

## **COOPERATIVE AGREEMENT BETWEEN**

The School Board of Sarasota County, Florida and Venice Touchdown Club, Inc.

July 1, 2017- June 30, 2020

This Agreement is entered into this 20<sup>th</sup> day of June, 2017, between The School Board of Sarasota County, Florida (herein, "School Board") and the Venice Touchdown Club, Inc. (the "Touchdown Club") In consideration of the mutual promises contained herein, the School Board and the Touchdown Club, Inc. 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 Girls Flag Football as a Florida High School Athletic Association (FHSAA) sanctioned sport beginning in 2017 at VHS 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, VHS will comply with all applicable rules and policies if 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, 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 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 Touchdown Club only that portion of the Touchdown Club 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 the Girls Flag Football as a varsity sport at VHS is the responsibility of Touchdown Club. If there is a cost not covered in this agreement, or which is covered but exceeds the amount described herein for that cost, Touchdown Club is fully aware that said cost is its responsibility. The School Board will have no financial responsibility for the development and/ or implementation of Girls Flag Football as a FHSAA varsity sport and the School Board will not have any financial responsibility for the Girls Flag Football 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 Girls Flag Football program at VHS, Touchdown Club shall pay to the School Board the sum of \$21,000, payable as follows: \$7,000 on or before July, 1, 2017; \$7,000 on or before January 1, 2018; and \$7,000 on or before May 1, 2018. 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.

VI. The sum described in paragraph V is based upon the budgeted costs described on the budget document attached hereto as Exhibit A. Touchdown Club 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, Touchdown Club agrees to provide the School Board with the following:

a) Financial funds to pay any unavoidable additional insurance premium borne in the district's Blanket Accident Insurance Policy 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 year.

b) Financial funds to pay all cost 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 Touchdown Club defaulting on any of their obligations outlined in this agreement.

d) When VHS earns the right to compete at district and beyond then Touchdown Club will pay all expenses incurred for said team(s) to compete. The expenses included 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.

e) Financial funds for any replacement uniforms and equipment as needed.

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

VIII. Home games played as part of the Girls Flag Football program will be arranged between the Head Girls Flag Football Coach and the VHS Athletic Director prior to start of season.

IX. All items provided by Touchdown Club or purchased with the funds provided by the Touchdown Club will be the School Board's property and stored and housed at VHS. In the event that the Girls Flag Football 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 Touchdown Club pursuant to this Agreement will be transferred to Touchdown Club. 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 Girls Flag Football program will be treated in accordance with and will be subject to any applicable agreement, School Board and individual school policies and rules. The Girls Flag Football booster club will have 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 VHS to be used to support the Girls Flag Football program.

XI. Sarasota County Public Schools will provide:

a. Registration with FHSAA for VHS to play FHSAA Varsity Girls Flag Football.

b. Any necessary transportation to regular and post season competition for Girls Flag Football teams at Touchdown Club expense as provided above.

c. Assistance for Touchdown Club 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 Girls Flag Football coaches. **TOUCHDOWN CLUB WILL BE REPSONSBILE FOR ANY COST INCURRED FOR THE CERTIFICATION APPLICATION.**

XII. 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.

Sign: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

School Board Chair

Approved for Legal Content  
June 9, 2017, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH

Sign: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

President of Venice Touchdown Club, Inc.