MISCELLANEOUS APPROPRIATIONS CONTRACT

THIS CONTRACT is made and entered into this 11th day of December, 2018, by the City of Pompano Beach ("City") and <u>Junior Achievement of South Florida</u>, a Not For Profit Corporation authorized to do business in the State of Florida ("Recipient").

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2018-19 (October 1st through September 30th), the sum of \$20,000 to RECIPIENT, to conduct a program entitled or activity as described in Exhibit "A" which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2018 and ending September 30, 2019; 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

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. <u>Contract Documents</u>. This Contract consists of the following Exhibits: Exhibit A Recipients Requirements, Contractual Responsibilities and Program Description; Exhibit B Payment Schedule; and Exhibit C Insurance Requirements when applicable all of which are attached hereto and made a part hereof and incorporated herein; and all written change orders and modifications issued after execution of this Contract.

2. <u>Term of Contract</u>. This Contract shall be for the period beginning October 1, 2018 and ending September 30, 2019.

3. <u>Renewal</u>. This Contract is not subject to renewal.

4. <u>City's Maximum Obligation</u>. City agrees to pay Recipient for conducting the Program. Both parties agree that unless otherwise directed by City in writing, Recipient shall continue to provide the Program during the term of this Contract.

5. <u>Payment of Program or Activity</u>. City shall pay Recipient for performance of the program in accordance with Exhibit B, Payment Schedule.

6. <u>Disputes</u>. Any factual disputes between City and the Recipient in regard to this Contract shall be directed to the City Manager for the City, and such decision shall be final.

7. <u>Contract Administrators, Notices and Demands</u>.

A. <u>Contract Administrators</u>. During the term of this Contract, the City's Contract Administrator shall be City Manager or Designee and the Recipient's Contract Administrator shall be <u>Erjeta Diamanti</u> (or their authorized written designee) as further identified below.

B. <u>Notices and Demands</u>. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Recipient:	Gina Griffin, Grants Manager
-	Junior Achievement of South Florida
	1130 Coconut Creek Blvd.
	Coconut Creek, FL 33066
	Office:
	Cell: 954-232-3806
	Email: Gina@jasouthflorida.org
	Fax: 954-971-3525
If to City:	City Manager or Designee, Contract Administrator
·	Greg Harrison
	City Manager
	Office: (954) 786-4601
	Email: greg.harrison@copbfl.com
With a copy to:	Antonio Pucci, Contract Manager
	100 West Atlantic Blvd.
	Pompano Beach, FL 33060
	Phone: (954) 786-5574
	Email: antonio.pucci@copbfl.com

8. <u>Ownership of Documents and Information</u>. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Recipient as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Recipient for said Work product. City's re-use of Recipient's Work product shall be at its sole discretion and risk if done without Recipient's written permission. Upon completion of all Work contemplated hereunder or termination of this Contract, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Recipient may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party

whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Contract.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Recipient free of charge.

9. <u>Termination</u>. City shall have the right to terminate this Contract, in whole or in part, for cause, default or negligence on Recipient's part, upon ten (10) business days advance written notice to Recipient. Such Notice of Termination may include City's requests for certain product documents and materials, and other provisions regarding the program.

If there is any material breach or default in Recipient's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Contract immediately and Recipient shall not be entitled to receive further payment from the effective date of the Notice of Termination.

In the event that the City of Pompano Beach fails for any reason to appropriate funds for this contract, this Contract shall be deemed terminated and City shall provide Recipient with ten (10) business 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.

10. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

In order to be entitled to the benefit of this provision, within five (5) days after the beginning of any such delay, a party claiming an event of Force Majeure shall have given the other party written notice of the cause(s) thereof, requested an extension for the period and also diligently proceeded to correct the adverse effect of any Force Majeure. The parties agree that, as to this provision, time is of the essence.

11. <u>Insurance</u>. If required, Recipient shall maintain insurance in accordance with Exhibit "C" throughout the term of this Contract.

12. <u>Indemnification</u>. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Contract.

A. Recipient shall at all times indemnify, hold harmless and defend the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Recipient and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Recipient, its agents, officers and/or employees, in the performance of services of this contract. Recipient agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Recipient hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

B. Recipient acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Recipient. The parties agree that one percent (1%) of the total compensation paid to Recipient hereunder shall constitute specific consideration to Recipient for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Contract.

13. <u>Sovereign Immunity</u>. Nothing in this Contract shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Article 768.28, Florida Statutes.

14. <u>Non-Assignability and Subcontracting</u>.

A. Non-Assignability. This Contract is not assignable and Recipient agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Recipient to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Contract whereby City shall be released of any of its obligations hereunder. In addition, this Contract and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Recipient's insolvency or bankruptcy, City may, at its option, terminate and cancel this Contract without any notice of any kind whatsoever, in which event all rights of Recipient hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Recipient shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Recipient shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Recipient may subcontract Work in accordance with this Article, Recipient remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

15. <u>Performance Under Law</u>. The Recipient, in the performance of duties under the Contract, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

16. <u>Audit and Inspection Records</u>. The Recipient shall permit the authorized representatives of the City to inspect and audit all data and records of the Recipient, if any, relating to the program being funded by this contract until the expiration of three years after final payment under this contract. The Recipient agrees that such inspections and audits may include the audit of the financial affairs of the Recipient by authorized City representatives, and may be done at any time with no advance notice by the City.

The Recipient further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

In the event RECIPIENT receives fifty thousand dollars (\$50,000.00) or more from the City of Pompano Beach, the City of Pompano Beach reserves the right to request 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. If such a request is made by the City, all grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. Upon request, this report shall be due within 120 days of the close of the CITY'S fiscal year.

17. <u>Adherence to Law</u>. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

18. <u>Independent Parties</u>. The Recipient shall be deemed an independent Recipient for all purposes, and the employees of the Recipient or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Recipient, its contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

Furthermore; nothing in this contract 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. 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 contract and the Recipient's program or activity generally described herein and more particularly described in Exhibit "A" to this contract.

19. <u>Mutual cooperation</u>. The Recipient recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Recipient shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Recipient shall not make any statements or take any actions detrimental to this effort.

20. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Recipient shall comply with Florida's Public Records Law, as amended. Specifically, the Recipient shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of 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 contract term and following completion of the contract if the Recipient does not transfer the records to the City.

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

B. Failure of the Recipient to provide the above described public records to the City within a reasonable time may subject Recipient to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK 100 W. Atlantic Blvd., Suite 253 Pompano Beach, Florida 33060 (954) 786-4611 <u>RecordsCustodian@copbfl.com</u>

21. <u>Governing Law</u>. This Contract has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

22. <u>Waiver and Modification</u>.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Contract provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Recipient be considered a waiver of City's rights with respect to that default or any other default by Recipient.

C. Either party may request changes to modify certain provisions of this Contract; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Contract.

23. <u>No Contingent Fee</u>. Recipient warrants that other than a bona fide employee working solely for Recipient, Recipient has not employed or retained any person or entity, or

paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Contract or contingent upon or resulting from the award or making of this Contract. In the event of Recipient's breach or violation of this provision, City shall have the right to terminate this Contract without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

24. <u>Attorneys' Fees and Costs</u>. In the event of any litigation involving the provisions of this Contract, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

25. <u>No Third Party Beneficiaries</u>. Recipient and City agree that this Contract and other contracts pertaining to Recipient's performance hereunder shall not create any obligation on Recipient or City's part to third parties. No person not a party to this Contract shall be a third-party beneficiary or acquire any rights hereunder.

26. <u>Public Entity Crimes Act</u>. As of the full execution of this Contract, Recipient certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Recipient is subsequently listed on the *Convicted Vendors List* during the term of this Contract, Recipient agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

27. <u>Entire Contract</u>. This document incorporates and includes all prior negotiations, correspondence, conversations, contracts or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, contracts or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or contracts, whether oral or written.

28. <u>Headings</u>. The headings or titles to Articles of this Contract are not part of the Contract and shall have no effect upon the construction or interpretation of any part of this Contract.

29. <u>Counterparts</u>. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Contract and any signatory hereon shall be considered for all purposes as original.

30. <u>Approvals.</u> Whenever CITY approval(s) shall be required for any action under this Contract, said approval(s) shall not be unreasonably withheld.

31. <u>Absence of Conflicts of Interest.</u> Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any

manner with their performance under this Contract and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

32. <u>Binding Effect.</u> The benefits and obligations imposed pursuant to this Contract shall be binding and enforceable by and against the parties hereto.

33. <u>Severability</u>. Should any provision of this Contract or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Contract shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year hereinabove written.

Witnesses:	CITY OF POMPANO BEACH		
	By:	REX HARDIN, MAYOR	
	By:	GREGORY P. HARRISON, CITY MANAGER	
Attest:			
ASCELETA HAMMOND, CITY CLERK		(SEAL)	
APPROVED AS TO DEPARTMENT HEAD:			
By:			
STATE OF FLORIDA COUNTY OF BROWARD			

The foregoing instrument was acknowledged before me this _____ day of ______, 20__ by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"RECIPIENT"

the evenent of South Florida (Print or type name of company

Witnesses: NOIG rint or Type Name)

By larula

Print Name: 🖌

\$ \$PED Title:

Business License No.

STATE OF Flogrom COUNTY OF Brown

200 (Print or Type Name)

of Junior Achievenent of South Planda, a as Trisident & CEO Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced VALID FLORIDA Drivers Lies. (type of identification) as identification. Ruben P. Sacks Commission # FF995227 Expires: June 24, 2020 Bonded thru Aaron Notary PUBLIC, STATE OF FLORIDA NOTARY'S SEAL (Name of Acknowledger Typed, Printed or Stamped)

4995277

Commission Number

Miscellaneous Appropriations Contract 9/5/2018 ACP

Exhibit A Recipients Requirements

- 1. RECIPIENT agrees to do as follows:
 - a) To accept the funds as appropriated in accordance with the terms of this Contract;
 - b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, the CITY reserves the right to request a copy of the matching fund contract along with a financial report; 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 a W9 form; 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 Contract shall be resolved in favor of the more restrictive guidelines; and
 - e) To utilize allotted funds under this Contract for the sole purpose set forth in this Contract – FRAUDULENT USE OF CITY FUNDS WILL RESULT IN THE TERMINATION OF THIS CONTRACT AND THE RECIPIENT SHALL BE OBLIGATED TO RETURN ALL THE FUNDS AWARDED BY THIS CONTRACT. IN ADDITION, THE CITY RESERVES ANY AND ALL RIGHTS AFFORDED UNDER THE LAW INCLUDING PROSECUTION FOR SUCH FRAUDULENT USE OF CITY FUNDS IN A COURT OF COMPETENT JURISDICTION; 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 Contract upon the finding that the terms of any contract 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 which includes, but not limited to:
 - i. Personal digital assistants (PDAs), cell phones, smartphones, and similar devices
 - ii. Service costs to support PDAs, cell phones, smartphones, and similar devices such as wireless services and data plans
 - iii. Proposal preparation including the costs to develop, prepare or write the proposal
 - iv. Pre-award costs
 - v. Entertainment (i.e. disc jockey, band, performers for social events, bounce houses, mobile video gaming, trains)
 - vi. Out-of-state travel; non-local travel expenses
 - vii. Gift cards
 - viii. Purchase/lease of facilities or vehicles (e.g., buildings, buses, vans, cars)
 - ix. Rentals one day only (written justification and approval needed for additional time)
 - x. Land acquisition

- xi. Furniture
- xii. Honorariums for presenters/speakers and any costs associated with travel expenses
- xiii. Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
- xiv. Tuition/Scholarships
- xv. Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- xvi. Clothing or uniforms (written justification and approval needed)
- xvii. Project banquets/luncheons
- xviii. Costs for items/services already covered by indirect costs allocation (supplanting)
- xix. Out of state college tours
- xx. Out of county field trips
- xxi. Alcohol
- xxii. Airfare
- xxiii. Boat rentals
- xxiv. Family incentives
- xxv. Auto insurance/car mileage
- xxvi. Stipends
- xxvii. Payroll taxes
- xxviii. Laboratory fees
 - xxix. Computers
 - xxx. Health benefits
- xxxi. Appliances and home goods (written justification and approval needed)
- xxxii. Digital Cameras
- xxxiii. Plaques
- xxxiv. Hotel Costs
- xxxv. Housing (written justification and approval needed based on programming)
- 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 under this Contract; and
- 2) RECIPIENT agrees to provide the City Manager's Office or designee with a quarterly narrative progress report on the program or activity described in Exhibit "B" Payment Schedule. 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 Exhibit "B" Payment Schedule. 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) - September 30th

However, if any of the above dates fall on a weekend, then the due date will be extended to the next business day, thereafter, as long as it does not exceed the term of this contact.

