



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time	
Open Agenda	
<input type="radio"/> Yes	<input checked="" type="radio"/> No

MEETING DATE	Apr 21 2015 10:15AM - Regular School Board Meeting
AGENDA ITEM	CONSENT ITEMS
CATEGORY	L. OFFICE OF PORTFOLIO SERVICES
DEPARTMENT	Athletics

ITEM No.:
L-3.

TITLE:
Agreement with DeKalb County School District, Georgia for High School Regular Season Football Game

REQUESTED ACTION:
Approve Agreement with DeKalb County School District, Georgia and The School Board of Broward County, Florida for an interscholastic high school football game between a DeKalb County public high school and Coconut Creek High. The game will be played on Saturday, August 29, 2015, at James R. Hallford Stadium in Clarkston, Georgia.

SUMMARY EXPLANATION AND BACKGROUND:
DeKalb County School District has invited Coconut Creek High to play a regular season football game at James R. Hallford Stadium in Clarkston, Georgia on Saturday, August 29, 2015, against a DeKalb County public high school. This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel. The Superintendent of Schools for DeKalb County School District has signed and approved the agreement. See Supporting Docs for continuation of Summary Explanation and Background.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction
 Goal 2: Continuous Improvement
 Goal 3: Effective Communication

FINANCIAL IMPACT:
There is no financial impact to the District.

EXHIBITS: (List)
(1) DeKalb Summary (2) DeKalb Agreement

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Damian Huttenhoff	Phone: 754-321-2550
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Leslie M. Brown - Chief Portfolio Services Officer

Signature
Leslie M. Brown
March 31, 2015 10:31:49 AM EDT

Approved In Open Board Meeting On: **APR 21 2015**
By: *Donna Fournier*
School Board Chair

Summary Explanation and Background Continued

April 21, 2015

L-3

Pursuant to the Agreement, there is no cost to The School Board of Broward County, Florida. Coconut Creek High will be provided at no cost to the school two nights of lodging in Atlanta, Georgia for the football game (August 29, 2015). DeKalb County School District will pay for Coconut Creek High's hotel lodging costs and coach bus transportation. In addition, DeKalb County School District will provide Coconut Creek High athletes and coaches with two meals per day and a post-game snack. It is anticipated that the football game with a DeKalb County public high school will increase national and regional attention for the Broward County Public School system. The game is under consideration to be aired on national television by ESPN-U. The School Board of Broward County, Florida has approved similar agreements for out-of-state football games with Miramar, Cypress Bay and Cooper City High Schools.

AGREEMENT
High School Regular Season Football Game

THIS AGREEMENT is made and entered into as of this 21st day of April, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

DEKALB COUNTY SCHOOL DISTRICT
(hereinafter referred to as "DCSD"),
whose principal place of business is
1701 Mountain Industrial Boulevard, Stone Mountain, Georgia 30083

WHEREAS, DCSD is seeking an agreement with SBBC to host a football game between a DeKalb County public high school and Coconut Creek High on Saturday, August 29, 2015; and

WHEREAS, the game will be played at James R. Hallford Stadium in Clarkston, Georgia; and

WHEREAS, DCSD is a public school district headquartered in unincorporated DeKalb County, Georgia, United States, and includes eighty-three elementary schools, twenty middle schools and twenty-two high schools; and

WHEREAS, DCSD will select a public school in DeKalb County as opponent of Coconut Creek High; and

WHEREAS, DCSD and SBBC have agreed to the terms pursuant to which the game will be played; and

WHEREAS, the football game presents a tremendous opportunity for both SBBC and DCSD to showcase educational excellence through interscholastic sports and receive national attention and exposure.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 **Recitals.** SBBC and DCSD (each a “Party” and collectively the “Parties”) agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – EVENT CONDITIONS

2.01 **Term.** The term of this Agreement shall commence when executed by all parties and shall conclude on November 1, 2015 unless terminated earlier pursuant to Section 3.04.

2.02 **Dates.** The date of the football game between Coconut Creek High vs. DCSD team to be determined is Saturday, August 29, 2015.

