MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND

Junior Achievement of South Florida, Inc.

THIS AGREEMENT made and entered into on this ____ day of ______, 2017 by and between the CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter the CITY.

Junior Achievement of South Florida, Inc. a Florida Not For Profit Corporation authorized to do business in the State of Florida, whose principal office is located at 1130 Coconut Creek Blvd. Coconut Creek, FL 33066 hereinafter referred to as RECIPIENT.

WITNESSETH:

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2017-18 (October 1st through September 30th), the sum of \$2,500 to RECIPIENT, to conduct a program entitled or activity as described in *Addendum "1"* which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2017 and ending September 30, 2018; and

WHEREAS, it is in the best interest of the City of Pompano Beach to enter into a contract with the RECIPIENT for the conduct of said program or activity in accordance with the terms and conditions set forth herein; and

WHEREAS, I/We, the undersigned representative(s) of the RECIPIENT, am/are authorized to sign this Agreement binding said RECIPIENT.

NOW, THEREFORE, in CONSIDERATION of the mutual promises herein, the parties do hereby agree as follows:

- 1) RECIPIENT agrees to do as follows:
 - a) To accept the funds as appropriated in accordance with the terms of this Agreement;
 - b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, to submit a matching fund commitment agreement which is attached hereto as *Exhibit "A"* and incorporated herein by reference in its entirety to the CITY; and
 - c) Prior to the award of any City funds, RECIPIENT shall provide documentation substantiating that RECIPIENT's corporation/organization falls within Section 501(c)(3) and Section 501(A) of the Internal Revenue Code; and
 - d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Agreement shall be resolved in favor of

the more restrictive guidelines; and

- e) Not to utilize allotted funds under this Agreement for any purpose other than the purpose set forth in this Agreement; and
- f) To return to the CITY within fifteen (15) days of demand all City funds paid to said RECIPIENT under the terms of this Agreement upon the finding that the terms of any agreement executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and
- g) To return to the CITY all funds expended for disallowed expenditures as determined by the City of Pompano Beach; and
- h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the City of Pompano Beach under this Agreement; and
- i) To consent to:
 - 1) Such audits of the financial affairs of the RECIPIENT by the City of Pompano Beach Internal Auditor as the CITY may require; and
 - 2) Producing all documents required by the Internal Auditor; and
 - In the case of the RECIPIENT receiving Fifty Thousand Dollars (\$50,000) or more from the City of Pompano Beach, furnish the City of Pompano Beach a copy of a grant auditing report conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States and the provisions of Office of Management and Budget Circular A-133. All grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. This report shall be due within 120 days of the close of the CITY'S fiscal year; and
 - 4) For grants less than \$50,000, the annual report of receipts and expenditures to be submitted shall use a budget to actual comparative basis which shows the approved budget updated for any budget changes (paragraph 5) and a compilation of quarterly progress reports (paragraph 6). The annual report of revenues and expenditures shall include a statement of expenditures made in each budget category and line item identified in the budget as well as annualized statistical information relative to the program or activity which was previously submitted in quarterly progress reports. Outstanding encumbrances should be indicated in quarterly progress reports of expenditures. Timely liquidation of encumbrances in the fourth quarter of grant activity to expedite the timely submission of the fourth quarterly report is required as there will be no carryover of residual funds remaining unspent or unencumbered by the recipient. This report shall be on a fiscal year of October 1st through September 30th, and shall be due on November 16th of