When submitting the quarterly reports RECIPIENT shall track and report to the CITY the following:

a. Current and final outcomes for the program based on the objectives provided in the RECIPIENT's grant application

b. Include all available statistics and/or numbers regarding the demographics of individuals served by the program; such as the number of CITY of Pompano Beach residents served (include tracking method used)

- i. Age
- ii Race
- iii Gender
- iv Zip Codes
- v Household income (if applicable)
- c. Describe accomplishments of the program to date
- d. Summary of the impact the program has had on its intended target audience; to include challenges faced, photographs of the project and success stories (How did the CITY's funding make a difference in a resident/recipient's life?)
- 3) The approved budget for the RECIPIENT, included in Exhibit "B" Payment Schedule 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 shall submit financial reports with all required documentation of expenditures (including original receipts/proofs of payments and itemized list).

Failure from the RECIPIENT to provide a Quarterly or Final report shall forfeit all outstanding project funding and shall render the RECIPIENT ineligible for additional funding from the CITY.

RECIPIENT shall not be allowed to receive any new funding from the CITY if RECIPIENT has any unspent or uncommitted funds from a previous awarded contract that <u>have not</u> been returned to CITY.

- 4) RECIPIENT agrees that any funds provided by the CITY for the operation of the program or activity during the current CITY's fiscal year, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the CITY.
- 5) RECIPIENT shall not use the CITY's logo, materials, or testimony for promotion of the RECIPIENT's program without written authorization from the CITY Manager or its designee.
- 6) RECIPIENTS shall attend a mandatory Orientation provided by the CITY at a date to be determined by the CITY. Failure to attend said Orientation shall be grounds for termination of the contract.
- 7) In cases where a contract is terminated by the CITY for default by RECIPIENT, the CITY reserves the right to deny RECIPIENT's future applications for new funding for a time to be determined by the City Manager, and/or his or her designee, and/or the City Commission.

Organization Name:	Junior Achievement of South Florida
Program Funded:	Pompano Beach: JA BizTown - JA Finance Park - JA Inspire
Amount Funded:	\$20,000

Program description: This initiative includes three high-impact, hands-on workforce-readiness, educational programs, and delivers them to all of Pompano Beachs public school fifth and eighth grade students.

JA BizTown citizens will learn how their interests and skills can lead to exciting careers. They will have an opportunity to assess their own skills and interests and to see what kinds of jobs are available at JA BizTown. They will even have an opportunity to fill out a job application and experience the job interview process. Students will:

- Recognize their interests and skills.
- Explain the relevance of interests and skills in career exploration and planning.
- Distinguish the differences among the four primary career types: people, ideas, data, and things.
- Categorize STEM careers into different types.
- Demonstrate appropriate workplace behaviors.
- Define resume, job interview, and applicant.
- Complete a job application.
- Model appropriate business greetings.
- Demonstrate proper interview skills.

JA Finance Park students will recognize the fundamental role that income plays in their personal finances and the factors that affect income and take-home pay. They will discover how their decisions about education and careers make an impact on their potential income and quality of life. Students will:

- Rate their interests, abilities, and values.
- Determine work preferences and match them to career choices.
- Define taxes and explain their purpose and impact on income.
- Figure net monthly income.

JA Inspire allows students to:

- Connect with professionals from some of the region's most prominent employers.
- Explore career pathways and learn about the skills needed for in-demand jobs.
- Empower students to connect their own interests with a variety of career opportunities.
- Strengthen their coursework pathway for high school and beyond.

Funding of \$20,000 from the City of Pompano Beach will cover:

- \$10 of the \$85 cost per student to deliver the JA BizTown program to 821 fifth graders.
- \$10 of the \$85 cost per student to deliver the JA Finance Park program to 789 eighth graders.
- Transportation for Pompano Beach Middle and Crystal Lake Middle School eighth grade students to get to and from the JA Inspire Career Fair.
- A small portion (\$700) of the In-Class Program Managers salary to help implement JA Inspire.

JA BIzTown Simulations:	Finance Park, JA Inspire Program Bu	Number Served
	November 8, 2018	101
	November 13, 2018	71
	October 15, 2018	113
	October 4, 2018	78
	December 14, 2018	100
	December 5, 2018	132
	January 11, 2019	93
	November 8, 2018	67
	January 25, 2019	66
JA Finance Park Simulation:		
	April 25, 26, 29, 2019	356
	October 8, 9, 10, 2018	433
JA Inspire In-Class Curriculum and Job Fair Day:	ed through JA BizTown and JA Finance Park:	1,610
	Friday, February 8, 2019	356
	Friday, February 8, 2019	433
	imber of Students Served through JA Inspire:	
EXPENSES	imber of Students Served through 5A hispire.	105
Program Salaries - all provide hands-on services with		
Program Coordinator, Adminstrative Support Leader, I Coordinator, Receptionist, Program Manager (3), Prog		40 554
Benefits	ram Assistants (4), In-class Program Manager	46,551
		7,908
Payroll Taxes		3,571
Non-Personnel:		
Business Development		269
Insurance		3,222
Leased Equipment		2,728
Marketing		25
Facility Use		10,075
Postage and delivery		402
Printing JA BizTown and JA Finance Park		
Printing JA Inspire		
Professional Fees		
Curriculum		
Capstone/Franchise Fees		
Repairs and Maintenance		
Subscriptions and Dues		
Supplies Office		
Supplies Career Fair - Vendor (approx. 40) & Volunteers snacks and water		
Telephone and Fax		538
Transportation - Bus to and from JA World for BizTowr	and Finance Park INKIND	8,050
Transportation - Bus to/from Career Fair Pompano Beach MS 7 busses *\$50/hr		1,400
Transportation - Bus to and from Career Fair Crystal Lake MS 9 busses*\$50/hr		1,800
Travel - Staff		504
Utilities		5,219
Volunteers - JA BizTown/JA Finance Park (11 each da	y*8hr@\$23.33/hr) INKIND	33,283
Volunteers - JA Inspire (80/day*8hr@\$23.33/hr) INKIN		14,931
Volunteer Recruitment, Training, Background		3,818
TOTAL EXPENSES		173,089
REVENUE		
Broward County Public Schools (BCPS) (\$10 per Biz	Town/Finance Park student)	16,100
BCPS Bus Transportation (\$5 per BizTown/Finance P		8,050
BCPS (\$2.62 Curriculum/BizTown student and \$4.82 Curriculum/Finance Park)		5,954
BCPS (\$2.52 Curriculum/Biz Town student and \$4.82 Curriculum/Finance Park) Broward County (\$15.39 per BizTown/Finance Park student)		24,778
City of Pompano Beach		20,000
Matching Gift from Private Donor	wave 10 Maria Characterista	20,000
Additional Funding Secured by Junior Achievement th	irougn JA world Storetronts	29,993
Volunteers - INKIND JA BizTown/JA Finance Park		33,283
Volunteers - INKIND JA Inspire		14,931



