

COOPERATIVE AGREEMENT BETWEEN
Sarasota County Public Schools, Inc. and SRQLAX, Inc.
August 1, 2015 – June 30, 2018

This Agreement is entered into on this _____ day of _____, 2015, between The School Board of Sarasota County, Florida (herein, "School Board") and the SRQLAX, Inc. In consideration of the mutual promises contained herein, the School Board and SRQLAX do agree as follows:

- I. The purpose of this agreement is to provide Riverview High School (RHS) students/athletes with the opportunity to participate in lacrosse as a Florida High School Athletic Association (FHSAA) sanctioned sport beginning in 2016 at RHS as a pilot program (with the hope, but not the requirement, of expanding to additional schools in Sarasota County as need arises) 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, RHS will comply with all applicable rules and policies of the National Federation of High Schools (NFHS), the Florida High School Athletic Association and the School Board.
- III. The initial term of this Agreement will be three (3) years commencing on July 1, 2015. 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 by either party for all subsequent school years by one party providing the other with written notice by July 1st of any year. In the event the Agreement is terminated by the School Board, the School Board will be required to return to SRQLAX only that portion of the funds described in paragraph V below that has not previously been expended or encumbered to fulfill the provisions of this Agreement.
- IV. During the term of this agreement, all financial support for lacrosse as a varsity sport in the Sarasota County Public Schools is the responsibility of SRQLAX. If there is a cost not covered in this agreement, or which is covered but exceeds the amount described herein for that cost, SRQLAX is fully aware that said cost is their responsibility. The School Board will have no financial responsibility for the development and/or implementation of lacrosse as a FHSAA varsity sport and the School Board will not have any financial responsibility for the lacrosse 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 lacrosse program at RHS, SRQLAX shall pay to the School Board the sum of \$100,000, payable as follows: \$50,000 on or before October 1, 2015, and \$50,000 on or before December 1, 2015. 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.
- VI. The sum described in paragraph V is based upon the budgeted costs described on the budget document attached hereto as Exhibit A. SRQLAX 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 budgeted items, SRQLAX agrees to provide the School Board with the following:
- a) All necessary nets for use for both RHS lacrosse teams;
 - b) 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 December 15th of each year and due to the School Board on or before February 15th of the same school year.
 - c) Financial funds to pay all cost associated with FHSAA sanctioning fees.
 - d) Financial funds to pay any fine or any unrecovered expenses that the School Board may incur from FHSAA due to SRQLAX defaulting on any of their obligations outlined in this agreement.
 - e) 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 lacrosse event.
 - f) When RHS earns the right to compete at district and beyond then SRQLAX will pay all expenses incurred for said team(s) to compete. The expenses include but are not limited to:
 - i. All travel expenses for said team including: transportation and food.
 - ii. Any expenses associated with competition at state series.
 - g) Financial funds for any replacement uniforms and equipment as needed.
 - h) Helmets will be reconditioned/recertified each year.

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

- VIII. Home games played as part of the lacrosse program will be arranged between the Head Lacrosse Coach and the RHS Athletic Director prior to start of season.
- IX. All items provided by SRQLAX or purchased with the funds provided by SRQLAX will be the School Board's property and stored and housed at RHS. In the event that the lacrosse program is terminated, not renewed or otherwise ends, ownership to all equipment, uniforms and other items paid for or provided to the School Board by SRQLAX pursuant to this Agreement will be transferred to SRQLAX. In the event of such a transfer, the School Board will not warrant or otherwise guarantee the condition of any equipment, uniform or other items.
- X. Gate receipts, concession and booster revenues produced to support the lacrosse program will be treated in accordance with and will be subject to any applicable agreement, School Board and individual school policies and rules. The RHS lacrosse booster club will have the rights of first refusal, and any other rights conferred upon the booster club by any applicable contract between the high school and the booster club, with respect to the operations of concession sales. Gate receipts will be kept by RHS to be used to support the lacrosse program.
- XI. SRQLAX and RHS 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 a paid or a volunteer coach. SRQLAX will provide professional development training for all coaches at least once per year, preferably before the start of each spring season.
- XII. SRQLAX will collect an annual registration fee of \$395 per student-athlete after each team has been selected. SRQLAX reserves the right to change the registration fee as needed. Any such change must be approved by the Principal of RHS. No student will be denied the opportunity to play lacrosse as a result of an inability to pay the annual registration fee. SRQLAX will insure that all students who cannot pay the registration fee will either have the fee waived or the students will be given the opportunity to earn the fee through team fundraising opportunities. SRQLAX will not collect any funds from student-athletes until the teams have been determined. Teams will not practice until after the official start date for lacrosse. That start date is set by the FHSAA. SRQLAX agrees funds it raises through fundraising activities on the grounds of the RHS campus or with the assistance and support of RHS or the School Board, will be used by SRQLAX for the purpose of funding its financial obligations under this contract.

- XIII. Sarasota County Public School will provide:
- a. Registration with FHSAA for RHS to play FHSAA Varsity Lacrosse.
 - b. Any necessary transportation to regular and post season competition for lacrosse teams at SRQLAX expense as provided above.
 - c. Assistance for SRQLAX coaches in obtaining the state of Florida coaching certification. Assistance will consist of professional development classes that will meet most of the requirements for coaching certification. Additionally, the District will provide professional development training in First Aid, CPR and AED. Additionally, any Board mandated training for coaches will a requirement of lacrosse coaches. SRQLAX COACHES WILL BE RESPONSIBLE FOR ANY COST INCURRED FOR THE CERTIFICATION APPLICATION.
 - d. Provide access for students/athletes to school based first responders.
 - e. Specifications for all uniforms, equipment and supplies.
 - f. Head coaches at the cost of SRQLAX.
 - g. Game personnel for all contests.
 - h. Statements of all revenues and expenses to SRQLAX upon request.
 - i. Monthly invoices for all expenses upon request.
- XIV. SRQLAX 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 lacrosse as a varsity and sub varsity sport in the Sarasota County Public Schools including transportation to and from such events. SRQLAX shall not be responsible for any negligence, strict liability, or other tort committed by The School Board, its employees and/or agents. SRQLAX will pay all costs for legal services incurred in defense of such litigation. SRQLAX will obtain general liability insurance with minimum limits of one million dollars (\$1,000,000) per occurrence/one million dollars (\$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. SRQLAX 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 must be submitted by September 1st each year.

Nothing contained herein is intended to waive any sovereign immunity to which the School Board may be entitled. The indemnity provision contained in this paragraph will survive termination of the Agreement.

- XV. 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 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.

Frank Kovach,
School Board Chair

Date

Approved for Legal Content
May 18, 2015, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

President of SRQLAX

Date