

**SPONSORSHIP AGREEMENT  
JA Polk Discovery Center**

**THIS AGREEMENT** (the “Agreement”) is made as of the Effective Date (as defined in Section 1.1 below) by and between Junior Achievement of Tampa Bay, Inc.(“Junior Achievement”), a Florida Not for Profit Corporation, 13707 N 22<sup>nd</sup> Street, Tampa, FL 33613, and Polk County, a political subdivision of the State of Florida, (the “County”), whose address is 330 West Church Street, Bartow, FL 33830.

**WITNESSETH:**

**WHEREAS**, Junior Achievement is a volunteer-driven, non-profit organization empowering the futures of local students by giving them the knowledge and skills they need to manage their money, plan for their future, and make smart academic, career and economic choices that serves 13 counties; and

**WHEREAS**, Junior Achievement plans to construct the JA Polk Discovery Center at Tenoroc High School which will be an innovative facility consisting of two impactful learning experiences: Muma BizTown and JA Finance Park.

**WHEREAS**, the plan for the JA Polk Discovery Center signifies a progressive move to enhance Polk County’s educational landscape; and

**WHEREAS**, Junior Achievement desires to have a governmental sponsor as part of the JA Polk Discovery Center and to include a government center in the JA Polk Discovery Center; and

**WHEREAS**, the County desires to be part of the JA Polk Discovery Center to allow students to explore roles as citizens and the role of government in communities.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree, as follows:

**ARTICLE 1**

**NATURE OF AGREEMENT**

**1.1 Nature and Term of Agreement**

Both parties enter into this Agreement for the limited purpose of providing for a government center within the JA Polk Discovery Center as provided for in this Agreement.

The term of this Agreement shall be for a five (5) year time period commencing on the date this agreement is executed by both parties, unless sooner terminated as provided in this Agreement.

**ARTICLE II**

**JUNIOR ACHIEVEMENT OBLIGATIONS AND RIGHTS**

**2.1 The Government Center of JA Polk Discovery Center.** During the Term of this Agreement, Junior Achievement shall provide the following as part of the JA Polk Discovery Center:

(A). Facility Specifications:

Total Gross Square Footage: 19,780 sq. ft

Storefront Area: 11,191 sq. ft.

Polk Government Storefront: Storefront #14, 389 sq. ft.

(B). Junior Achievement will be solely responsible for the design, construction, operation, and maintenance of the JA Polk Discovery Center. Prior to construction of the Polk Government Storefront, Junior Achievement will get written approval from the County Manager of the layout and design of the Polk Government Storefront. Junior Achievement will get written approval of the curriculum for the Polk Government Storefront before implementing the curriculum.

## ARTICLE II

### COUNTY OBLIGATIONS AND RIGHTS

#### 3.1 SPONSORSHIP FEE

In consideration of the rights and obligations of this Agreement, the County shall pay the following sums to Junior Achievement:

1). The County shall pay Junior Achievement One Hundred Thousand Dollars (\$100,000) within thirty (30) days of receiving an invoice from Junior Achievement after this Agreement is executed by both parties.

2). The County shall pay Junior Achievement One Hundred Thousand Dollars (\$100,000) within thirty (30) days of receiving an invoice from Junior Achievement after the opening of the JA Polk Discovery Center.

## ARTICLE IV

### TERMS AND CONDITIONS

The following terms and conditions apply to this Agreement.

**4.1. Indemnity.** To the fullest extent permitted by law, Junior Achievement shall release, defend (by counsel reasonably acceptable to the County), indemnify, keep, save, and hold harmless the County, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether agents, officials or employees of the County or third persons, and to all property, proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance by Junior Achievement (or by any person acting for Junior Achievement or for whom Junior Achievement is or is alleged to be in any way responsible) of (i) its duties and obligations under this Agreement, and (ii) its duties and obligations associated with the JA Polk Discovery Center, whether such claim may be

