

**MEMORANDUM OF AGREEMENT
BETWEEN
THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA
AND
FLORIDA COMMUNITY EVENTS, LLC**

This Agreement is made and entered into this 1st day of October, 2023, by and between the School Board of Hillsborough County, Florida, 901 E. Kennedy Boulevard, Tampa, FL, 33602, a public body hereinafter referred to as the (“**School District**”) and Florida Community Events, LLC, hereinafter referred to as the (“**Provider**”).

WITNESSETH, the parties hereto, in recognition of their mutual responsibility to Florida Community Events, LLC will have access to and improve the outdoor fields at Blake High School for the purpose of engaging the community for sports games. The organization will be self-sufficient in the running and managing of the program. For consideration of mutual promises, covenants, and obligations contained herein, the School District hereby retains the Provider to undertake certain activities described in this agreement. The parties agree as follows:

**Article I
Scope of Service**

The purpose of this project is to engage the community with sports events. Also, the organization will improve the School District’s facilities at Blake High School (the “School”). By entering into this Memorandum of Agreement (MOA), the partners indicate their commitment to support all aspects of the responsibilities and all phases of the activities described below. The purpose of this MOA is to establish a framework of collaboration, as well as articulate specific roles and responsibilities for each entity that will support the full and effective implementation of the proposed project.

Activities

The School District agrees to grant Provider, upon prior notice and in the School Districts sole discretion, permission to use the site designated by the School on certain dates and at certain times; however, such permission will not include any right to use any other property owned or controlled by the School District. As Florida Community Events, LLC is investing and making improvements to the School’s fields, the School District may not terminate the agreement to provide another entity, the use of the fields. Florida Community Events, LLC will also provide the School District with its calendar of events and obtain all necessary permits for hosting its events on school property, as well as ensure that all events comply with any and all applicable laws, rules or regulations governing such property or event.

In conjunction with the Provider’s commitment, School District will provide Florida Community Events, LLC with the first right of refusal for use of the site designated by the School. However, the right to use the site designated by the School, may be denied by the School District, in its sole discretion, if such use would interfere with conduct or operation of the School.

Article II

Period of the Agreement

The Agreement shall become effective October 1, 2023. The Agreement may be extended by mutual written agreement of the parties.

Article III

Compensation

All costs of these services will be the responsibility of the Provider. The School District agrees to provide first right of refusal for use of the fields, reflective of the Provider's calendar.

Article IV

Termination of Agreement

Either the School District or the Provider may terminate this Agreement without cause by delivering written notice to the other party at least thirty (30) days prior to the date on which termination is to be effective.

At any time during the term of this Agreement, if either party breaches or fails to perform its responsibilities and obligations under the terms hereof, and the defaulting party fails to correct such deficient performance to the reasonable satisfaction of the other party within sixty (60) days after receipt of written notice from the other specifying such deficiency, the non-defaulting party may terminate this Agreement by giving written notice to the other.

Article V

Record Keeping Requirements

The Provider will keep adequate records and supporting documentation regarding this contracted matter. Furthermore, the Provider shall make available to the School District's authorized representative, as allowed by law, all records for audit or inspection purposes. Said records and documentation shall be retained by the Provider for a minimum of five (5) years from the date of termination of this Agreement.

Public Records Laws. If, under this Agreement, the Provider is providing services and is acting on behalf of HCPS as provided under Section 119.011(2), F.S., the Provider, subject to the terms of Section 287.058(1)(c), F.S., and any other applicable legal and equitable remedies, shall:

- keep and maintain public records that ordinarily and necessarily would be required by HCPS to perform the service; and
- provide the public with access to public records on the same terms and conditions that HCPS would provide the records and at a cost that does not exceed the cost provided in Chapter 119 F.S. or as otherwise provided by law; and
- ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- meet all requirements for retaining public records and transfer, at no cost, to HCPS all public records in possession of the Provider upon termination of the contract and destroy

any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements. All records electronically must be provided to HCPS in a format that is compatible with the information technology systems of HCPS.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE HILLSBOROUGH COUNTY PUBLIC SCHOOLS' OFFICE OF COMMUNICATIONS AT 901E. KENNEDY BOULEVARD, TAMPA, FLORIDA 33602. PHONE: (813) 272-4060, EMAIL: PRR@SDHC.K12.FL.US.

Article VI

Statement of Assurance

During the performance of this Agreement, both Parties shall comply with Title VII of the 1964 Civil Right Act, as amended, and the Florida Human Rights Act of 1977, in that such Parties shall does not discriminate on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status or in any form or manner with regard to the its students, employees or applicants. Both Parties understand and agree that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, both Parties agree they will comply with Title VI of the Civil Rights Act of 1964 when federal grant funds are involved in the provision of services required hereunder. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination as herein delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam era veterans and disabled veterans within its protective range of applicability.

Article VII

Notification Requirements

Both parties hereto agree to give all notices and comply with all laws, ordinances, rules and regulations applicable to the provision of the supportive services required herein. If either party observes that any of the provisions of this Agreement are at variance therewith, said party will give the affected party prompt written notice thereof. Once in receipt of the notice, the Provider will have 14 business days to respond and provide an action plan to address the noted variance. Failure to correct the variance within in sixty (60) days after receipt of the notification may result in Termination of the Agreement. Any necessary changes to the provisions contained herein shall be adjusted by an appropriate modification hereto.

Article VIII

Indemnification Requirements

To the extent of its limited waiver of sovereign immunity in Florida Statute 768.28, the Provider agrees to indemnify and hold harmless the School District for all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the Provider and its agents, subcontractors, and employees, in the course of the operation of this contract, including Provider hosting events on School District property. Further, and to the extent provided under 768.28, Florida Statutes, the Provider agrees to

defend the School District, upon receiving timely written notification from the School District, against all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the Provider and its agents, subcontractors, and employees, in the course of the operation of this contract. Where the School District and the Provider commit joint negligent and intentional acts, the School District shall not be liable for, nor have any obligation to defend the Provider with respect to the part of the joint negligent or intentional act committed by the Provider. In no event shall the School District be liable for or have any obligation to defend against such claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the sole negligent or intentional acts of the Provider. Nothing herein shall be interpreted to expand or enlarge the scope of the waiver of sovereign immunity for state agencies as provided in Florida Statutes 768.28, Florida Statutes and Provider does not consent to be sued other than as provided by Florida law.

**Article IX
Severability**

If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties hereto contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

**Article X
Language and Form**

The form, or any of the language contained in this Agreement, shall not be interpreted or construed in favor of or against either party hereto as the drafter thereof.

**Article XI
Confidentiality**

The Provider will keep all records confidential to the extent required or allowed by applicable law. Any information received by the Provider in the performance of this agreement from the School District, or from any student, parent, or guardian participating in activities conducted by the Provider will not be shared or otherwise disseminated except as allowed or required by law. Nothing herein will in any way limit or otherwise affect the Provider's obligations to maintain and allow access to public records as defined and required by applicable law.

**Article XII
Notice**

All Written Notices required or allowed by this Memorandum of Agreement shall be delivered at the following addresses:

School District:	Christopher Farkas Deputy Superintendent, Operations Hillsborough County Public Schools 901 E Kennedy Blvd #103 Tampa, FL 33602
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Provider: Florida Community Events, LLC
400 N Ashley Dr #1100
Tampa, FL 33602

Notice shall be deemed to have been given upon (a) receipt by recipient if personally delivered; or (b) one day after delivery by a recognized overnight courier delivery service such as Federal Express or United Parcel Service.

Article XIII

Compliance with Jessica Lunsford Act

If applicable, vendors, individuals or entities under contract with the School District who are permitted access on school grounds when students are present must comply with section 1012.465, Florida Statutes and must meet Level 2 screening as described in Section 1012.32, Florida Statutes. A District badge must be obtained if accessing school grounds when students are present. Notwithstanding, the Contractor shall be solely responsible to ensuring that all its employees, agents, contractors, etc. participating in the program, pursuant to this Agreement, comply with any and all screening requirements.

Article XIV

Modification

This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties' hereto. Similarly, no agreement that affects the provisions of this Agreement shall be valid unless made in writing and executed by the Provider and the School District.

Article XV

Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, and both parties shall be relieved of their obligations hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) pandemic and (i) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice within 15 days of the Force Majeure Event to the other party stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Additionally, the Parties agree that the purpose of this agreement would be frustrated if a Force Majeure Event resulted in the closure of schools.

The foregoing constitutes the entire Agreement, including Attachment N/A, between the parties with respect to the subject matter contained therein.

IN WITNESS WHEREOF, The School Board of Hillsborough County, Florida and Florida Community Events, LLC have executed this Agreement on the date first above written.

ATTEST: For Florida Community Events, LLC

BY: _____
Tyler Hudson, Esq.

BY: _____
N/A

Date Signed: _____

Date Signed: _____

ATTEST: For The School Board of Hillsborough County, Florida

BY: _____
Superintendent

BY: _____
School Board Chair

Date Signed: _____

Date Signed: _____