

RESOLUTION NO. 2016-196

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE ATTACHED THREE-YEAR AGREEMENT WITH JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC. FOR SPONSORSHIP OF TWO COCONUT CREEK GOVERNMENT STOREFRONTS IN THE BIZTOWN SECTOR OF JA WORLD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Junior Achievement of South Florida (JASF) JA World is located in the City of Coconut Creek; and

WHEREAS, the City desires to enter into this Agreement in order to partner with JASF to provide City educational opportunities for the 20,000+ fifth grade students that participate in JA World's BizTown each year; and

WHEREAS, partnering with JASF allows for additional economic development, networking, and branding opportunities for the City; and

WHEREAS, the annual payment shall not exceed \$50,000 without written authorization.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the City Commission has reviewed and hereby approves the attached Agreement with Junior Achievement of South Florida, Inc. as a Storefront Sponsor in JA World.

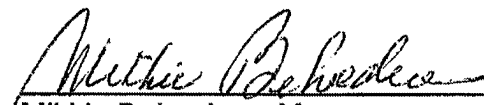
Section 2: That the City Manager is hereby authorized to execute the attached Agreement with Junior Achievement of South Florida, Inc.

Section 3: That the annual payment shall not exceed \$50,000 without written authorization.

Section 4: That if any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this Resolution.

Section 5: That this Resolution shall become effective immediately upon its adoption.

Adopted this 11th day of August, 2016.


Mikkie Belvedere, Mayor

Attest:


Leslie Wallace May
City Clerk

Belvedere	<u>Aye</u>
Rydell	<u>Aye</u>
Sarbone	<u>Aye</u>
Tooley	<u>Aye</u>
Welch	<u>Aye</u>

**Junior Achievement of South Florida, Inc.
Storefront Partnership Agreement**

This Junior Achievement of South Florida, Inc. Storefront Partnership Agreement ("Agreement") is made and entered into on this 11 day of August, 2016, by and between Junior Achievement of South Florida, Inc. (referred to as "JASF") and City of Coconut Creek (referred to as "Partner").

WHEREAS, Junior Achievement of South Florida (JASF) JA World is located in the City of Coconut Creek; and

WHEREAS, the City desires to enter into this Agreement in order to partner with JASF to provide City educational opportunities for the 20,000+ fifth grade students that participate in JA World's BizTown each year; and

WHEREAS, partnering with JASF provides additional economic development, networking and branding opportunities for the City.

NOW THEREFORE, in consideration of the mutual terms, conditional, promises, and covenants hereinafter set forth the parties agree as follows:

1. **Effective Date.** The effective date of this Agreement shall be the date this Agreement is executed by JASF's authorized representative ("Effective Date").
2. **Terms.** The Initial Term of this Agreement shall be from the date of the execution of this Agreement through the later of the three (3) years following completion of the school year June 30, 2019, ("Term"), unless sooner terminated in accordance with the terms of this Agreement. Partner shall have the right of refusal to extend the Term of this Agreement for an additional three years, on the terms and obligations as set forth upon Organization delivering written notice to the Partner prior to the expiration of the Term. Thereafter this Initial Term, if intent to terminate the contract is communicated, at the end of the Initial or Renewal Term, the contents of the storefront shall be returned by the partner or the Partner may choose to donate the contents to JASF.
3. **Partner Commitment.** Partner agrees to a total commitment of \$150,000 to be paid in three (3) increments of \$50,000. Initial payment of \$50,000 shall be paid on September 1, 2016. Thereafter, JASF will invoice Partner 60 days prior to the start of each new term. Partner agrees to make payments within 30 days of invoicing date.

4. **Space Description.** While this Agreement remains in effect, JASF shall provide Partner with space BT1.1 and BT2.1 in the JA BizTown. Partner acknowledges and agrees that Partner Space is solely sponsored.

5. **Design, Construction and Operation.** Partner shall have the opportunity to create an environment that resembles their business environment. Partner will be responsible for design, construction and outfitting of the Partner Space in accordance with JA design and construction guidelines and shall be subject to JASF oversight. *Addendum 1* attached outlines all JASF guidelines for storefront design, construction and outfitting. Construction and installation must be completed by a licensed and insured contractor. Electrical work must be completed by approved JASF contractor. Partner space will be operated by JASF as an integral part of the organization's programs and activities, however Partner may visit Partner Space at any time during JA business hours.

Under this Agreement, JASF shall be responsible for providing:

- a. durable carpeting for Partner Space
- b. wall electric and data outlets
- c. adequate lighting
- d. 1 TV to display JA program viewing
- e. all computers necessary to deliver the JA program (to be used by the student employees in the Tellers, CEO and CFO positions, which are required by the program).
- f. guidance and support throughout the process

Under this Agreement Partner shall be responsible for providing (*See Addendum 1 for details*):

- a. signage, including Overhead Sign, Bracket Sign, Open/Closed Sign, and job title workstations signs
- b. furniture for all storefront employee workstations outlined in curriculum, including chairs, desks, wall clock, additional lighting, etc. (This varies depending on the jobs the students will be performing)
- c. interior design/layout/wall decor of Partner Space, which must be ADA compliant
- d. furnishing needed to provide sufficient seating and work areas for storefront employees along with partner related computers, televisions and/or interactive devices (inventory of all equipment Partner provides will be attached to this agreement once space design is finalized)

- e. relocation/addition of electrical/data ports needed in order to accommodate the design and jobs of the student employees
- f. storefront locations will have the opportunity to provide promotional items for the student employees.