each fiscal year; and

- Preserve and make available all financial records, supporting documents, statistical records and any other documents pertaining to this agreement for a period of three (3) years after termination of this Agreement; or, if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of the audit.
- j) To operate the program or activity generally described herein and more particularly described in Addendum "I" to this Agreement. The RECIPIENT may not enter into subcontracts or sub-grants under the provisions of this Agreement without the City of Pompano Beach's written approval. The RECIPIENT must furnish the City of Pompano Beach a copy of all subcontracts or sub-grants prior to receiving written approval.
- 2) This Agreement shall become effective on the 1st day of October 2017, and shall terminate on the 30th day of September 2018, unless cancelled sooner with or without cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party.
- The City of Pompano Beach agrees to pay the RECIPIENT the sum of \$2,500 for the program or activity. City of Pompano Beach funds will be provided upon a quarterly reimbursement basis for all awards above \$15,000 based upon documented invoices. Reimbursable amounts for all awards above \$15,000 will be limited to 1/4 of the total award amount per quarter. For those awards equal to or less than \$15,000, reimbursements will be based upon documented invoices for any given quarter up to the entire amount of the award. In the event that RECIPIENT does not receive matching funds described in Exhibit "A" or said funds are revoked during the term of the Agreement, CITY funding may be revoked and RECIPIENT shall comply with (1) (f) of this Agreement for returning all or part of awarded CITY funds.
- 4) RECIPIENT agrees to provide the City of Pompano Beach City Manager's Office with a quarterly narrative progress report on the program or activity described in Addendum "1". Such reports shall include basic statistical information relative to the program or activity and a statement of expenditures made in each budget category and line item identified in the budget which is included in Addendum "1". Distribution of each reimbursement payment to the RECIPIENT shall be contingent upon prior receipt of the required progress report which is due during the preceding quarter. Quarterly reports shall be due no later than the following dates:

1st Quarterly Report (October/November/December) - February 1st 2nd Quarterly Report (January/February/March) - May 1st 3rd Quarterly Report (April/May/June) - August 1st 4th Quarterly Report (July/August/September) - November 15th

However, if any of the above dates fall on a weekend, then the due date will be extended to the next business day, thereafter.

- The approved budget for the RECIPIENT, included in Addendum "1" and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.
- RECIPIENT agrees that any funds provided by the City of Pompano Beach for the operation of the program or activity during the period of October 1, 2017 through September 30, 2018 which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the City of Pompano Beach.
- 7) THIS AGREEMENT shall apply to all funds appropriated during the fiscal year ending September 30, 2018, provided that the City of Pompano Beach's rights and the RECIPIENT'S duties hereunder shall continue after said date as provided herein;
 - a) In the event that the City of Pompano Beach fails for any reason to appropriate funds for this agreement, this AGREEMENT shall be deemed terminated and CITY shall provide RECIPIENT with thirty (30) days written notice. Upon receipt of said notice, RECIPIENT shall be responsible for any and all expenses and/or legal obligations made after receipt of written notice from the CITY.
- Nothing in this AGREEMENT shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between the RECIPIENT and the City of Pompano Beach. RECIPIENT agrees to indemnity and hold harmless the City of Pompano Beach from an against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the RECIPIENT's expenditure of allotted funds under this AGREEMENT and the RECIPIENT's program or activity generally described herein and more particularly described in Addendum "1" to this Agreement.

"CITY":

Witnesses:	CITY OF POMPANO BEACH
	By: LAMAR FISHER, MAYOR
	By: GREGORY P. HARRISON, CITY MANAGER
Attest:	GREGORY P. HARRISON, CITY MANAGER
ASCELETA HAMMOND, CITY CLERK	(SEAL)
Approved As To Form:	
MARK E. BERMAN, CITY ATTORNEY	
STATE OF FLORIDA COUNTY OF BROWARD	
LAMAR FISHER as Mayor, GREGORY P. 1	ledged before me this day of, 2017 by HARRISON as City Manager and ASCELETA HAMMOND as unicipal corporation, on behalf of the municipal corporation, who
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
	(Name of Acknowledger Typed, Printed or Stamped)
	Commission Number

"RECIPIENT":

Witnesses: Morre Marie Parcea Dirair Manay Cheens	Junior Achievement of South Florida, Inc., a Florida Not For Profit Corporation By: Muria Sallarulo Typed or Printed Name Title: CSO/President
STATE OF FLORIDA COUNTY OF BROWARD	
Junior Achievement of South Florida, Inc	fore me this 27 day of Sept couler., 2017 as CEO, President of a, a Florida Not For Profit Corporation. He/she is personally Licese (type of identification) as identification.
NOTARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
LISABELLE TORRES Notary Public - State of Florida My Comm. Expires Sep 30, 2018 Commission # FF 184375	(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

