





Memorandum of Agreement

This Memorandum of Agreement (MOA) is made this 4th day of January, 2016 between the following organizations:

Clay County Chamber of Commerce 1734 Kingsley Ave #2

Orange Park, FL 32073

School District of Clay County 900 Walnut Street

Green Cove Springs, FL 32043

St. Johns River State College 283 College Drive

Orange Park, FL 32065

The purpose of this MOA is to establish a working partnership between the Clay County Chamber of Commerce, School District of Clay County and St. Johns River State College. Through this partnership and agreement, the three organizations will consult, coordinate, plan and provide resources towards a Clay Regional Career Fair. The Clay Regional Career Fair will consist of a two-phase program with the first phase focused on career discovery for students of the Clay County School District and the second phase involving a community Job Fair.

I. Description of Clay County Chamber of Commerce

The **Clay County Chamber of Commerce** serves 850 member companies and represents more than 20,000 employees in the northeast, Florida region. With programs and events benefiting a wide range of business interests, the Chamber is the chief voice in advocating on behalf of the business community in Clay County, specifically our members.

II. Description of School District of Clay County

The **School District of Clay County** encompasses a 601 square-mile suburban/rural county in Northeast Florida, including the communities of Orange Park, Middleburg, Green Cove Springs, Fleming Island, Penney Farms, Clay Hill, Oakleaf and Keystone Heights. Bordered by Jacksonville to the north and the St. Johns River on the east, Clay County is within easy driving distance of St. Augustine, Daytona Beach, Orlando and Gainesville, thus affording residents numerous cultural, educational, and recreational opportunities.

III. Description of St. Johns River State College

St. Johns River State College is located in Northeast Florida with three campus locations including Orange Park, Palatka and St. Augustine. Since 1958, the College has operated as an open access institution providing a broad range of educational opportunities to the region including college credit certificates; associate degrees; and limited, workforce-targeted baccalaureate degrees.

IV. Independence of Operations

Each organization will maintain its own identity in providing service. Each organization is separately responsible for establishing its own policies and financing its own activities.

V. Methods of Cooperation

The Clay County Chamber of Commerce, School District of Clay County and St. Johns River State College will cooperate and coordinate in the following manner:

- A. Regular communication and planning will be maintained between the Clay County Chamber of Commerce, School District of Clay County and St. Johns River State College for the Clay Regional Career Day event. The administrative and planning functions will be a shared responsibility between the three parties of this agreement. All associated event expenses must be pre-approved by the planning committee which includes representatives from the three organizations referenced in this MOA.
- B. Neither party to this MOA will use the name, logo, emblem or trademarks of the other without prior written authorization for each use. Nothing in this MOA shall be construed as granting such authorization. All parties must be recognized in any marketing, press releases, advertising and other media type correspondence related to the Clay Regional Career Fair.
- C. Parties to this MOA are responsible for their own direct costs associated with carrying out the planning and activities under this MOA with the exception of the Clay Regional Career Fair direct revenues and expenses, which will be a shared responsibility. The collected revenues associated with the event will cover all the associated event expenses, (i.e. venue, equipment, transportation, food, and other direct expenses as identified). The three parties will share equally in the net revenues after all associated event expenses are accounted and paid for. If the event incurs a loss, the expense will be shared equally similar to the revenue sharing.

VI. Term

This MOA is effective as of the date the last signature below and expires on August 31, 2016. The parties may extend this MOA for an additional one year period, and if so shall confirm this in a signed writing by both parties. It may be terminated by 60 day written notice from either party to the other at any time.

VII. Miscellaneous

Neither party to this MOA has the authority to act on behalf of the other party or to bind the other party to any obligation. This MOA is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOA is termination, with no damages or penalty.

VIII. Signatures

| St. Johns River State College | | Clay County Chamber of Commerce | |
|-------------------------------|----------------|---------------------------------|--|
| By: | | By: | |
| • | Signature | Signature | |
| Name: | Joe H. Pickens | Name: <u>Doug Conkey</u> | |
| Title: | President | Title: <u>President</u> | |
| Date: | | Date: | |

| School District of Clay County | | |
|--------------------------------|-----------|--|
| Ву: | Signature | |
| Name: | | |
| Title: | | |
| Data | | |