based in whole or in part upon contract, tort (including alleged active or passive breach of any duty or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of Junior Achievement, its agents, officials and employees or otherwise, except Junior Achievement shall not be required to indemnify and hold harmless the County if such claim, damage, loss and expense is the result of the sole negligence of the County or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable. The provisions of this Section 4.1 shall include any claims for equitable relief or for damages (compensatory or punitive) against the County, its agents, officials, and employees including alleged injury to the business or any claimant and shall include any and all losses, damages, injuries, disease, illness, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the County, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees, costs and expenses incurred by reason of the assertion of any such claim against the County, its agents, officials or employees. Junior Achievement expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Junior Achievement shall in no way limit Junior Achievement's responsibility to release, indemnify, keep and save harmless and defend the County as herein provided. The intention of the parties is to apply and construe broadly in favor of the County the foregoing provisions subject to the limitations, if any, set forth in Florida Statutes. Junior Achievement shall obtain an endorsement or other affirmative coverage from its insurance policies required by this Agreement insuring Junior Achievement's contractual obligations under this paragraph. The obligations imposed by this Section 4.1 shall continue upon the expiration or early termination of this Agreement.

**4.2. Default and Remedy.** If either party materially defaults in its obligations under this Agreement, then the non-defaulting party shall provide the other party with a ten-day written notice of default and a concurrent ten-day opportunity to cure. If the default is not timely cured within that ten-day period, then the non-defaulting party shall have the right to (i) immediately thereafter terminate this Agreement by delivering written notice to defaulting party, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.

**4.3 LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COUNTY BE LIABLE TO JUNIOR ACHIEVEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

**4.4. Termination.** In addition to the parties' respective ability to terminate this Agreement as specifically stated in this Agreement, the County may terminate the Agreement for any reason whatsoever upon delivery of thirty (30) days prior written notice to Junior Achievement.

**4.5. Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered

or certified mail, return receipt requested, and addressed to:

If to the County:                    Polk County  
   Attention: County Manager  
   P.O. Box 9005  
   Bartow, FL 33831-9005

If to JUNIOR ACHIEVEMENT:  
   Junior Achievement of Tampa Bay  
   13707 N 22<sup>nd</sup> Street  
   Tampa, FL 33613

**4.7. Force Majeure.** Notwithstanding anything to the contrary herein, the parties' performance under this Agreement is subject to acts of God, war, government regulation, threats or acts of terrorism or similar acts, disaster, strikes, civil disorder, public health emergencies (including epidemics or pandemics), curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or impossible to perform their obligations under the Agreement. Either party may cancel the Agreement for any one or more of such reasons upon prompt written notice to the other, without penalty or damages therefor. In the event of any force majeure event and the provision of a force majeure notice to the other party, neither party shall be liable to the other due to such circumstances. Either party shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. Within five (5) days after the occurrence of an Event of Force Majeure, the impacted party shall deliver written notice to the other party describing the event in reasonably sufficient detail and how the event has precluded the impacted party from performing its obligations hereunder. The impacted party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the impacted party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the impacted party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the impacted party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

**4.8. Independence of the Parties.** During the term of this Agreement Junior Achievement is and shall be an independent party. Nothing stated in this Agreement is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting Junior Achievement, its officers, employees, or agents, as an agent, representative, or employee of the County for any purpose or in any manner whatsoever.

**4.9. Public Records Law.**

(a) Junior Achievement acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. Junior Achievement further acknowledges that the constitutional and statutory

provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, Junior Achievement shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, Junior Achievement acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) Keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Junior Achievement does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of Junior Achievement or keep and maintain public records required by the County to perform the service. If Junior Achievement transfers all public records to the County upon completion of this Agreement, Junior Achievement shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Junior Achievement keeps and maintains public records upon completion of this Agreement, Junior Achievement shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) IF JUNIOR ACHIEVEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO JUNIOR ACHIEVEMENT' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: RMLO@POLK-COUNTY.NET**

**4.10. Public Entity Crimes.** Junior Achievement acknowledges and confirms that if the conditions stated in Section 287.133 of the Florida Statutes relating to conviction for a public entity crime applies to Junior Achievement, then this Agreement will terminate, be void and of no further effect without need of any action from the County.

**4.11. Equal Opportunity Employment.** Junior Achievement shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, or national origin and will ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. This provision shall include, but not be limited, to the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**4.12. Unauthorized Aliens.** Junior Achievement shall not employ or utilize unauthorized aliens in the performance of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for the County to unilaterally terminate this Agreement.

