

RESOLUTION NO. 2019-310

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 three-year agreement in order to partner with JASF to provide the City with two sponsored storefronts, which enhance 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 foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

Section 2: 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.

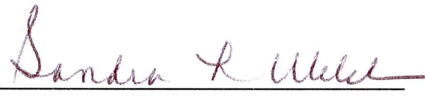
Section 3: That the City Manager, or designee, is hereby authorized to execute the attached agreement with Junior Achievement of South Florida, Inc.

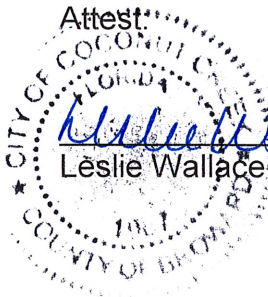
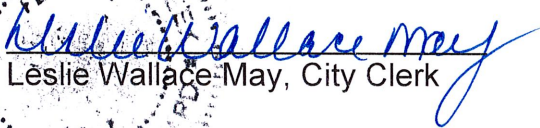
Section 4: That the annual payment shall not exceed \$50,000 without written authorization.

Section 5: 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 6: That this resolution shall become effective immediately upon its adoption.

Adopted this 9th day of January, 2020.


Sandra L. Welch, Mayor

Attest:


Leslie Wallace May, City Clerk

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

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

This Junior Achievement of South Florida, Inc. Storefront Partnership Agreement ("Agreement") is made between **Junior Achievement of South Florida, Inc.** (referred to as "JASF") and **City of Coconut Creek** (referred to as "Partner").

WHEREAS, the City desires to enter into this Agreement in order to partner with JASF to provide additional educational opportunities to JASF; and

WHEREAS, partnering with JASF provides additional economic developmental 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 Partner and JASF's authorized representatives ("Effective Date").
2. **Terms.** The Initial Term of this Agreement shall be for a period of three (3) years, commencing on **July 1, 2019** and expiring on **June 30, 2022**, unless terminated earlier in accordance with the terms of this Agreement. Thereafter, the Partners have the option to extend this Agreement for the period commencing July 1, 2022 and ending upon the date agreed.
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 by **January 23, 2020**. 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 BT 1.01 & 2.01 in JA BizTown. Partner acknowledges and agrees that Partner Space is solely sponsored by Partner.
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 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 students
- 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, and Open/Closed Sign, and job title workstation signs
- b. furniture for all student and volunteer workstations outlined in curriculum, including chairs, desks, wall clock, additional lighting, etc. (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) Exposure to 25,000+ future employees and their parents, 7,000+ corporate/individual volunteers, 3,000 Signature Event guests and 10,000 JA hosted meeting participants each year
- b) Opportunity to send collateral materials home with 25,000+ JA BizTown students and display in your storefront to give students the opportunity to learn more about City of Coconut Creek operations and career opportunities
- c) City of Coconut Creek will have on-going individual and team volunteer opportunities
- d) City of Coconut Creek will be included in all JA BizTown program curriculum materials and promotions
- e) City of Coconut Creek will receive a full-page ad in the JA BizTown Brief publication which will be sent home with all 20,000+ students
- f) On the days Coconut Creek elementary schools are in attendance, JA will name a program day after City of Coconut Creek. City of Coconut Creek may invite employees, etc. and have the opportunity to present opening comments to students, teachers, and volunteers.
- g) Opportunity for City to participate as a sponsor of a JA Career Bound Industry Day (public service/government sector)
- h) Opportunity to participate in JA Inspire Career Exploration Day (interactive career fair)
- i) City of Coconut Creek will be listed in JA's Annual Report, recognized on social media and marketing/PR materials
- j) City of Coconut Creek logo and live link to your corporate website will be included on www.jasouthflorida.org

- k) City of Coconut Creek representative will be featured in a story on the weekly "Top 5" newsletter
- l) Ability to book a JA Hall of Fame meeting room at the JA World Huizenga Center without rental cost three (3) times per year (subject to availability, food & beverage costs not included)
- m) Ability to book one event/meeting in either BizTown or Finance Park
- n) Receive two (2) tickets to JA Uncorked, a signature food and wine experience (800-900 guests) and Marti Huizenga Roll Up Your Sleeves volunteer appreciation luncheon
- o) Receive a complimentary Exhibitor Booth at JA Inspire, an interactive career exploration program that connects 8-12th grade students and industry leaders for an introduction to high growth/high wage and STEM career fields (4,000 students, 100 volunteers, 70 corporate partners, 50 teachers)
- p) Opportunity to hold a board position and have reps serve on a board committee
- q) Additional custom benefits (marketing, branding, activation, networking) are available to meet your community engagement needs and exposure goals

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 fifteen (15) days of receiving such notice, JASF shall have the right to immediately terminate this Agreement without further notice to Partner. In the event of a breach of this Agreement by JASF, Partner shall notify JASF of such breach, and if JASF does not cure such breach within fifteen (15) days of receiving such notice, Partner shall have the right to immediately terminate this Agreement without further notice to JASF.

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. Signatory Authority. 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.
- h. Agreement Subject to Funding. This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

- i. Merger; Amendment. This Agreement constitutes the entire Agreement between the parties, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both parties.
- j. Notice. Whenever either party desires or is required under this Agreement to give notice to any other party, it must be by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY
City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
954-973-6720

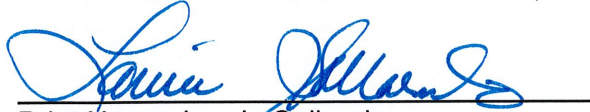
with a copy to the City Attorney

JASF
Laurie Sallarulo, President/CEO
Junior Achievement of South Florida, Inc.
1130 Coconut Creek Blvd.
Coconut Creek, FL 33066
954-979-7100

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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.



Print Name: Laurie Sallarulo

Title: President/CEO

Date: 1. 7. 2020 .

COCONUT CREEK

Attest:

CITY OF COCONUT CREEK



Leslie Wallace May, City Clerk

By: 
Karen M. Brooks, City Manager

Date: 1/9/2020

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:


Terrill C. Pyburn, City Attorney