

**MEMORANDUM OF AGREEMENT
BETWEEN
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA
AND
THE SCHOOL BOARD OF PASCO COUNTY, FLORIDA**

This Memorandum of Agreement (the "Agreement") is made and entered into this November 15, 2016 by and between the School Board of Pinellas County, Florida, principally located at 301 Fourth Street SW, Largo, Florida 33779, a public body corporate of the State of Florida (the "Provider") and The School Board of Pasco County, Florida, principally located at 7227 Land O' Lakes Boulevard, Land O' Lakes, FL 34638 (the "School District")

WITNESSETH

WHEREAS, the parties hereto have been working together individually and in concert to develop infrastructure and programming related to the creation of Tampa Bay regional aviation academies for the benefit of public K-12 students in Pinellas, Pasco, and Hillsborough counties; and

WHEREAS, the Florida Legislature has appropriated recurring funds payable to the School Boards in furtherance of the development of a tri-county regional aviation academy system that includes Tampa International Airport and the aviation business community; and

WHEREAS, this Agreement is made between the parties as The School Board of Pasco County, Florida has been identified as the lead school district for purposes of coordination of this tri-county regional aviation academy system. The School Board of Hillsborough County, Florida and The School Board of Hillsborough County, Florida enter into separate agreement with the parties hereto as may be necessary; and

WHEREAS, the appropriation specifically contemplates funding for three academies to extend the public education of future aviation professionals beyond the classroom to the actual airport setting; and

NOW THEREFORE, the parties hereto, in recognition of their mutual responsibility to provide support for the grant entitled, Sunlake Aviation Academy a/k/a Pasco Regional Science, Technology, Engineering, and Mathematics ("STEM") School/Tampa Bay Regional Aeronautics Academy ("TBRAA"). For consideration of mutual promises, covenants, and obligations contained herein, the School District hereby retains the Provider to undertake certain activities described in Article I Scope of Services and Attachment A in connection with the award by the State of Florida Department of Education ("Agency"), Award #510-99745-7S001. The parties agree as follows:

**Article I
Scope of Service**

The purpose of this project is enhance the STEM education programs in the School District and the Provider by expanding services and enhancing resources to serve students, educators, and, as a result, schools as a whole via its proposed project, TBRAA. By entering into this Agreement, the parties indicate their commitment to support all aspects of the responsibilities and all phases of the grant implementation activities described below. The purpose of this Agreement is to allow the School District to purchase certain aerospace/aviation-related teaching tools, curriculum and resources, while encouraging an expansion of the educational scope to encompass all school levels by developing a programmed student conduit to advance Aviation STEM activities to the next level from elementary to middle and high school. In addition, the School District will provide quarterly submissions on associated STEM activities to the Provider that correlate to the purpose and objectives set forth in the Request for Application (RFA) to maintain programmatic assurances in concert with this grant award.

Failure to meet and comply with the purchase of goods established in the application or failure to make appropriate progress towards the completion of the purchase of goods may result in reductions in payment. Additionally, failure to serve the proposed numbers of students and/or schools may result in a reduction of funds and/or restoring of funds to the Agency.

**Article II
Period of the Agreement**

The Agreement shall become effective November 15, 2016 or upon the date the final required signature is obtained by the School District, whichever occurs later, and remain in effect up to, and including, June 30, 2017. The Agreement may be extended by mutual written agreement of the parties.

**Article III
Compensation**

Subject to the receipt of funds from the Agency, the School District agrees to compensate the Provider on a cost reimbursement basis, for an amount not to exceed \$120,000 during the term of this Agreement.

The Provider agrees to return to the School District any overpayments due to unearned funds. Such funds should be considered School District funds and shall be refunded to the School District within 45 days following the time of overpayment is discovered, unless otherwise authorized by the School District in writing.

The Provider shall provide expenditure documentation in detail sufficient for a proper invoice evaluation and pre- and post-audit thereof.

The School District shall issue payment within 30 days after receipt of an acceptable receipt, inspection, and acceptance of goods provided in accordance with the conditions of the Agreement. All receipts must be submitted within 15 days of the purchase of any aerospace/aviation-related teaching tools, curriculum and, resources and no later than 30 days prior to the end of this agreement.

**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.

**Article VI
Statement of Assurance**

During the performance of this Agreement, the Provider herein assures the School District that the Provider is in compliance with Title VII of the 1964 Civil Right Act, as amended, and the Florida Human

Rights Act of 1977, in that the Provider does not discriminate on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner the Provider's employees or applicants for employment. The Provider understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Provider herein assures the School District that said Provider 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. In instances where the total payments to be made to the Provider by the School District under this Agreement amount to \$10,000 or more the Provider (as contractor) shall abide by the provisions of the Provider's local Equal Opportunity Clause.

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. Any necessary changes to the provisions contained herein shall be adjusted by an appropriate modification hereto.

Article VIII

Indemnification Requirements

To the extent specifically authorized by §768.28, Florida Statutes, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. It is further agreed that liability and exposure for indemnification (including, but not limited to, the amounts of any indemnification owed by a governmental entity will be limited to and governed by the provisions of Section §768.28, Florida Statutes.

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

Compliance with Laws

Each party shall comply with all applicable federal and State of Florida laws, codes, rules and regulation in performing its duties, responsibilities, and obligations to this Agreement.

**Article XII
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.

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

IN WITNESS WHEREOF, The School Board of Pinellas County, Florida and The School Board of Pasco County, Florida, have caused this Agreement to be executed by its respective Board Chairs, each of whom have authority to bind their respective entities.

For The School Board of Pasco County, FL

For The School Board of Pinellas County, FL

Signature

Signature

Print Name

Print Name

Board Chair
Title

Board Chair
Title

Date

Date

Approved As To Form:

David Koppman
School Board Attorneys Office