**4.13. No Contingent Fee.** Junior Achievement warrants that it has not employed or retained any company or person, other than a bona fide employee or agent working solely for Junior Achievement to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee or agent working solely for Junior Achievement any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right at its sole discretion to terminate this Agreement without liability and to deduct from the Agreement price or to otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

**4.14. Assignment.** This Agreement and Junior Achievement's rights and obligations hereunder shall not be assigned or otherwise transferred, in whole or in part, without receipt of the County's prior written consent, which consent the County may withhold in its discretion.

**4.15. Entire Agreement** This Agreement sets forth the entire understanding and agreement between the parties. This Agreement may only be modified or changed in writing, and such modifications and changes signed by both parties. The parties acknowledge that the parties have negotiated this Agreement at arm's length with adequate representation on an equal basis, and the filing of a suit challenging the negotiated terms of this Agreement by either party shall be deemed a default and this Agreement shall be terminated as provided herein.

**4.16. Representations.** Junior Achievement represents and warrants the following to the County:

- (a) Junior Achievement is a Florida not for profit corporation duly organized and existing in good standing under the laws of the State of Florida.
- (b) Junior Achievement's performance under this Agreement will not violate or breach any contract or agreement to which Junior Achievement is a party or is otherwise bound, or any governmental statute, ordinance, rule, or regulation.
- (c) Junior Achievement has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.
- (d) Junior Achievement will get all required permits and approvals for the

construction and operation of the JA Polk Discovery Center.

(e) Junior Achievement has no obligation or indebtedness that would impair its ability to fulfill its Agreement obligations.

(f) Each individual executing this Agreement on behalf of Junior Achievement is authorized to do so.

**4.17. Attorneys' Fees and Costs.** In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

**4.18. Compliance with Laws and Regulations.** In its performance under this Agreement, Junior Achievement shall abide by all applicable statutes, ordinances, rules, and regulations including those now in effect and those hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to Junior Achievement.

**4.19. Governing Law; Venue.** This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida, or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

**4.20 Sovereign Immunity.** Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of POLK COUNTY'S sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

**4.21 Certification of Non-Scrutinized Company.**

A. Junior Achievement hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Junior Achievement in accordance with the requirements of Section 287.135, Florida Statutes:

(i) Junior Achievement is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is Junior Achievement engaged in a boycott of Israel, nor was Junior Achievement on such List or engaged in such a boycott at the time this Agreement.

(ii) Additionally, if the value of the goods or services acquired under the Agreement are greater than or equal to One Million Dollars (\$1,000,000), then Junior Achievement further certifies to the County as follows:

(a) Junior Achievement is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) Junior Achievement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) Junior Achievement is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) Junior Achievement was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Agreement.

(iii) Junior Achievement is fully aware of the penalties that may be imposed upon Junior Achievement for submitting a false certification to the County regarding the foregoing matters.

(iv) Junior Achievement hereby acknowledges that, in addition to any other termination rights stated in the Agreement, the County may immediately terminate the Agreement upon the occurrence of any of the following events:

(a) Junior Achievement is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or Junior Achievement is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(b) Junior Achievement is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or Junior Achievement is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars (\$1,000,000).

(v) The undersigned is duly authorized to execute this Certification by and on behalf of Junior Achievement.

#### **4.22 Annual Appropriations.**

Junior Achievement acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the Commission may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Commission may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Commission's performance and obligation to pay Junior Achievement under this Agreement is contingent upon annual appropriations being made by the County for that purpose.

**4.23. Severability.** If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions of the Agreement shall remain intact.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the dates listed below.

**ATTEST:**

Junior Achievement of Tampa Bay, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Shauna Dykes, Market President

\_\_\_\_\_  
[Print Name]

Date: \_\_\_\_\_

**ATTEST:**

STACY BUTTERFIELD  
CLERK OF THE BOARD

**POLK COUNTY**, a political subdivision  
of the state of Florida.

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dr. Martha Santiago, Ed. D., Chair

Date: \_\_\_\_\_

Reviewed as to form and legal sufficiency

\_\_\_\_\_  
County Attorney's Office