OGDEN UT 84201-0038

In reply refer to: 0441646085 Feb. 19, 2010 LTR 4168C E0 59-0871446 000000 00 00029847 BODC: TE

JUNIOR ACHIEVEMENT OF SOUTH FLORIDA 1130 COCONUT CREEK BLVD COCONUT CREEK FL 33066-1647 RECEIVED FEB 2 3 2010



04994

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)(l) and 170(b)(l)(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,

- Heild Bronson

Sheila Bronson Dept. Manager, Code & Edit/Entity 3

Form	W-	-9
(Rev. C	ctober 2	2018)
		ne Treasury
Internal	Revenue	Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.				
	JUNIOR ACHIEVEMENT OF SOUTH FLORIDA				
	2 Business name/disregarded entity name, if different from above				
s on page 3.	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
be.			Exempt payee code (if any)		
Ę₫	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner	rship) 🕨			
Print or type. Specific Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner,				
scif	✓ Other (see instructions) ► NON-PROFIT	(Applies to account: maintained outside the U.S.)			
Spe	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name	and address (optional)		
See	1130 COCONUT CREEK BOULEVARD				
	6 City, state, and ZIP code	1			
	COCONUT CREEK, FLORIDA 33066				
	7 List account number(s) here (optional)				
Par	t I Taxpayer Identification Number (TIN)				
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	oid Social sec	curity number		
backu	p withholding. For individuals, this is generally your social security number (SSN). However, f	ora			
reside	nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>				
TIN, la	ater.	or			
Note:	If the account is in more than one name, see the instructions for line 1. Also see What Name		identification number		
Numb	er To Give the Requester for guidelines on whose number to enter.				
		59	- 0 8 7 1 4 4 6		
Parl	II Certification				

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am
- no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) Indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the pertification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Juri	Allow	Date >	10	129	118	
	/	-						

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- · Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Junior Achievement of South Florida

Year Applying: 2018-2019

Mission: Junior Achievement of South Floridaâ€[™]s mission is to inspire and prepare young people throughout Broward and south Palm Beach counties to succeed in a global economy.

Overview: Junior Achievement of South Florida fulfills our mission through over twenty volunteerbased K-12 programs provided in local classrooms and at the JA World Huizenga Center at Broward College. Approximately 60% of the children we serve are eligible for free/reduced priced lunches, though it varies per school. Last year we served 47,085 K-12 students last year with the help of a recordbreaking 7,150 volunteer mentors!

Junior Achievement of South Florida's twenty-plus K-12 programs address

• Work-readiness JA programs empower and prepare local students to succeed in the work force. Through volunteer mentors we educate students about employer expectations and real world work experiences. Students develop and strengthen the soft skills, technical skills, and interview skills needed to stand out.

• Career Awareness Many JA programs let students "live in the adult world" for a day to explore careers and gain valuable insight and motivation to begin their own path to meaningful work.

• Leadership Skills JA programs help students, particularly high school students, practice and utilize leadership skills, make critical decisions, learn from actual good and "not so good" decisions, and make meaningful philanthropic investments.

• Drop Out Prevention JA programs reengage students and make school meaningful and even fun. 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 3+ JA experiences is 100%.

• Financial Literacy JA programs can stop the cycle of financial illiteracy.

 $\hat{a} \in c$ 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 from families in need.

Website: www.jasouthflorida.org

Which Funding Priority Does Your Nonprofit Qualify For: Workforce Readiness

Type of Organization: Education/Research

Executive Summary - How Nonprofit will use City of Pompano Beach Funding?

Funding from the City of Pompano Beach will help provide the

à€¢ JA BizTown in-class curriculum and culminating one-day simulation experience at JA World Huizenga Center at Broward College for 820 fifth grade students from Charles Drew, Cresthaven, Cypress, Markham, McNab, Norcrest, Palmview, Pompano Beach, and Sanders Park Elementary Schools. Following in-class curriculum, students will be transported to JA BizTown for a fully interactive, true-tolife, simulated town experience to learn the fundamental relationship between academics and working for a living. Students will 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 will become full-fledged consumers by making purchases at other student-run businesses within the "town." • JA Finance Park in-class curriculum and culminating one-day simulation experience at JA World Huizenga Center at Broward College for 789 eighth grade students from Crystal Lake and Pompano Beach Middle Schools. Following 16-hours of in-class curriculum, students will be transported to JA Finance Park to explore career opportunities and create a 21-line-item budget based on an assigned an individual profile, including career, family size, credit score, salary and student loans.

• (NEW!) JA Inspire in-class curriculum and culminating JA Inspire Career Fair Day for 789 eighth grade students from Crystal Lake and Pompano Beach Middle Schools on Friday, February 9, 2019 at JA World Huizenga Center at Broward College. JA Inspire is a career pathways exploratory program that gets students to examine their individual interests to figure out where they want to be, and then connects students to local employers to open students' eyes to skills and coursework needed to get them there.

How Does Your Nonprofit/Program Fit the Guidelines and Funding Interests?

Junior Achievement believes that helping young people gain the skills they need to compete in the workforce is critical to their future success and the vitality of our economy. JA has long been a leader in providing hands-on, relevant, interactive, project based critical career skills training that helps prepare youth for the workforce. In fact, this has been one of our three core focuses for several decades. Sir Richard Branson recently stated, $\hat{a} \in \mathfrak{A}$ transformation of education is necessary to create more effective outcomes for students, $\hat{a} \in \mathfrak{A}$ and then cited JA as the model framework through which to achieve such a transformation. $\hat{a} \in \mathfrak{R}$ Not only does JA inspire passionate young people, $\hat{a} \in \mathfrak{A}$ Sir Richard said, but $\hat{a} \in \mathfrak{R}$ they fuel the entrepreneurial spirit and cultivate a culture of success. $\hat{a} \in \mathfrak{A}$

JA of South Floridaâ€[™]s leadership is committed to creating opportunities and pathways for employability of youth. The leadership is dedicated to further developing innovative programs that produce highly effective outcomes for students. We recognize that programs like JA BizTown, JA Finance Park and JA Inspire, must not only provide skills training that will prepare students for employment and entrepreneurship, but must also promote and support employment and selfemployment.

JA has a massive opportunity and ability to link with businesses, educational institutions, governmental entities, etc. due to the very nature of our core focus areas of workforce readiness, entrepreneurship and financial literacy. Our mission is well aligned with the focuses of many business leaders, governmental representatives and educational institutions. We are all focused on the issue of building a talent pipeline for the future.

JA has very strong ties to business leaders and has several ways that we interact with them on a regular basis. First, we are fortunate to have a diverse board of directors of 56 business people who are committed to supporting the mission. These members represent companies of various sizes across many industries. These companies are involved with JA in many ways and have come to trust JA's expertise in the areas of workforce readiness, entrepreneurship and financial literacy.

Second, JA hosts a CEO Advisory Council, which brings C-level executives together 3-4 times a year, to discuss issues like workforce development. Through these meetings we are able to better understand the needs of the employers and educate them on why strategies like soft skills training can help prepare the next generation of employees. We communicate with these leaders throughout the year and share successful examples of the experiences of youth and employers through our various programs. This forum also allows us to encourage these leaders to get their employees involved in our programs as volunteer mentors.

Junior Achievement of South Florida, celebrating next year one hundred years of service worldwide, and sixty year of service locally, is proud to serve the residents of Pompano Beach through our work readiness, entrepreneurship, and financial literacy programs.

Statement of Need: According to Broward by the Numbers (1/2017), youth unemployment remains consistently higher than other age groups. Currently, 15% of adults under 25 are unemployed. In part, this is due to unskilled workers entering the labor force from high school. Employers cite a lack of critical life and soft skills as a key barrier to employment. And the demand for these types of skills is only increasing. According to Harvard University research, occupations that require strong social skills have grown faster than others since 1980 and show consistent wage growth since 2000. Since educational leaders have focused on increasing academic standards and measuring progress through a barrage of tests, soft skills have been pushed aside, leaving our youth at a distinct disadvantage. JA BizTown addresses soft skills training at an early age, teaching customer service, communication, teamwork, adaptability, problem-solving, creativity, work ethic, interpersonal skills and even time management. JA Inspire teaches necessary success skills and provides an opportunity to utilize them at the culminating at a JA Inspire Career Fair.

Todayâ€[™]s students have little opportunity in school to gain exposure to the plethora of careers that exist in our community across numerous industries. Whether a student is college-bound or bound for trade school, students need to have the opportunity to learn about careers that will excite them and motivate them to graduate and grow. The JA Finance Park program addresses this issue by introducing hundreds of career opportunities during the simulation portion, including salary ranges and educational requirements. Through JA Inspire, students learn about the career opportunities in our South Florida industries, while meeting and interacting with business representatives at all levels, leaving them inspired and motivated.

Does Your Organization Receive Matching Funds? Yes

If Yes, please explain the matching gift partnership you have: We have a private donor who will match your donation dollar-for-dollar.

Total Board Members: 56

Disabled:	unknown		
Minorities:	14		
Seniors:	21		

Include a Description of the Geographic Area You Serve: Broward County, Boca Raton and Delray Beach

Details – Program/Event 1

Which are you applying for? (Program/Event) Program

Program/Event:	Pompano Beach JA BizTown - JA Finance Park - JA Inspire
Type of Program/Event:	Nonprofit Program/Seminar/Workshop
If other:	n/a

Describe the program/event succinctly: This initiative includes three high-impact, hands-on workforce-readiness, educational programs, and delivers them to all of Pompano Beachâ€[™]s public school fifth and eighth grade students.

JA BIZTOWN

JA BizTown starts in the classroom with sixteen (16) hours of curriculum taught by Junior Achievementtrained teachers who are provided with a complete guide including lesson plans, discussion points, tests, handouts, transparencies, posters, etc. The in-class curriculum for JA BizTown covers work-readiness; community and economy; financial literacy; and business management. Students learn how their interests and skills can lead to exciting jobsâ€"including higher paying STEM jobsâ€"and careers. They will assess their interests and skills, and have an opportunity to fill out a job application and experience the job interview process for their job at JA BizTown. Positions 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 by bus to JA BizTown for a fully interactive, true-to-life, simulated town experience where students learn the fundamental relationship between academics and life beyond school. 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."

The students will be experiencing life "as an adult― for the day, working and living as citizens and employees of JA BizTown, while utilizing their newly learned soft skills necessary for successful participation in the world of work. The fundamental financial and life lessons learned will help ensure that these youth not only live, learn, work, and play in their communities, but more importantly, thrive.

JA FINANCE PARK

JA Finance Park also begins with the students completing sixteen (16) hours of in-class curriculum taught by their teacher. Students will make the distinction between abilities, aptitudes, interests, work preferences, and values. They will explore various sources of income, including salaries and wages, interest, and business profit. Students identify their career interests and how they relate to future income; they even set a career goal. The 8th grade students are then transported by bus for a one-day experience at JA Finance Park during which they become "adults" for a day.