CITY OF POMPANO BEACH FISCAL YEAR 2018

FUNDING FOR NON-FOR-PROFIT ORGANIZATIONS

1.	Legal Name of Organization: Junior Achievement of South Florida				
2.	Mailing Address: 1130 Coconut Creek Blvd. Coconut Creek, FL 33066				
3.	Date of Incorporation: 1959 3a: Does your organization fall within Section 501(c)3 and Section 501(a) of the Internal Revenue Code? Yes X				
4.	Chief Executive Officer: Laurie Sallarulo				
	Official Title: CEO/President Telephone #: 954-979-7111				
5.	Contact Person (if different from above): Gina Griffin Telephone #: 954-232-3806				

- 6. Provide a brief description of the organization's goals and objectives:

 Junior Achievement of South Florida's mission is to inspire and prepare young people throughout Broward and south Palm Beach counties to succeed in a global economy through over twenty programs that address:
 - **Drop Out Prevention**: Although there is no single reason that students drop out of school, disengagement is a top one. Junior Achievement (JA) programs reengage students and make learning more relevant. These interactive programs help students realize that school success is tied to real-life success. While the estimated U.S. national graduation rate is 73%, the rate for JA students involved in a longitudinal study with two JA experiences is 93%, and those with more than three JA experiences is 100%.
 - **Financial Literacy Gap**: The families with the greatest need are most often those who do not understand budgeting or how to manage their money. JA programs can help close the gap in financial illiteracy by building sound financial behaviors early in life.
 - Career Soft Skills Gap: Junior Achievement programs help students practice and utilize leadership and career skills, like making critical decisions, working in teams, problem solving, and communication. Applying these skills in real life situations allows students to learn the difference between good and bad behaviors/decisions.
 - Entrepreneurial Education: Sparking the flame of business ownership can change a family's destiny and an entire community. JA lights the match for hundreds of students and flames the inspiration and courage needed to start a business.
 - Career Awareness: Many of Junior Achievement's programs allow students to "live in the adult world" for a day and to gain exposure to the vast variety of industries and careers available to them. They are able to explore careers and gain valuable insight and motivation to begin their own path to meaningful work.

- 7. Amount of funding requested: \$2.500
- 8. Provide a brief description of how City funds would be spent and identifying the community need(s) to be addressed. This should include what exactly will be provided and to how many people (City residents).

Junior Achievement of South Florida (JA) is facing the financial education crisis in this country head-on. JA BizTown and JA Finance Park have been built into the public school curriculum with extensive experiential, hands-on activities. Each program begins in the classroom with sixteen (16) hours of curriculum taught by teachers, who have been trained by Junior Achievement. Teachers are provided with a complete guide including lesson plans, discussion points, tests, handouts, transparencies, posters, etc.

JA BIZTOWN:

For JA BizTown, the in-class curriculum covers 1) Community and Economy 2) Financial Literacy 3) Work-Readiness and 4) Business Management. Students explore, interview for, prepare for, train for, and experience various careers available at JA BizTown. These, include STEM careers, like a Lemon Suds Cleaner at Chick-fil-A; Electricity Experimenter for FPL; or Meteorologist for Local 10. JA BizTown showcases science and math in the real-world and ignites a spark in students to have an interest in careers in these fields. Students are then transported to JA BizTown for a one-day experience. Students run the various eighteen businesses, earn paychecks, open/manage bank accounts, take out and repay business loans, vote, price and advertise goods and services for sale, and more. Students become full-fledged consumers by making purchases at other student-run businesses within the "town." One of the goals is to pay back their business loan by the end of the day.

JA FINANCE PARK:

For JA Finance Park, students

- Understand the role of financial institutions and their services by learning about credit, interest, debit cards, saving, investing, and stock. They will identify the advantages and disadvantages of saving, investing, and using credit.
- 2. Are introduced to different kinds of taxes. They will identify salaries and benefits and see how deductions are made from an employee's paycheck.
- 3. Experience creating and maintaining a budget and identify the reasons for budgeting. Through case studies, they evaluate budget components and practice making budget decisions.

