School (Base School)  
Veterans Elementary School @ Mundell (Base School)  
\*\*\*\*\*  
Early Learning Center (Vendor delivers to Base Schools)

**Area:** Designated areas (e.g., classroom, cafeteria, playground, bathroom facilities) approved by building principals. The school principal has the authority, with prior approval of the Superintendent and prior notification to the Hobart Family YMCA to require Contractor to vacate any and all areas when space is needed for school functions. The principal will predetermine a space for relocation.

**Time:** August 1, 2021, through July 31, 2022, renewable for one additional year, based upon satisfactory performance.

In school session: Daily 3:15 p.m. to 6:00 p.m.

The Program will be in session daily and will follow the school’s calendar year. The Program will be offered on scheduled half days (i.e. parent/teacher conferences), but it will not be offered on scheduled vacation/holiday time (i.e. Christmas break).

**Purpose:** To provide a quality, non-discriminatory, safe, after-school child-care program.

**The Contractor and the School Agree to the Following:**

1. The Contractor will perform duties and follow the guidelines as detailed in the Request for Proposals provided by the School City of Hobart and the proposal submitted by the Hobart Family YMCA. The Request for Proposals and the accepted proposal submitted by the Hobart Family YMCA are incorporated into this contract as the principal features defining and governing performance.
2. The Contractor will provide the School City of Hobart with a Certificate of Insurance naming the School as an additional insured, and execute a Hold Harmless Agreement assuming the entire responsibility for the defense of and to pay, indemnify and hold the School City of Hobart harmless from any and all claims, whether allegedly caused by the negligence or fault of the Contractor, the joint negligence or fault of the Contractor and the School City of Hobart, or the sole negligence or fault of the School City of Hobart, arising from any accident occurring during the after-school program.
3. The Contractor will not hold the School City of Hobart liable for any injury to persons or damage to property as consequence of the operation of the child care service.
4. The School will allow access to the buildings and provide support to the program as outlined in the Request for Proposals.

**Authority and Discretion**

Contractor, subject to the School's authority, will be responsible for the child care function and management. It is understood that the Contractor is not part of the school system that it operates as a separate entity at its facility and is subject to state laws and board policy.

**Errors and Omissions**

The Contractor shall be responsible for itself and its on-site directors and employees. The Contractor will not be responsible for the non-performance of any suppliers or vendors in connection with the services rendered.

**Indemnification**

The Contractor expressly agrees to assume the entire responsibility for the defense of, and to pay, indemnify and hold the School City of Hobart harmless

from any and all claims, losses, damage, injury, and liability whether allegedly caused by the negligence or fault of the Contractor and the School City of Hobart, or sole negligence or fault of the School City of Hobart, resulting from, arising out of, or in any way connected with the services to be performed under this agreement.

The School expressly agrees to indemnify and save the Contractor harmless from and against any and all claims, loss, damage, injury, and liability as a result of the negligence of the School's employees.

### **Cancellation of Contract**

Either party to this agreement has the unilateral right to terminate upon the tender of written notice of the other party. Each party shall give the other a minimum of ninety (90) days prior to the proposed termination date.

### **Modification**

This agreement shall not be subject to change, modification, or discharge except by written instrument signed by both the Contractor or the School.

### **Assignment**

This agreement is not assignable by either the Contractor or the School.

### **Governing Law**

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

**Witness** the following signatures and seals.

#### **School City of Hobart**

By \_\_\_\_\_  
Terry D. Butler, President  
Board of School Trustees

#### **Hobart Family YMCA**

By \_\_\_\_\_  
Andrew Zimmer  
Chief Executive Officer

Date: June 3, 2021

Date: \_\_\_\_\_