There, they answer questions about their future education plans, like if they are planning to attend a tech school or get a 4-year degree, etc., and based on those answers they get assigned an individual profile. For example, Johnny is 30, single, has 3 kids and makes \$45,000 as a teacher at Nova Southeastern; Sally is 25, married, no kids, and makes \$55,000 at Wells Fargo Advisors.

Students spend the first part of the day at JA Finance Park researching all the categories of personal finance and exploring the career opportunities within the JA Finance Park storefronts. After completing the research, students figure out how much to spend on housing, insurance, transportation, etc. to create and balance a 21-line item budget.

By taking on adult responsibilities, kids develop personal money management skills, understand budgets and the importance of financial planning, become familiar with the use of financial services, utilize financial decision-making processes, and become better prepared for their future roles as consumers, investors, and workers.

JA INSPIRE

Much like JA BizTown and JA Finance Park, JA Inspire consists of four in-class lessons - three prior to the JA Inspire Career Fair and one reflection activity after the fair. The multi-component program is designed to have a deeper impact on the studentsâ€[™] ability to make a connection between middle and high school class choices and future career paths, while developing interview, interpersonal and employment research skills. The program involves a coalition of educators and industry leaders, led by Junior Achievement of South Florida, to provide students with hands-on experiences in considering high demand/high growth careers. Crystal Lake and Pompano Beach Middle Schoolsâ€[™] eighth graders will be transported by Junior Achievement for the JA Inspire Career Fair experience on February 8, 2019, where students will explore in an experiential, hands-on learning manner, various career opportunities in high-wage/high-demand industries. Though we are limiting the fairâ€[™]s student access to 2,500, this funding will ensure Pompano Beachâ€[™]s 8th graders are in attendance and receive the in-class curriculum.

The JA Inspire Career Fair will feature

- A showcase of careers of local industry leaders highlighting their career pathways.
- Exhibits including over 40 interactive career stations.
- More than 80 mentors who will share career advice with students.

• Student engagement with equipment, technology and the opportunity to "step into the shoes― of employees from all industries.

Elaborate on the program/event objectives. How do you plan on using the funding to solve the

problem? Work-readiness and career exploration are at the core of these three programs.

JA BizTown "citizens― will learn how their interests and skills can lead to exciting careers. They will have an opportunity to assess their own skills and interests and to see what kinds of jobs are available at JA BizTown. They will even have an opportunity to fill out a job application and experience the job interview process. Students will

• Recognize their interests and skills.

• Explain the relevance of interests and skills in career exploration and planning.

• Distinguish the differences among the four primary career types people, ideas, data, and things.

• Categorize STEM careers into different types.

• Demonstrate appropriate workplace behaviors.

• Define resume, job interview, and applicant.

• Complete a job application.

• Model appropriate business greetings.

• Demonstrate proper interview skills.

JA Finance Park students will recognize the fundamental role that income plays in their personal finances and the factors that affect income and take-home pay. They will discover how their decisions about education and careers make an impact on their potential income and quality of life. Students will $\hat{a} \in C$ Rate their interests, abilities, and values.

• Determine work preferences and match them to career choices.

• Define taxes and explain their purpose and impact on income.

• Figure net monthly income.

JA Inspire allows students to

• Connect with professionals from some of the region's most prominent employers.

• Explore career pathways and learn about the skills needed for in-demand jobs.

• Empower students to connect their own interests with a variety of career opportunities.

• Strengthen their coursework pathway for high school and beyond.

Funding of \$20,000 from the City of Pompano Beach will cover

• \$10 of the \$85 cost per student to deliver the JA BizTown program to 821 fifth graders.

• \$10 of the \$85 cost per student to deliver the JA Finance Park program to 789 eighth graders.

• Transportation for Pompano Beach Middle and Crystal Lake Middle School eighth grade students to get to and from the JA Inspire Career Fair.

• A small portion (\$700) of the In-Class Program Manager's salary to help implement JA Inspire.

What are the outcomes of your program/event? We will deem this program a success for the City of Pompano Beach when

(JA BizTown)

• 97% of the fifth graders complete the JA BizTown curriculum and simulation.

• 97% of students research and get a job at JA BizTown.

 $\hat{a} \in c$ 80% of students show an increase between the pre- and post-tests.

• Business CEO's create reports that detail production and sales figures, and provide instant feedback as to whether a business is meeting goals.

• 80% of student checkbook registers are reconciled to their bank statements.

(JA Finance Park)

• 97% of the eighth graders complete the JA Finance Park curriculum and simulation.

 $\hat{a} \in c$ At least 90% of the students correctly complete their budget, meaning they pay their bills for all of the twenty-one items on the budget and have money left over to save, invest, and/or donate to charity.

 $\hat{a} \in c$ 80% of students show an increase between the pre- and post-tests.

(JA Inspire)

• 97% of the eighth graders complete the JA Inspire curriculum and JA Inspire Career Fair.

 $\hat{a} \in c$ 80% of students show an increase between the pre- and post-tests.

• 75% of students are introduced to businesses that they didnâ€[™]t know before.

 $\hat{a} \in c$ 70% of students will learn things that will help get them a job.

Estimated number of attendees at program/event:1,001-5,000

Please specify the number of City of Pompano Beach residents your organization will serve if program/event is funded: 1610

Describe the demographics of the population you are impacting with program/event. Based on Broward County Public School's Demographics & Student Assignments Department, the 821 fifth graders, to be served from the nine public elementary schools in Pompano Beach, are mostly between 10-11 years old with an average of 89% eligible for free/reduced priced lunches and 56% African American, 1% Asian, 2% multi-ethnicity, 30% Hispanic and 11% Caucasian. These students will be provided the JA BizTown in-class curriculum and one-day simulation.

Based on Broward County Public School's Demographics & Student Assignments Department, the 789 eighth graders, to be served from the two public middle schools in Pompano Beach, are mostly between 13-14 years old with an average of 51% eligible for free/reduced priced lunches and 53% African American, 1% Asian, 1% multi-ethnicity, 15% Hispanic and 21% Caucasian. These students will receive both the JA BizTown in-class curriculum and one-day simulation, as well as the JA Inspire in-class curriculum and JA Inspire Career Fair.

Date of Program/Event:	10/4/2018
Time:	8:00 AM – 2:00 PM
Name of Program/Event Venue:	JA World Huizenga Center at Broward College
Address of Program/Event Venue:	1130 Coconut Creek Blvd.
City, State, Zip	Coconut Creek, FL 33066

Attire of Program/Event: Business Casual

List any benefits or amenities the City of Pompano Beach receives: Recognition of the City of Pompano Beach via

- Logo and story in the Junior Achievement email blast to 23,000 community members.
- Logo on volunteer tags on days of JA BizTown and JA Finance Park simulations listed below.
- Microphone on the JA BizTown and JA Finance Park simulation days listed below.
- Annual Junior Achievement Impact Report.
- www.jasouthflorida.org
- www.facebook.com/JASFL
- www.twitter.com/JASouthFlorida
- www.instagram.com/jasouthflorida
- Complimentary 2-Day JA Inspire Career Fair Vendor Pass
- City employees and friends are invited to visit or volunteer on any of the simulation days or for
- the JA Inspire Career Fair!
- JA BizTown Simulation Days at JA World
- Markham Elementary, October 4, 2018 (This first date was entered above.)
- Cypress Elementary, October 15, 2018
- Charles Drew Elementary, November 8, 2018
- Pompano Beach Elementary, November 8, 2018
- Cresthaven Elementary, November 13, 2018
- Norcrest Elementar, December 5, 2018
- McNab Elementary, December 14, 2018
- Palmview Elementary, January 11, 2019
- Sanders Park Elementary, January 25, 2019
- JA Finance Park Simulation Days at JA World
- Crystal Lake Middle, October 8, 9, 10, 2018
- Pompano Beach Middle School, April 25, 26, 29, 2019

Amount requested: \$20,000

Details – Program/Event 2

Which are you applying for? (Program/Event) Amount requested: \$

Additional

Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc)? No

What are your organizations credentials? Tell us why your organization does it better than anyone else. Junior Achievement of South Florida (JA) just completed the ninth year operating the largest outreach for capstone programs in the world. Since opening in the fall of 2009, over 341,000 students have studied and visited JA BizTown and JA Finance Park at JA World Huizenga Center at Broward College. In total, over 920,000 students have been inspired through JA since inception in 1959. No other organization is offering programs like ours to local youth. The JA World Huizenga Center is the largest facility of its kind in the world, serving the most students in its two programs JA BizTown and JA Finance Park.

Junior Achievement of South Florida was selected as the 2018 Nonprofit of the Year by the South Florida Business Journal, and for the second year in a row was just awarded one of JA USA's highest honors the 4 Star Award to recognize staff and boards that meet national standards. Several other major successes have occurred over the last three years, like securing over \$850,000 in public funding from Broward County Public Schools, Broward County, and several municipalities; securing a million dollar donation from JM Family Enterprises; and ending the last fiscal year in the strongest financial position the organization has ever experienced. The entire credit line was paid down, cash reserves grew significantly, and the debt ratio covenant on the bond was eliminated.

Members of the Board of Directors are expected to attend all six board meetings and at least two JA events. Each is expected to secure financial support of a minimum of \$5,000 and to make a meaningful personal gift. Each must serve on at least one Committee (Development, Finance, Governance, Programs, or Storefronts) and personally volunteer in at least one JA World program. New members attend a 45-minute orientation and are assigned a mentor.

The JA model gives school children exposure to adults who can bring their work experiences to the classroom and connect school lessons to the business world. Each year volunteers must be recruited and recognized in order to continue a history of very engaged, qualified volunteers. Our volunteers consistently rate their overall experience as 4.9 on a 5.0 scale, and they also provide anecdotal feedback that we use to improve our sign-up process and training.

Additionally

• Junior Achievement of South Florida manages a \$6 million annual budget.

• Over fifty grants, totaling over \$500,000 and including 11 governmental grants, were received and managed last year alone.

• Employee Policies and Procedures and Accounting Policies and Procedures are reviewed, and updated as needed, on an annual basis.

• A background check is implemented prior to hiring all employees.

- Appropriate performance incentives and disciplinary measures are in place.
- A financial audit is completed every year.

• An outside CPA closes our books every month to make sure we comply with federal and state rules and regulations, including those related to prohibited and unallowable activities.

Any other information you wish to share? We hope you will once again invest in the youth of Pompano Beach through Junior Achievement to help them own their own economic success and see a path to graduation and a career. The students we are training today are the future drivers of our local economy - our consumers, our employees, and our business owners. We proudly recognize the City of Pompano

Beach in JA BizTown Town Hall, and we hope you'll continue and grow your support as we propose to increase our impact even more through the JA Inspire program.

Has your organization been funded before by City of Pompano Beach? Yes If yes, when was the most recent year? 2017 What was the name of the program/event funded? JA BizTown and JA Finance Park How much was the funding for this program/event? \$2,500.00

Total Request for 2018-2019: \$20,000

If you are not awarded the full funding requested for your event/program, will you be able to complete your project? Yes

Documents Submitted

Provided W9: Yes		
Provided IRS Letter:	Yes	
Provided Budget:	Yes	
Provided Board of Dire	ectors List:	Yes
Provided Articles of In	corporation:	Yes

Entity Disqualified: No Reason:

Organization Contact

Name: Gina Griffin
Title: Grants Manager
Email: Gina@jasouthflorida.org
Phone: 954-232-3806
Address: 1130 Coconut Creek Blvd. Coconut Creek, FL 33066

Timestamp: 2018/08/20 115923 AM AST

Exhibit B Payment Schedule

A. AWARD DISBURSEMENTS

The awards disbursement process will begin in October, 1 and end in September, 30 for the fiscal year that this contract is approved.

B. ADOPTED ITEMIZED BUDGET

To ensure full receipt of awards, applicants must follow all approved itemized budget and submit all reporting requirements in a timely manner as described in Exhibit "A" Recipient Requirements. Submit the **approved itemized budget** and the application in Exhibit "B" Payment Schedule.