Students are then transported for a one-day experience at JA Finance Park. Students are assigned family/income scenarios and then visit businesses to gather information for their personal financial decision-making. Students purchase housing, transportation, furnishings, and use banking services to obtain financing, contribute to non-profits, purchase food, health care, and other necessities, make investment decisions, and allow for optional spending such as dining out and entertainment. In all, students create and balance a 21-line item budget covering all the needs and wants of a typical individual or family.

- 9. How will the recommended funding compliment the array of City services currently being provided to City residents?

 Thank you for investing in this essential education that has been also as a service currently being provided to City residents?
 - Thank you for investing in this essential education that has been provided at no charge to the public school students in your city since 2009. The students we are training today are the future drivers of your local economy your consumers, your employees, and your business owners. Last year (2016-17) was the first year Junior Achievement of South Florida sought funding from local municipalities, although we have served every 5th and 8th grade public school student in Broward County through JA BizTown and JA Finance Park since JA World Huizenga Center opened.
- 10. Will the recommended grant amount result in the leveraging of additional funds from the County, State, Federal or other foundations/agencies which require a local match like a contribution from the City of Pompano Beach? Yes X No _
 - 10a. If yes, what is the ratio of this other funding to the City's recommended funding? 1:1
- 11. Does your organization receive support from the County or other cities? Yes X

11a. If yes, please list the amount(s) and source(s).

During our 2016-2017 fiscal year (July 1 – June 30):
City of Hollywood \$ 5,000
City of Margate \$ 1,000
City of Oakland Park \$ 15,000
City of Tamarac \$ 250

Broward County Public Schools \$342,228
Broward County \$300,000

12. What percentage of your organization's budget is direct delivery of services as opposed to "overhead"? 85%

13. PERFORMANCE MEASURES

Please list below the various levels of service (performance measures) that your organization will be providing to residents of the City of Pompano Beach.

Total Persons Served	46,818	46,861	46,862	
2 - 1:		Fiscal	Next Year	Date
		Year	Proposed	JA World
	2016	2017	2018	•
	BT/FP	ALL	BT/FP only	
	only	programs		
# of Pompano Beach residents served	2,030	2,579	1,919	
8th -Crystal Lake - Finance Park	453	414	140	3/14/18
			140	3/15/18
			140	3/16/18
Bth- Pompano Beach – Finance Park	340	320	176	11/8/17
			176	11/9/17
6th-7th-Cross Creek - Career Success		54		
9th-10-Pompano Bch HS - Personal Finan.		78		
9th-Blanche Ely HS -Personal Finance		240		
10th -Blanche Ely HS - Job Shadow		50		
11th -Blanche Ely HS - Be Entrepreneurial		30		
5th-Broadview ES - BizTown	150	151	154	2/16/18
5th-Cresthaven ES - BizTown	93	124	89	5/11/18
5th-Cypress ES - BizTown	121	122	80	5/11/18
5th-Drew, Charles ES – BizTown	69	110	92	1/31/2018
5th-Lighthouse Christian - BizTown	27	20		
5th-Markham, C. Robert ES - BizTown	70	86	67	12/18/17
5th-McNab ES – BizTown	1120	105	104	11/2/2017
5th-Nanorest ES - BizTown	1137	122	150	12/4/2017
5th-Palmview ES – BizTown	102	94	102	5/7/2018
5th-Pompano Beach ES - BizTlown	68	84	81	11/14/17
1st-Pompano Beach ES - Our Families		22		
2 nd -Pompano Beach ES - Our Community		22		
5th-Sanders Rark ES - BizTown	88	80	65	11/9/2017
5th -Somerset Pines Academy - BizTown	75	93	93	5/3/2017
5th - Tedder ES - BizTown	122	112	107	5/7/2018
K - Tedder ES - Ourselves		22		2/1/2010
2 nd - Tedder ES - Our Community		22		

