

Sponsorship Agreement

This Sponsorship Agreement (this “Agreement”) dated as provided below, is made by and between the **PASCO 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 prepares its students for meaningful careers by incorporating a variety of career exploration programs and activities to help them identify potential career paths (the “Career Event” or “Career Events”). These events involve activities and resources that provide guidance, networking opportunities, and allow students to gain valuable hands-on experience;

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 Forty Seven Thousand and No/100 Dollars (\$47,000.00) (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 the Career Events 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 specifically 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. **Transportation Costs - Fourteen Thousand and No/100 Dollars (\$14,000.00)** or \$1,000 per bus X 14 busses = \$14,000.00 –Transportation Costs for Beyond!, the School Board’s district-wide career expo for students to attend at two schools (one for Western Pasco County, and one for Eastern Pasco County) during the school day. The School Board will bus in students to attend

career information and job opportunities. Students to be served is One Thousand Two Hundred Sixty Students (1,260) (Estimated 45 students per bus X 14 buses = 630 students per run X 2 runs = 1,260 total students).

b. **Pasco Young Entrepreneurs of the Year Award – Three Thousand and No/100 Dollars (\$3,000.00)** - Cash award for the winning student to implement their business plan in Pasco County, Florida.

c. **Internships and Work-Based Learning Sponsorships – Three Thousand and No/100 Dollars (\$3,000.00)** - Internships and other work-based learning sponsorships-i.e., transportation for students to get to internships, clothing/uniforms, contract for clinicals.

d. **CTE Program Transportation Costs – Twenty Seven Thousand and No/100 Dollars (\$27,000.00)** or 9 Events per year X 3 busses per event = 27 busses X \$1,000 per bus = \$27,000.00 – Transportation costs to support students to attend professional events related to their CTE program (i.e. Construction Day, Health Science Days with medical partners, Frameworks for the Future, Elite Trades Competition, Manufacturing and Engineering Day(s)). Students to be served is One Thousand Two Hundred Fifteen (1,215) students (Estimated 45 students per bus x 27 busses = 1,215 students).

1.4 Students to be Served. The Funding Project will be used to serve approximately sixteen thousand (16,000) students within the Pasco 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 by the end of June 30, 2024.

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 Pasco 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 **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 **PASCO 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.

PASCO 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: _____