2.03 **Kickoff Times.** The exact time of the game will be determined by DCSD.

2.04 **Venue.** The venue for the game shall be James R. Hallford Stadium, Clarkston, Georgia.

2.05 **Television Rights.** DCSD will exclusively control all local, regional and national television rights for the game.

2.06 **Internet Rights.** DCSD will retain control of broadcast rights for both radio and live Internet streaming.

2.07 **SBBC Travel.** DCSD will reimburse SBBC for one charter bus associated with the football team to travel to and from DeKalb, Georgia. SBBC will coordinate travel itinerary by coach bus from Coconut Creek, Florida to Clarkston, Georgia. Coconut Creek will travel using a charter bus company approved by SBBC.

2.08 **Hotel.** DCSD will secure and pay hotel lodging costs, total of seventeen rooms, at the Hampton Inn, Atlanta for August 28 and August 29, 2015.

2.09 **Meals.** Coconut Creek High athletes and coaches will be provided the following meals:

- August 28, 2015, 2 meals per day
 - Breakfast for 70 (coaches and athletes)
 - Lunch for 70 (coaches and athletes) at Piccadilly
- August 29, 2015, 2 meals and post-game snack
 - Breakfast Buffet for 70 (coaches and athletes)
 - Lunch for 70 (pre-game, coaches and athletes), at Piccadilly
 - Post-game coaches and athletes will be provided with meals from Chick-Fil-A

2.10 **Game Rules.** The Constitution and the Rules and Regulations of the Georgia High School Association as well as the National Federation of High School Association rules will be followed in all contests.

2.11 **Game Officials.** Officials certified by the Georgia High School Association will be utilized in the football game.

2.12 **Game Expenses.** All game day expenses for this event including but not limited to officials, gate keepers, statisticians, security, police officers, EMT personnel and equipment, field usage and operations shall be borne by DCSD.

2.13 **Event of Emergency.** DCSD will ensure that all safety requirements and precautions are met prior to the commencement of the game. Both parties will ensure that personnel appropriately trained in First Aid will be available within close proximity of the players. Pursuant to O.C.G.A. §20-2-775, in the event of an emergency, an automated external defibrillator will be accessible to trained and certified personnel.

2.14 **Proceeds.** Any and all proceeds and profits made by this event will be solely paid to DCSD.

2.15 **Liability.** Subject to the provisions of Section 3.01, each party agrees to be fully responsible for its own acts of negligence to the extent permitted by law.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable. Nothing herein shall be construed to be a waiver of the limits of liability contained in Section 768.28, Florida Statutes or limit in any way the sovereign immunity rights of DCSD under Georgia law.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida or the State of Georgia to be sued by third parties in any manner arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This agreement may be cancelled with or without cause by SBBC or DCSD during the term upon one hundred twenty (120) days written notice to the other parties of its desire to terminate this agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referenced in this document. Accordingly, the parties agree that no deviation from the terms

hereof shall be predicated upon any prior representations or agreements, whether oral or written other than agreed to herein.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement. This contract will be construed under the law of the State of Georgia.

3.11 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.12 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.13 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotion, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.14 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.15 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is

changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301
Fax: (754) 321-2701

With a Copy to: Director
Athletics & Student Activities
600 Southeast Third Avenue, Third Floor
Fort Lauderdale, Florida 33301
Fax: (754) 321-2552

To DCSD: Michael L. Thurmond
Superintendent of Schools
1701 Mountain Industrial Boulevard
Stone Mountain, Georgia 30083
Fax: (678) 676-0785

With a Copy to: Horace C. Dunson, Jr.
Executive Director of Athletics
5229 Memorial Drive
Stone Mountain, Georgia 30083

3.16 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.17 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Donna Korn
Donna P. Korn, Chair

ATTEST:

Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

[Signature] 03/26/15
Office of the General Counsel

FOR DCSD

ATTEST:

[Signature] 2/4/15
Michael L. Thurmond Date
Superintendent of Schools

Subscribed before me
This 4th day of February, 2014

Jackie Simmons
Notary Public

July 27, 2015
Commission Expiration Date

Affix Notorial Seal