C. PAYMENT SCHEDULE

The total amount awarded for the <u>Junior Achievement of South Florida</u> (name of the non-profit organization) for <u>Pompano Beach: JA BizTown - JA Finance Park - JA Inspire</u> (title of the program) for the current fiscal year is: <u>\$20,000</u>.

There will be $\underline{4}$ payout/s during the period (depending on the amount awarded to each organization):

- 1. The first will equal 25% of the total allocation or \$5,000; be issued in advance. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY within forty-five (45) days of the receipt of such an advance. Failure to comply with this requirement may result in the denial of the future requests for payments.
- 2. The second will equal 25% of the total allocation or \$5,000; will be issued upon receipt AND approval of the quarterly report (including any additional requested documents);
- 3. The third will equal 25% of the total allocation or \$5,000; will be issued upon receipt AND approval of the quarterly report (including any additional requested documents);
- 4. The fourth payout will be the final <u>25%</u> of the total allocation or <u>\$5,000</u> and will be issued in upon receipt AND approval of the final quarterly report.

Please Note:

- 1. Failure to provide the quarterly reports will render an organization ineligible to receive future payouts.
- 2. Failure to provide a final quarterly report and/or failure to utilize all of the prior allocated funds from the first two payouts will render an organization ineligible to receive the third and fourth payouts and render the organization ineligible for current and future funding from the CITY.

- 3. Funds must be used to support CITY's Sponsored Projects and residents.
- 4. FRAUDULENT USE OF CITY FUNDS WILL RESULT IN THE TERMINATION OF THIS CONTRACT AND THE RECIPIENT SHALL BE OBLIGATED TO RETURN ALL THE FUNDS AWARDED BY THIS CONTRACT. IN ADDITION THE CITY RESERVES ANY AND ALL RIGHTS AFFORDED UNDER THE LAW INCLUDING PROSECUTION FOR SUCH FRAUDULENT USE OF CITY FUNDS IN A COURT OF COMPETENT JURISDICTION.
- 5. ALL UNSPENT FUNDS MUST BE RETURNED TO THE CITY.

EXHIBIT C

INSURANCE REQUIREMENTS

RECIPIENT shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone at (954) 786-4636 or email <u>cindy.lawrence@copbfl.com</u> should you have any questions regarding the terms and conditions set forth in this Article.

RECIPIENT is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by RECIPIENT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by RECIPIENT under this Agreement.

Throughout the term of this Agreement, RECIPIENT and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. RECIPIENT further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from RECIPIENT's negligent acts or omissions in connection with RECIPIENT's performance under this Agreement.

(2) Such Liability insurance shall include the following <u>checked types of</u> <u>insurance</u> and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and
	\$1,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

	*	
XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent RECIPIENTs	personal injury
XX	personal injury	
AUTOMOBILE LIABILITY:		
		Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.
XX	comprehensive form	Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property
XX XX	comprehensive form owned	Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property
XX	comprehensive form	Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property
XX XX	comprehensive form owned	Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property

	comprehensive form	Agent must show proof they have this coverage.					
EXC	CESS LIABILITY		Per Occurrence	Aggregate			
	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000			
PRC	DFESSIONAL LIABILITY		Per Occurrence	Aggregate			
	* Policy to be written on a claim	is made basis	\$1,000,000	\$1,000,000			

(3) If Professional Liability insurance is required, RECIPIENT agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. <u>Employer's Liability</u>. If required by law, RECIPIENT and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability

Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. <u>Policies</u>: Whenever, under the provisions of this Agreement, insurance is required of the RECIPIENT, the RECIPIENT shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and

(4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. <u>Insurance Cancellation or Modification</u>. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. <u>Waiver of Subrogation</u>. RECIPIENT hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then RECIPIENT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should RECIPIENT enter into such an agreement on a pre-loss basis.

JUNIOACH79



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subjec this certificate does not confer rights	t to the te	rms and conditions of th	ne polic	y, certain po	olicies may	•			
PRODUCER			CONTACT Rita Nicholson						
Commercial Lines - (800)-332-9256				, Ext): 720.54	3.8803	FAX (A/C, No): 855-6	69-8729		
USI Insurance Services National, Inc.			E-Mail ADDRESs: rita.nicholson@usi.com						
90 South Cascade Ave, Ste 940							NAIC #		
Colorado Springs, CO 80903			INSURER A : Federal Insurance Company				20281		
INSURED			INSURER B: National Fire and Marine Insurance Co				20079		
Junior Achievement USA			INSURE	RC:					
One Education Way			INSURE						
Colorado Springs, CO 80906			INSURE						
	RTIFICATE	NUMBER: 13672504	INSURE	RF:		REVISION NUMBER: See be	low		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE OCCUR		35788663		7/1/2018	7/1/2019	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$	1,000,000 1,000,000 10,000		
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT X LOC						PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	1,000,000 2,000,000 2,000,000		
OTHER:						\$			
A AUTOMOBILE LIABILITY ANY AUTO		74969872		7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$	1,000,000		
OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY X HIRED AUTOS ONLY X 1,000 Comp X 1,000 Coll						BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$			
B X UMBRELLA LIAB X OCCUR		42-UMC-100021-06		7/1/2018	7/1/2019	EACH OCCURRENCE \$	15,000,000		
EXCESS LIAB CLAIMS-MAD						AGGREGATE \$	15,000,000		
DED X RETENTION \$ 10,000				7/4/0040		PER OTH-			
A AND EMPLOYERS' LIABILITY Y / N		(19)7175-39-06		7/1/2018	7/1/2019	^ STATUTE ER	1,000,000		
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT \$	1,000,000		
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	1,000,000		
A Sexual Abuse/Molestation		35788663		07/01/2018	07/01/2019				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is named as additional insured as it relates to general liability in accordance with the terms and conditions of the policy. Umbrella follows form as it relates to additional insureds.									
Area Office: JA of South Florida, Incl This Certificate/Evidence replaces the Ce	rtificate/Evi	dence issued 11/12/2018,	which is	null and void		ROVED ielle Thorpe at 3:09 pm, No	v 28, 2018		
CERTIFICATE HOLDER			CANC	ELLATION					
City of Pompano Beach 100 West Atlantic Blvd Pompano Beach FL 33060			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
				AUTHORIZED REPRESENTATIVE Jam Shark s of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.					