

**COOPERATIVE AGREEMENT BETWEEN THE
SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
AND
THE FRIENDS OF BREVARD LACROSSE, INC.**

THIS AGREEMENT is made and entered into this ___ day of _____, 2011, between the **SCHOOL BOARD OF BREVARD COUNTY, FLORIDA ("BOARD")** and **THE FRIENDS OF BREVARD LACROSSE, INC. ("FBL")**, a 501c3 not for profit corporation organized under the laws of the State of Florida.

I. PURPOSE

(a) The purpose of this Agreement is to allow Lacrosse to continue in Brevard County high schools as a Florida High School Athletic Association ("FHSAA") sanctioned sport for those high schools that currently have Lacrosse club teams and those high schools that have a sufficient level of interest to field a junior varsity and/or varsity Lacrosse team for both boys and girls.

(b) Both parties agree that Lacrosse will be allowed as a FHSAA sanctioned sport offered on the basis of community and student interest at each high school.

(c) Lacrosse will only be allowed at high schools where the level of interest and actual participation of students is sufficient to field a team for both boys and girls.

(d) Both parties agree that all financial support for Lacrosse as a junior varsity and varsity sport in the Brevard County School District is the responsibility of **FBL**.

II. FBL'S FINANCIAL OBLIGATIONS

In consideration of the Board allowing interested high schools to participate in FHSAA sanctioned Lacrosse activities **FBL** agrees to the following financial obligations:

(a) **FBL** agrees to ensure payment in accordance with FBL bylaws for each team by paying all expenses, including but not limited to: equipment, uniforms, travel, field use, referee fees and coaching supplements. Lacrosse coaching positions will be advertised at each participating school and will be filled in accordance with the requirements of any applicable collective bargaining agreement between the Board and a labor organization. Coaching supplements will be paid by **FBL** to the Board prior to the beginning of the Lacrosse season in an amount established by the Board and in accordance with Board policy.

(b) Administrative supervision required by the high school principal for Lacrosse games, practices or events will be paid by **FBL** to the school at a uniform rate established by the Superintendent.

(c) Transportation of student athletes to Lacrosse games, practices or events is the responsibility of **FBL** and shall be at no cost to the Board.

(d) **FBL** agrees to provide fund raising, training and opportunities to all players who require financial assistance to insure no player will be turned away for his or her inability to afford to participate in Lacrosse. Further, **FBL** will provide fund raising training and assistance to those high schools that do not currently offer Lacrosse but have

sufficient student interest to establish Lacrosse as a boys and girls junior varsity or varsity sport.

(e) **FBL** will require and keep in force U.S. Lacrosse sponsored liability insurance for each player, coach, volunteer, school administrator and board member a \$1,000,000 per occurrence/\$1,000,000 aggregate comprehensive general liability policy covering all sanctioned Lacrosse activities.

(f) **FBL** will defend, indemnify and save harmless the Board, its officers, employers and Agents from any liability for injury and damage resulting from participation as a student athlete, coach, assistant coach, volunteer or spectator in the activities supporting the provision of Lacrosse as a junior varsity and varsity sport in the Brevard County School District, including transportation to and from such events.

III. FLORIDA LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of Florida, and venue for the adjudication of any dispute relating to this Agreement shall be Brevard County, Florida.

IV. PARTIES BOUND

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

V. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and

this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

VI. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

VII. RESOLUTION OF FEE DISPUTES BY ARBITRATION

Any controversy or claim arising out of or relating to a fee charged pursuant to this Agreement shall be settled by arbitration under the fee arbitration rule of the Rules Regulating The Florida Bar Chapter 682, Florida Statutes. Judgment upon the award rendered may be entered in any court having competent jurisdiction.

VIII. NO WAIVER OF SOVEREIGN IMMUNITY BY BOARD

Nothing herein shall be construed as a waiver of the Board's sovereign immunity under Section 768.28, Fla. Stat., or any successor statute or any other Florida state law or federal law.

IX. TERM

The term of this Agreement is ten (10) years commencing on the date approved by the Board. Either party may terminate this Agreement without cause upon one (1) year's advance written notice given to the other party no later than the first day of the commencement of the Brevard Public School's school year. Either party may terminate this Agreement for cause by giving the other party thirty (30) days advance written notice of the cause and the failure of the defaulting party to cure the default within the thirty (30) day period.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first above written.

Witness as to **FBL**

FRIENDS OF BREVARD LACROSSE, INC.

By: _____
President

ATTEST:

Superintendent

Witness as to **BOARD**

**SCHOOL BOARD OF BREVARD COUNTY,
FLORIDA**

By: _____
BARBARA A. MURRAY, Chairman