

COOPERATIVE AGREEMENT BETWEEN

Sarasota County Public Schools, Inc. and Southwest Florida Water Polo Foundation, Inc.

July 1, 2017 – June 30, 2020

This Agreement is entered into this _____ day of _____, 2017, between The School Board of Sarasota County, Florida ("School Board") and the Southwest Florida Water Polo Foundation, Inc. ("Foundation"). In consideration of the mutual promises contained herein, the School Board and the Foundation do agree as follows:

- I. The purpose of this Agreement is to provide Venice High School (VHS) students/athletes with the opportunity to participate in Varsity Boys and Girls Water Polo as a Florida High School Athletic Association (FHSAA) recognized sport beginning in the 2017-2018 school year at VHS, as a pilot program (with the hope, but not the requirement, of expanding to additional schools in Sarasota County), in full compliance with all federal, state, and local laws applicable to Florida public schools, including but not limited to those laws providing for a free public education and requiring equal rights to participation regardless of gender.
- II. As part of this pilot program, VHS will comply with all applicable rules and policies of the National Federation of High Schools (NFHS), the FHSAA, and the School Board.
- III. The initial term of this Agreement will be three (3) years commencing on July 1, 2017. At the end of the initial term, the Agreement may be renewed on an annual basis by mutual agreement of the parties on such terms as they agree in writing. The Agreement may be terminated without cause by either party for all subsequent school years by one party providing the other with written notice by July 1 of any year. In the event the Agreement is terminated by the School Board, the School Board will be required to return to the Foundation only that portion of the Foundation's funds described in paragraph V below that have not previously been expended or encumbered to fulfill the provisions of this Agreement.
- IV. During the term of this Agreement, all financial support for Boys and Girls Water Polo as a varsity sport at VHS is the responsibility of the Foundation. If there is a cost not covered in this Agreement, or which is covered but exceeds the amount described herein for that cost, the Foundation is fully aware that said cost is its responsibility. The School Board will have no financial responsibility for the development and /or implementation of Boys and Girls Water Polo as a FHSAA varsity sport and the School Board will not have any financial responsibility for the Boys and Girls Water Polo program. This provision is not intended to, and will not, preclude the School Board from providing assistance, including the services of School Board employees, or from providing other assistance and services, provided that the School Board will provide such assistance and services at its discretion, and the providing of such services and assistance will not create an obligation to continue doing so.

- V. In order to support the establishment of the three-year pilot Boys and Girls Water Polo program at VHS, the Foundation shall pay to the School Board the sum of \$19,492 payable as follows: \$6,399 on or before January 1, 2018, \$6,399 on or before June 1, 2018, and \$6,694 on or before January 1, 2019. In the event these sums are not provided by the times stated, this Agreement shall terminate and neither party shall owe any further obligations to the other. Funds to be held at VHS in sub-account. Any of the above described monies that are not used by May 1, 2020 shall be returned to the Foundation.
- VI. The sum described in paragraph V is based upon the budgeted costs described on the budget document attached hereto as Exhibit A. The Foundation agrees that if the actual cost for any item included within the budget exceeds the budget estimate, it will pay the School Board for the additional actual cost upon presentation of an invoice.
- VII. In addition to the funds described in paragraph V for the budgeted items, The Foundation agrees to provide the School Board with the following:
- a. Financial funds to pay any unavoidable additional insurance premium borne by the School Board. Cost will be calculated by the School Board on or before 15 December of each year and due to the School Board on or before 15 February of the following calendar year.
 - b. Financial funds to pay all costs associated with FHSAA sanctioning fees.
 - c. Financial funds to pay any fine or any unrecovered expenses that the School Board may incur from FHSAA due to the Foundation defaulting on any of their obligations outlined in this agreement.
 - d. Financial funds to pay any fine by the FHSAA that the Board does not recover, related to the actions of student-athletes, coaches, and spectators at a Boys or Girls Water Polo event.
 - e. When VHS earns the right to compete at district championship and beyond then the Foundation will pay all expenses incurred for said team(s) to compete. The included expenses may be, but are not limited to:
 - i. All travel expenses for said team including: transportation and food.
 - ii. Any expenses associated with competition at the state series.
 - f. Financial funds for any replacement equipment as needed.

Unless otherwise provided herein, all funds provided by the Foundation under this paragraph will be due within 30 days.

- VIII. Home games played as part of the Venice High School Water Polo program will be arranged between the Head Boys and/or Girls Water Polo Coach and the VHS Athletic Director prior to the start of the season.
- IX. All items provided by the Foundation or purchased with the funds provided by the Foundation will be the School Board's property and stored and housed at VHS. In the

event that the Boys and Girls Water Polo program is terminated, not renewed, or otherwise ends, ownership of all equipment, uniforms, and other items paid for or provided to the School Board by the Foundation pursuant to this Agreement will be transferred to the Foundation. In the event of such a transfer, the School Board will not warrant or otherwise guarantee the condition of any equipment or other items.