6. **Repairs, Maintenance and Supplies.**

Under this agreement, JASF shall be responsible for:

- a. daily cleaning and upkeep of Partner Space, including carpeting
- b. the cost of providing all utilities, such as electric and air conditioning, to the Partner Space.
- c. the overall maintenance and repairs of the JA World facility.

Under this Agreement, Partner shall be responsible for (*See Addendum 1 for details*):

- a. significant repairs and maintenance to the space, such as broken furniture, painting, etc, as needed.
- b. maintenance or replacement of any Partner-provided computers, printers, tvs, monitors, devices, etc., if applicable.
- c. supplies needed to operate Partner equipment, such as printer supplies, computer software updates, etc., if applicable.

Partner will be notified in writing by JASF of any necessary repairs and maintenance, immediately upon locating damage. Partner will handle any/all repairs/maintenance within 30 days of notification.

7. **Partner Benefits.** While this Agreement remains in effect, Partner will be entitled to the following marketing, branding and networking opportunities:

- a. Partner may utilize a Hall of Fame meeting room in JA World for Partner's own purposes without rental cost, up to three (3) times per year, provided such use is within the scope of activity approved by JASF. Partner will be responsible for all other costs such as food & beverage, etc.
- b. Partner may utilize JA World one time for the 50th Anniversary event in 2017. No rental fees will be charged, however all costs including staffing, cleaning, etc. will be paid by Partner.
- c. JASF shall name three (3) days after Partner, on which day Partner may invite employees, customers, etc., provide giveaways, and be presented in the volunteer/parent training and to students in Town Square. Partner will be notified

when the City of Coconut Creek elementary schools are attending JA BizTown and will have first opportunity to host those days.

- d. JASF will host a ribbon cutting reception celebrating "opening" Partner Space, with invitations to Partner Commissioners, employees, JA board members and supporters, all Storefront Partners, etc.
- e. JASF will offer on-going individual or team volunteer opportunities for Partner employees.
- f. Partner will have the opportunity to place a senior level representative on the JASF Board of Directors and Investor Council.
- g. Partner will be included in flyers and daily student newspapers sent home to the student's family.
- h. Partner name/logo will be included in all JA BizTown program curriculum.
- i. Partner will receive complimentary full page ad in the magazine students use during their in-class curriculum.
- j. Partner will receive 2 complimentary tickets to JA World Uncorked and JA Business Hall of Fame.
- k. Partner will be listed in JASF's Impact Report, e-newsletter, website, social media and marketing/PR materials
- l. JASF will feature a story about Partner Company or interview of senior level Partner Representative in one issue of JA Newsletter.
- m. Other marketing, branding, networking benefits agreed upon by Partner and JASF.

8. **Breach of Contract.** In the event of a breach of this Agreement by Partner, JASF shall notify Partner of such breach, and if Partner does not cure such breach within ten (10) days of receiving such notice, JASF shall have the right to immediately terminate this Agreement without further notice to Partner.

9. **Termination.** This contract represents an unconditional commitment by Partner. If contract is terminated prior to the terms, Partner will be responsible to pay out the remainder of the full commitment.

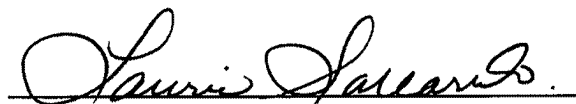
10. **Relationship of Parties.** This Agreement shall create an independent contractor relationship between the parties. Nothing in this Agreement shall be deemed to create any relationship beyond that of independent contractor, such as, without limitation, employer/employee, agency, fiduciary, partnership, joint venture, or other similar relationship.

11. **Miscellaneous.**

- a. Choice of Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Florida, as applied to agreements entered into and performed entirely within Florida between Florida residents, and without giving effect to conflict of law principles.
- b. Exclusive Jurisdiction. In the event of any legal proceedings concerning any and all disputes arising out of or relating to this Agreement, jurisdiction and venue shall lie exclusively in the State or Federal courts located in Broward County, Florida, and nowhere else.
- c. Attorneys' Fees and Costs. In any litigation, civil action and/or administrative proceeding pertaining to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and all other costs and expenses incurred in connection therewith, whether taxable as costs or not, on both the trial and appellate levels and in the context of any bankruptcy proceedings.
- d. Assignment. Neither party may assign this Agreement or the rights and obligations hereunder to any third party without the prior express written approval of the other party. Any attempted assignment in violation hereof shall be void. The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors, and assigns.
- e. Severability. If for any reason a court of competent jurisdiction finds any term, clause, or provision, or portion thereof, to be unenforceable or invalid, the remainder of this Agreement shall continue in full force and effect, and any such term, clause, or provision so deemed to be unenforceable or invalid shall be deemed severed from this Agreement.
- f. Entire Agreement; Modification. The parties acknowledge that they have read this Agreement, understand this Agreement, and that this Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of the parties.
- g. Each individual executing this Agreement on behalf of himself, herself, or corporation, or other legal entity, represents and warrants that he or she has all requisite right, power, and authority to do so and to bind such person or entity to each and all of the terms herein.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

Junior Achievement of South Florida, Inc.

