

## **Sponsorship Agreement**

This Sponsorship Agreement (this “Agreement”) dated as provided below, is made by and between the **HERNANDO COUNTY SCHOOL BOARD**, a political subdivision of the State of Florida (the “School Board”), and **PASCO-HERNANDO WORKFORCE BOARD, INC.**, a Florida not-for-profit corporation DBA CareerSource Pasco Hernando (“CareerSource Pasco Hernando”).

### **RECITALS**

**WHEREAS**, the School Board offers various exploration opportunities for its students to provide them with insight into different industries and professions, and to help them make informed decisions about their career paths. These opportunities help them develop the skills, build confidence and connections for their future career goals (the “Career Event” or “Career Events”);

**WHEREAS**, CareerSource Pasco Hernando would like an opportunity to sponsor these events and opportunities in partnership with the School Board to help facilitate the School Board’s students future career path choices;

**WHEREAS**, the School Board and CareerSource Pasco Hernando desire to enter into this Agreement to outline the terms and conditions of that partnership;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **ARTICLE I: FUNDING**

1.1 **Recitals.** The above recitals are agreed on as true and accurate by the School Board and CareerSource Pasco Hernando and are incorporated herein as if stated.

1.2 **Funding.** CareerSource Pasco Hernando agrees to pay the School Board a total sum up to the amount of Twenty Two Thousand Five Hundred and No/100 Dollars (\$22,500.00) (the “Funding Project”) to be used to help fund the Career Events the School Board will host for its students. The Funding Project will be paid within ten (10) days of written notification by the School Board or another mutually agreed date prior to each Career Event, as provided in Section 1.3. CareerSource Pasco Hernando will only pay the portion of the Funding Project specifically allotted for the Career Events and when actually requested in writing by the School Board. CareerSource Pasco Hernando will not be obligated to pay a portion of the Funding Project specially allotted to the Career Events, if the Career Events are not held by or requested by the School Board.

1.3 **Career Events.** The Funding Project as provided in Section 1.2 is paid in the following manner towards each individual Career Event when requested in writing:

a. **Fifteen Thousand and No/100 Dollars (\$15,000.00) - Hernando Grown – February 5<sup>th</sup> and 9<sup>th</sup>, 2024** – A two-day event for 8<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> graders to attend career, wellness and professional development sessions. The event averages about three hundred fifty (350) eighth

graders, and two hundred fifty (250) 11<sup>th</sup> and 12<sup>th</sup> graders. The event will likely have a venue rental fee that cannot be paid from the School Board's general funding sources and also requires charter bus transportation due to the times of the event.

b. **Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00) – Career and Internship Fair – TBD for April 2024** – The School Board will bus 11<sup>th</sup> and 12<sup>th</sup> graders to one location to meet with a variety of employers. The School Board will have to switch the normal location for 2024 and will possibly incur a venue rental fee that the School Board's general funding sources will not be able to pay. The School Board will also have bus fees for this event and as normal will take one (1) bus from each high school. However, per Florida law, this event is now open to all 11<sup>th</sup> and 12<sup>th</sup> graders who would like to attend and may require more than one (1) bus per school. The School Board agrees to notify CareerSource Pasco Hernando within five (5) days after this Career Event has been scheduled.

1.4 Students to be Served. The Funding Project will be used to serve approximately three thousand (3,000) students within the Hernando County School District.

1.5 Funding Limitation. The Funding Project is limited and is available on a first-come, first-serve basis. The Funding Project will include formula funds and will be used where permitted as required by the School Board's policy and CareerSource Pasco Hernando's policy.

1.6 CareerSource Pasco Hernando License of Intellectual Property. During the Career Events, the School Board agrees to include CareerSource Pasco Hernando's logo, trademark, and trade names on any publication or advertisement used to publish the Career Events. Such publication or advertisement will be subject to CareerSource Pasco Hernando's consent, with such consent shall not be unreasonably withheld. Additionally, the School Board and CareerSource Pasco Hernando may enter into a separate written agreement or amendment to this Agreement detailing any advertising or publication specification. CareerSource Pasco Hernando is the sole owner of all right, title, and interest to all of CareerSource Pasco Hernando's information, including its logo, trademark, trade names, and copyrighted information, unless otherwise provided. CareerSource Pasco Hernando grants to the School Board a limited non-exclusive license to use certain of CareerSource Pasco Hernando's intellectual property, including CareerSource Pasco Hernando's name, acronym, and logo (collectively, the "Intellectual Property"), solely in connection with the promotion of any of the Career Events as provided in Section 1.3. Upon the termination or expiration of this Agreement, all rights and privileges for the use of the Intellectual Property shall expire and the School Board shall cease the use of the Intellectual Property.

## **ARTICLE II: MISCELLANEOUS PROVISIONS**

2.1 Relationship of Parties. The School Board and CareerSource Pasco Hernando are independent contractors with respect to one another. Nothing in this Agreement will create or be construed as creating any association, joint venture, partnership, or agency relationship of any kind between them.

2.2 Termination. Thirty (30) days' written notice by either party and delivered to the other is required to terminate this Agreement. If terminated, the Intellectual Property used by the School Board shall cease and any remaining Funding Project that has been paid by CareerSource Pasco Hernando to the School Board shall be returned to CareerSource Pasco Hernando within ten (10) days after the expiration of the thirty (30) day period. If no such written notice is delivered by either party, this Agreement shall terminate upon May 1, 2024, or the expiration of the last day of the last Career Event scheduled in April, 2024, whichever is earlier.

2.3 Interpretation. This Agreement may not be assigned, transferred, or sub-licensed by either party without the express written consent of the other party. This Agreement may not be modified or amended in any respect except by a writing executed and delivered by the parties. This Agreement shall not be construed against one party due to the party drafting this Agreement, this Agreement has been negotiated at arms-length and both parties agree that they were given the opportunity to have counsel review this Agreement prior to its execution. Until this Agreement has been executed by a duly authorized representative of all parties, this Agreement will remain unenforceable against all parties hereto.

2.4 Litigation, Venue, and Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. If any litigation arises under this Agreement, the parties agree to litigate only in the exclusive competent jurisdiction of the Florida state courts in Hernando County, Florida. Additionally, the prevailing party to any litigation shall be entitled to recover their reasonable attorney's fees and court costs.

2.5 Severability. If any term or provision of this Agreement or its application to any extent is held invalid or unenforceable, such term or provision shall be severed and the remainder of this Agreement shall remain in full force and effect.

2.6 Non-waiver. The failure by any party to complain of any action, non-action, or breach by any other party shall not constitute a waiver of any aggrieved party's rights under this Agreement. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

2.7 Notice of Default. If any default occurs under this Agreement, the non-breaching party shall provide at least ten (10) days' notice to the breaching party of the default, prior to any litigation being initiated.

2.8 Exhibit. Attached hereto and incorporated herein as Exhibit A is a Standard Addendum to Agreements with the Hernando County School Board (the "Addendum"). Such terms and conditions are incorporated herein, and to the extent of any conflict of interest, the Addendum shall control.

2.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Agreement. Furthermore, the Effective Date of this Agreement shall be construed as the date the last party to this Agreement has executed this Agreement.

**BY HAND SUBSCRIBED**, this Agreement has been executed by and between the **HERNANDO COUNTY SCHOOL BOARD**, a political subdivision of the State of Florida, and **PASCO HERNANDO WORKFORCE BOARD, INC.**, a Florida not-for-profit corporation DBA CareerSource Pasco Hernando.

**HERNANDO COUNTY SCHOOL BOARD**, a  
political subdivision of the State of Florida,

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PASCO HERNANDO WORKFORCE BOARD, INC.**,  
a Florida not-for-profit corporation, DBA CareerSource  
Pasco Hernando

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_