⁼ Days Reimbursement will be based upon

Line Item Budget Organization's Annual Budget Organization: Junior Achievement of South Florida (1st column is projected - audit in pro Fiscal Year mm/dd From: 1-Jul To <u>30-</u>Jun Round all figures to nearest dollar amount. Last Year's Actuals Current Year Line Items Y 7/1/2016 to 6/30/2017 FY 7/1/2017 to 6/30/2018 Income 1 General Fees for Services \$610,965 \$513,413 2 Corporate Support \$1,530,163 \$1,460,000 3 Foundation Support \$556,045 \$394,500 4 Other Private Support \$488,777 \$525,000 5 Government Support - Federal \$68,000 \$0 6 Government Support - State/Regional **\$**0| \$0 7 Government Support - Local/County \$334,494 \$545,000 8 Other Revenue \$949,033 \$833,000 9 Total Cash Income (Lines 1:8) \$4,537,477 \$4,270,913 Expenses 10 Personnel - Administrative \$1,729,131 \$1,882,646 11 Outside Consultant/Services Fees \$68,282 **\$0** 12 Occupancy Costs \$326,923 \$477,620 13 Travel \$7,489 \$7,550 14 Marketing \$57,812 \$13,800 15 Equipment \$74,696 \$47,400 16 Outside Other Fees/Services 17 Remaining Operating Expenses \$1,414,835 \$1,328,712 18 Total Cash Expenses (Lines 10:17) \$3,679,168 \$3,757,728 **Totals** 19 Total In-Kind Contributions \$1,311,926 \$1,092,500 20 Total income (Lines 9+19) \$5,849,403 \$5,363,413 21 Cash reserves - end year (line 18 - 9) \$858,309 \$513,185

Exhibit A

June 20, 2017

Ms. Laurie Sallarulo Junior Achievement of South Florida 1130 Coconut Creek Blvd. Coconut Creek, FL 33066

Dear Laurie,

Sincerely,

It is with great pleasure that I inform you that I am offering a pledge of support to Junior Achievement of South Florida. This pledge is to assist you with securing funding from Broward municipalities. I agree to match \$85,000 in funding raised from cities in Broward County.

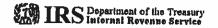
In order for Junior Achievement to deliver the necessary education in financial literacy, entrepreneurship and workforce readiness it will take private, corporate and public support. To date you have been successful in securing the investments of the Broward County School Board, Broward County Commission, State Department of Education and corporate and individual support. I believe the cities have a responsibility to invest in programs that prepare students for future success, especially those from low income families. The students that JA serves from every municipality will be our future consumers, employees and business owners.

I wish you much success in these endeavors.

ATTACHMENTS

501(c)3 letter

State of Florida Incorporation Certificate



CINCINNATI OH 45999-0038

In reply refer to: 0248367584 July 24, 2017 LTR 4167C 0 84-1267604 000000 00

00018902 BODC: TE

JUNIOR ACHIEVEMENT USA % TIMOTHY ARMIJO 1 EDUCATION WAY COLORADO SPGS CO 80906



036342

Employer identification number: 84-1267604 Group exemption number: 1116

Dear Taxpayer:

This is in response to your request dated July 13, 2017, for information about your tax-exempt status.

Our records indicate we issued a determination letter to you in January 1994, and you're currently exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also recognized the subordinates on the list you submitted as exempt from federal income tax under IRC Section 501(c)(3).

For federal income tax purposes, donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106 and 2522.

Because IRC Section 170(c) describes your subordinate organizations, donors can deduct contributions they make to them.

Please refer to www.irs.gov/charities for information about filing requirements. Specifically, IRC Section 6033(j) provides that, if you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

In addition, each subordinate organization is subject to automatic revocation if it doesn't file a required return or notice for three consecutive years. Subordinate organizations can file required returns or notices individually or as part of a group return.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).



OGDEN UT 84201-0038

In reply refer to: 0441646085 Feb. 19, 2010 LTR 4168C E0 59-0871446 000000 00

00029847

BDDC: TE

JUNIOR ACHIEVEMENT OF SOUTH FLORIDA 1130 COCONUT CREEK BLVD COCONUT CREEK FL 33066-1647

RECEIVED FEB 23 2010



104994

Employer Identification Number: 59-0871446
Person to Contact: A. HOPKINS
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 09, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in May 1994.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

- Held Brown

Sheila Bronson

Dept. Manager, Code & Edit/Entity 3

State of Florida Department of State

I certify from the records of this office that JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on January 13, 1984.

The document number of this corporation is N00908.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 20, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of January, 2017



Ken Detran Secretary of State

Tracking Number: CC8049321245

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication