

MEMORANDUM OF UNDERSTANDING

Flagler County School District and Flagler Sheriff's Police Athletic League. (FSPAL)

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into this ____ day of _____, 2017, by and between the FLAGLER COUNTY SCHOOL DISTRICT, a Florida municipal corporation (the "District") and the FLAGLER SHERIFF'S POLICE ATHLETIC LEAGUE, INC., a Florida non-profit 501(c)(3) corporation ("FSPAL") (the District and FSPAL are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the District desires to contract with FSPAL to provide affordable youth crime prevention programs that utilize educational athletic programs to create trust and understanding between police officers and youth and to provide a safe and secure environment for residents in its community;

WHEREAS, FSPAL will provide the following sports to the children in the middle schools of Flagler County School District: Fall Girls Volleyball, Boys Wrestling and Co-Ed Cross Country; Winter Boys and Girls Basketball; Spring Boys and Girls Track and Field; and School Year Co-Ed Cheerleading (Spirit Squad);

WHEREAS, the District and FSPAL recognize that the FSPAL program will provide the community a safe and nurturing environment for young people to develop positive attitudes towards police officers and become good citizens;

WHEREAS, the District and FSPAL recognize that by participating in athletics, participants develop teamwork, leadership skills, self-esteem, confidence and learn goal-oriented skills and are deterred from gangs and juvenile crime;

WHEREAS the District and FSPAL recognize that youth interacting with police in the positive environment of FSPAL activities will help to develop a more positive view of law enforcement and expanded awareness about the role of a police officer;

WHEREAS, it is in the best interests of the District and FSPAL to provide organized sports programming in an atmosphere that fosters police community cooperation;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and FSPAL agree as follows:

Section 1. Recitals.

1.1 Recitals. The Recitals set forth above are true and correct and are incorporated in this MOU by reference.

Section 2. Intent. The intent of this MOU is to provide the terms and conditions by which FSPAL will provide organized sports programming for the District as set forth in the Recitals above:

FSPAL will provide economic assistance to students of the District through an established Economic Assistance Grant Program. The scholarship program will be based on the guidelines set forth by the FSPAL policies and procedures manual. Documentation of total assistance will be provided at the conclusion of each sport, and;

FSPAL recognizes participation in interscholastic athletic programs by a student is a privilege, not a right. Students who participate are required to meet the standards set forth by the District for participation in middle school sports. The District will provide to FSPAL the report cards/progress reports for all participants, if requested. Any participant that does not meet the requirement will be given approved information on afterschool/tutorial programs and follow up with their participation and progress.

FSPAL will provide training to Volunteers to further develop a mentoring relationship with youth in the community.

Section 3. Coaching Supplements. The District shall be responsible for engaging the appropriate staff necessary to implement the athletic programs at the middle schools of Flagler County Schools. This will include the necessary coaching staff. FSPAL shall be responsible for payment of the Coaching Supplements not to exceed \$750.00 and acquiring the officials/referees necessary for the sporting events.

3.1. Background Checks. In accordance with various Florida Statutes, such as, Sections 1012.32, 1012.56, 1012.465, 1012.467 and 1012.468, a background screening is required for specifically identified individuals performing certain functions that have direct or indirect contact with students. Additionally, Section 943.0542, Florida Statutes and the National Child Protection Act (1993) allow for the background screening of individuals that volunteer with children. The Parties agree that if the coach or volunteer has received his/her background screening through the FSPAL the individual will present a letter to the District to receive his/her District volunteer badge. If the coach or volunteer has received his/her background screening through the District, the individual will present a letter to FSPAL for employment by FSPAL.

Section 4. Use of Facilities Agreement. The District maintains and operates certain existing public facilities which facilities include the middle school grounds, play areas and gymnasiums. The District intends to make the middle school grounds available for use by FSPAL without charge to provide the sporting events listed above.

4.1. Scheduling of Use. The Director of FSPAL will coordinate with the Use of Facility Specialist for practice times and game, tournament or meet times of all sporting events held at the middle schools. A Use of Facilities Agreement will be completed in accordance with School Board Policy 320.

4.2. Maintenance. The District will be responsible for the maintenance of the sporting venues and the striping of any fields or tracks.

Section 5. Registration and Fees to Participate. The District and FSPAL have agreed to the following registration fees. \$60.00 for the first sport and \$50.00 for each additional sport. Students may participate in up to three (3) sports in a school year. The registration fees will be submitted to FSPAL using their online registration.

5.1 Uniforms. A shirt or tank top will be purchased out of the registration fee.

5.2. Equipment. On an annual basis FSPAL and the District will assess equipment needs. The District and FSPAL recognize the District may already have certain sporting equipment that can be used by the organization. However, should there be additional needs it is agreed to by the Parties that FSPAL shall be responsible for the purchase of the equipment.

5.3. FSPAL in its sole discretion may amend the registration fees in this section based on the needs and costs of each individual sport at any time.

Section 6. Forms and Parent Education. In addition to the registration form. FSPAL will be responsible for securing the necessary forms required for students to participate in the event or sport. These forms include but are not limited to: certified birth certificate, annual physical within the calendar year approving participation and stamped or signed by the attending physician or nurse practitioner; concussion and heat stroke forms. FSPAL will be responsible for educating the parents of these requirements.

Section 7. Insurance. FSPAL shall, at its own cost and expense, secure and maintain during the entire term of this MOU and any extended term of this MOU, public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with FSPAL's use of the District's premises in accordance with the coverage as set forth in the Use of Facilities Manual. All insurance required under this Section shall be issued as a primary. The policy shall name the District as an additional insured and shall be issued by either a Florida admitted insurer or similar entity, formed for the purpose of providing insurance coverage to public entities. Further, it is understood that all students are eligible for secondary insurance through the FSPAL on any injury that was documented at the time of the injury on the proper form to the FSPAL office within 24 hours.

Section 8. Practice and Transportation. Practice will be two (2) days per week, limited to a maximum of 2.0 hours duration. The District provides after school activity busses to transport students home. On the designated practice days, the after school activity busses will be available to transport students participating in FSPAL middle school athletics to the assigned neighborhood cluster stops.

Section 9. Term. The term of this MOU shall begin on August 10, 2017, or on the first day of school, whichever is sooner, and end on June 30, 2018. Renewal of this MOU shall be for successive one year terms upon written consent of all parties to the MOU.

9.1. The terms of the MOU may be renegotiated at any time.

9.2. Either party may cancel MOU, with or without cause, at any time with 30 days written notice to the other party.

Section 10. Records. District and FSPAL shall keep such records and accounts as may be necessary to support the cost of services in accordance with this MOU, including but not limited to records and documents pertaining to the selection of third party service providers. Such books and records will be available at all reasonable times for examination and audit by District and shall be retained as provided by law or for no less than a period of six (6) years after completion of each requested service to performed pursuant to this MOU.

Section 11. Miscellaneous.

11.1 Headings. The headings of the sections of this MOU are for convenience only and do not affect meanings of any provisions hereof

11.2 Amendment. The terms, covenants, conditions and provisions of this MOU cannot be altered, changed, modified or added to, except in writing signed by the District and FSPAL and approved by the FSPAL Board and the District.

11.3 Third Party Beneficiaries. Neither of the Parties intend to directly or substantially benefit any third party by this MOU. Therefore, Parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against either of them based upon this MOU.

11.4 Construction. Both Parties have substantially contributed to the drafting and negotiation of this MOU and this MOU shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

11.5 Governing Law; Venue. This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this MOU shall be in Flagler County, Florida.

11.6 Invalidity. If any term or provision of this MOU, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a Party of a material benefit afforded by this MOU, the remainder of this MOU or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this MOU will be valid and will be enforced to the full extent permitted by law.

11.7 Waiver. No express or implied consent or waiver by a Party to or of any breach or dealt by the other Party in the performance by such other Party of its obligations under this MOU will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by such other Party of the same or any other obligations of such other Party hereunder. Failure by a Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues will not

constitute a waiver by such Party of its rights hereunder. The giving of consent by a Party in any one instance will not limit or waive the necessity to obtain such Party's consent in any future instance.

11.8 Independent Contractor. In performing its obligations hereunder, FSPAL shall be deemed an independent contractor and not an agent or employee of the District.

11.9 Assignment. Neither this MOU, or any interest herein, shall be assigned, transferred or otherwise encumbered by the District or FSPAL without the prior written consent of the other Party.

11.10 Notice. Whenever any party desires or is required by this MOU to give notice to the other party, it must be in writing and given by hand, sent by certified mail, with return receipt requested, or sent by a recognized overnight courier (e.g., Federal Express) addressed to the party for whom it is intended, at the address specified for notice by the Parties from time to time. Notice may also be given by electronic means (e.g., facsimile or email) provided such is followed up with a hard copy by one of the methods in the previous sentence.

Notice shall be provided to the FSPAL at: 901 E. Moody Boulevard,
Bunnell, FL 32110.

Notice shall be provided to the District at: 1769 E. Moody Boulevard,
Bldg. 2, Bunnell, FL 32110.

11.11 Entire Agreement. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this MOU, shall have any legal validity between the parties or be binding upon any of them. The Parties acknowledge that this MOU contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Flagler County School District and the Flagler Sheriff Police Athletic League hereto have caused this Memorandum of Understanding to be executed as of the date first above written.

District:

FLAGLER COUNTY SCHOOL DISTRICT

FSPAL:

FLAGLER SHERIFF POLICE ATHLETIC LEAGUE, INC.

By: _____
James Tager
Superintendent

By: _____
Rick Staly
Sheriff

By: _____
Kimberly Hale
Director

ATTEST:

By: _____
Board Clerk

Approved as to form and legal sufficiency:

By: _____
Kristy Gavin, Board Attorney

Approved as to form and legal sufficiency:

By: _____
Kayla R. Hathaway, Flagler County Sheriff's Office General Counsel