- X. Gate receipts, concession, and booster revenues produced to support the Boys and Girls Water Polo program will be treated in accordance with and will be subject to any applicable agreement, School Board, and individual school policies and rules. The Foundation will have rights of first refusal, and any other rights conferred upon the Foundation by any applicable contract between VHS and the Foundation, with respect to the operations of concession sales. Gate receipts will be kept by VHS to be used to support the Boys and Girls Water Polo program.
- XI. The Foundation and VHS will jointly select the certified head coach and a certified assistant coach. All coaches must successfully complete a Level 2 background screening as required by 1012.465 F.S. and possess a State of Florida coaching certification. Additionally, all coaches must be First Aid, CPR, and AED certified. All coaches must meet all requirements set forth by the School Board to be paid or a volunteer coach. The Foundation will provide professional development training for all coaches at least once per year, preferably before the start of each spring season.
- XII. The Foundation will collect an annual registration fee not to exceed \$300 per student-athlete after each team has been selected. The Foundation reserves the right to change the registration fee as needed. No student will be denied the opportunity to play water polo as a result of an inability to pay the annual registration fee. The Foundation will ensure that any student who cannot pay the registration fee will either have the fee waived or the student will be given the option to earn the fee through team fundraising opportunities. The Foundation will not collect any funds from student-athletes until the teams have been determined and all collected fees will be held in a sub-account by VHS for use by the VHS Water Polo program. The official date of the start of practice and season start date will be as per the FHSAA regulations.
- XIII. Sarasota County Public Schools will provide:
 - a. Registration with FHSAA for VHS to play FHSAA Varsity Boys and Girls Water Polo.
 - b. Any necessary transportation to regular and post season competition for the Water Polo teams at the Foundation's expense as provided above.
 - c. Assistance for Foundation coaches in obtaining the State of Florida coaching certification. Assistance will consist of professional development classes that will meet most of the requirements for the coaching certification. Additionally, the District will provide professional development training in First Aid, CPR, and AED. Additionally, any Board mandated training for coaches will also be a requirement

of the Water Polo coaches. The Foundation will be responsible for any cost incurred for the certification application.

- d. Statements of all revenues and expenses to VHS Water Polo Boosters upon request.
 - e. Monthly invoices for all expenses upon request.
- XIV. The Foundation will defend, indemnify, and hold harmless the School Board, its officers, employees, and agents from any liability for injury or damage resulting from participation as an athlete, coach, assistant coach, or volunteer in the activities supporting the provision of Boys and Girls Water Polo as a varsity and sub varsity sport in the Sarasota County Public Schools, including during transportation to and from such event. The Foundation shall not be responsible for any negligence, strict liability, or other tort committed by The School Board, its employees, and/or agents. The Foundation will pay all costs for legal services incurred in defense of such litigation. The Foundation will obtain general liability insurance with minimum limits of \$1,000,000 aggregate. The insurer must have a Best's Rating of A- or better and a Financial Size Category of VI or better. The insurer must have a Best's Rating of A- or better and a Financial Size Category of VI or better. The Foundation shall present proof of such insurance through the submission of a certificate of insurance naming the School Board of Sarasota County, its members, officers, employees, and agents as additional insured. The certificate will be submitted annually to VHS Athletic Department. Nothing contained herein is intended to waive any sovereign immunity to which the School board may be entitled. The indemnity provision contained in the paragraph will survive termination of this Agreement.
- XV. The Foundation shall contribute, if necessary, the financial portion of the Sarasota County School Board Blanket Accident Insurance Policy specific to the addition of the athletic offering. The financial contribution will be for Girl's and Boy's teams.
- XVI. The parties will discuss and attempt to informally resolve any and all controversies or claims arising out of or relating to this agreement, or of an alleged breach of it. The parties agree that before either may institute legal proceedings, they must first mediate any dispute between them.

REPRESENTATIVES OF THE PARTIES

Each agency specifies by position the persons who have primary responsibility for implementing and signing the Agreement.

This Agreement is hereby reviewed and approved.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

Sign: _____ Date : _____

Print name: Caroline Zucker

School Board Chair

Approved for Legal Content

August 1, 2017, by Matthews, Eastmoore,

Hardy, Crauwels & Garcia, Attorneys for

The School Board of Sarasota County, Florida

Signed: ASH

SOUTHWEST FLORIDA WATER POLO FOUNDATION, INC.

Sign _____ Date: _____

Print Name: _____

President, Southwest Florida Water Polo Foundation, Inc.