A handwritten signature in cursive script, reading "Laurie Sallarulo", written over a horizontal line.

Print Name: Laurie Sallarulo

Title: President/CEO

Date: 8/29/16

City of Coconut Creek, Florida

By: Mary C. Blasi
Mary C. Blasi, City Manager

Date: 8/15/14

Approved as to form:

Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

Attest:

Leslie Wallace May
Leslie Wallace May, City Clerk

ADDENDUM 1



JA BIZTOWN STOREFRONT GUIDELINES

Welcome to JA World Huizenga Center at Broward College and thank you for sponsoring one of our storefronts. Our goal is to help you design a space that represents your company's message and vision, while also providing an interactive and educational experience for our students. Below are a few guidelines to follow as you plan the design of your storefront. These are based on our experience from years of children participating in the program, and we are available to help brainstorm the best possible supplies and materials to use. Many of these guidelines are in place for the safety of the students and volunteers, and to ensure your storefront stays in the best condition possible as thousands of students use it each year. The interior of the storefront is yours to create and design as you'd like as long as it's within the guidelines (the outside cannot be altered).

For your storefront, JA provides:

- Durable carpet that we clean and upkeep throughout the year
- Electric and data outlets in the walls of your storefront
- Adequate lighting (no additional lighting or lamps are needed)
- 1 TV for Channel 10 viewing (required for the JA BizTown program)
- 2 Computers for the CEO and CFO workstations (required for the JA BizTown program) as well as computers for the Bank Tellers
- Guidance during the build out process — *we are here to help!*

Storefront sponsor provides:

- Furniture for all workstations such as chairs, desks, etc. (*see below for details*)
- Signage (*see below for details*)
- An interior design/layout that is ADA compliant (adequate space for wheelchairs, workstations at wheelchair height, etc.).
- Computers for additional workstations (depending on the student employee positions' needs)
- Battery powered wall clock
- Ongoing upkeep/repairs as needed. For example, if any of the furniture, décor, etc. breaks, JA will do its best to repair, however if JA is not able to repair, sponsor is required to repair or replace. In order for all of our students to have the best possible experience, we ask that repairs are made within 30 days.
- Child-safe assembly and installation of all furniture, wall décor, etc. (bookcases anchored to walls, etc.)

Signage: There are several signs that need to be made for your storefront, and our sign sponsor, MetroSigns, is the exclusive vendor that will create them for you at a very fair price. Once you are

ready to work on the design, we will put in you in contact with Metro Signs to help facilitate the process.

- Overhead Sign above your storefront
- Bracket Sign that hangs horizontally out from the storefront
- A standing Open/Closed Sign that students use throughout the day
- Individual students' positions that will be on each of the workstations (CEO, CFO, etc.)

Electric/Data Ports: Each storefront is outfitted with several electrical/data ports. If you need to move outlets to accommodate your design, we have an exclusive electrician who has very reasonable prices that you can contract to move the outlets. There is no electric available via the floor. When considering where the student workstations will be, please be mindful of having cord protection to prevent tripping.

Wall décor: We highly encourage you to be creative with the graphics that you design for your walls as it really helps the storefront come to life for the students. We highly recommend using a vinyl mural style (which Metro Signs can make) as it is easy to clean and upkeep throughout the year. Art, picture frames, and signage are also encouraged, however they do need to be properly anchored/locked down to ensure a safe environment. No stickers are permitted on the painted walls, and nothing may be hung from the ceiling. The maximum height of the décor on the walls cannot exceed 9 feet.

Accessories, etc.: We highly recommend that all accessories in the space be permanently attached to desks, walls, etc. Due to upkeep expenses, working lamps, plants and fake greenery are not permitted.

Furniture: To ensure a safe and easy to clean environment, we ask that you choose durable furniture that can stand up to the thousands of children who will use it each year. Easy to clean surfaces are preferred (no cloth is allowed), especially for chairs and tables. Although lucite is durable, it tends to stain from cleaning products, so it's not allowed. Stationary, armless chairs are recommended (no wheels, swivels, or arms). All glass is prohibited. To ensure a safe environment, all students must be visible from outside of space, so high dividers are not permitted.

Installation: We require licensed & insured general contractors to complete any construction within each storefront. This includes installing artwork, bookcases, etc.

**Again, we are here to help guide you through this process,
so please feel free to contact us to discuss ideas throughout your planning!**

Monica McNerney, VP of Development
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Leni Smith, Director of Facilities
leni@jasouthflorida.org / 954-979-7117