



Scholarship Fund Agreement

THIS Scholarship Fund Agreement, ("Agreement"), made and entered this 4th day of March, 2025, ("Effective Date"), is by and between the City of Fort Lauderdale, a Florida municipality, ("City" or "Donor"), whose principal place of business is 101 NE Third Avenue, Suite 2100, Fort Lauderdale, Florida, 33301, and Broward Education Foundation, Inc., a Florida not for profit corporation, ("Foundation" or "Organization"), whose principal address is 600 SE Third Avenue, 1st Floor, Fort Lauderdale, FL 33301.

WHEREAS, City agrees to provide an irrevocable gift, as described below, to establish the CITY OF FORT LAUDERDALE SCHOLARSHIP FUND ("Fund"), a newly established fund in honor of the residents of the City of Fort Lauderdale with the Foundation; and

WHEREAS, the purpose of this fund is to enable twelve City of Fort Lauderdale graduating high school students to be selected to receive educational scholarships to attend an accredited college, university, or technical college of their choice, within the State of Florida; and

NOW, THEREFORE, the City and Foundation agree as follows:

City shall pay Foundation a one-time payment in the amount of \$13,300, which shall only be used by Foundation to fund scholarships to eligible students pursuant to the terms of this Agreement. Upon mutual agreement of the parties, by way of an Amendment to this Agreement, the City may fund additional scholarships in subsequent years.

Foundation shall select two students from each of the following 6 schools: **Dillard 6-12, Fort Lauderdale High, Stranahan High, Whiddon-Rogers Educational Center, Seagull Alternative High, and Sheridan Technical High** to receive a scholarship award. Every student awarded a scholarship pursuant to this Agreement, shall be selected or designated irrespective of the student's race, color or creed.

- Applicants will only be eligible to receive the scholarship if they reside within the City of Fort Lauderdale during high school.
- Applicants will only be eligible to receive the scholarship if they have submitted their FAFSA application.
- Applicants will only be eligible to receive the scholarship if they have satisfied the minimum requirement of 40 Community Service Hours that are required by The School Board of Broward County, Florida, to graduate, which will be considered when demonstrating the applicant's outstanding citizenship.
- Students shall be selected based on merit, with a minimum GPA of 2.25.



- Letters of recommendation may be considered for selection.
- If more than two applicants in any school are identified and are deemed eligible, additional selection factors would include additional letters of recommendation, academic history, essay submissions and/or established levels of unmet educational financial need.

The Foundation will use the Fund assets to purchase Florida Prepaid – Florida Only Tuition Prepaid Plans. The 30-credit hour Florida College Plan will be purchased at the rate prescribed by Florida Prepaid at the time of purchase. The distribution of each scholarship payment will be invoiced by the student's respective school, and paid by Florida Prepaid through the assigned tuition plan # provided to the student for the school's use. The payment amount of each scholarship will be distributed in the manner that is consistent with the Florida Prepaid Foundation's payment process as is adopted by the Foundation and amended from time to time.

The policy as it would pertain to this fund is as follows: The credit hours value of the plan registered by each student and invoiced to Florida Prepaid will be provided to the recipient's school in which they are enrolled in a single distribution at each invoice period of the Fall semester (or first semester of the awarding cycle year, which could include Spring or Summer). Students who require a delayed payment cycle (such as medical, military or school suggested requirements) will be asked to provide the request by email and will be considered for an extension. The scholarship is 30 credit hours at a state college rate, therefore a student at a state college or state technical college will deplete their 30 hours at a 1 prepaid scholarship hour for 1 credit hour rate. State University credit hours are more expensive than state College credit hours. Accordingly, ***students that choose to attend a State University, will deplete their scholarship credit hours much quicker. This scholarship is not a renewable scholarship and cannot be re-assigned to an alternate student once activated.***

The Broward Education Foundation Scholarship Selection Committee will select the recipients of the scholarship in 2025 and each year following (as donated through the City of Fort Lauderdale) through electronic applications submitted by the students, who are deemed eligible to receive the scholarship pursuant to this Agreement. In addition to student provided information and Broward County School's District Data, eligible students to be considered for this award may be asked to receive and provide a letter of recommendation from their BRACE Advisor and/or teacher or Mentor to further vet the applicant's during the selection process. Children, spouses, grandchildren or other family members of the Elected Officials for the City of Fort Lauderdale, members of the Foundation's Board of Directors, or the Foundation's Associates are not eligible for this scholarship.



The distribution of the **CITY OF FORT LAUDERDALE FUND** will be subject to the policies of the Foundation as are in effect or as may be adopted from time to time. This Fund will continue indefinitely, or until such time that the City, Board of Directors of the Broward Education Foundation, Foundation Executive Team to include CEO, and/or Director of Scholarship Program determines it unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community. If this occurs, the Foundation shall direct the distributions without limitation, keeping the original intent and requirements in mind until depletion of the Fund.

This Fund may be added to through gifts and contributions at any time and the Fund Agreement will apply to all future gifts and bequests regardless of the source. Following the initial funding amount's distribution, the Fund may have insufficient current and accumulated additional income each year to continue to distribute the amount otherwise determined by this Agreement. In that case, award distributions may nonetheless be made from multi-year commitments that may be agreed upon by the current City of Fort Lauderdale governing officials without additional agreement changes.

Investment of Fund assets will be at the sole discretion of the Foundation. The Foundation may establish a fee schedule and amend it from time to time to cover the costs of administering the Fund. Currently, it is established that the fee schedule to start up and administer the Fund, Scholarship Management within the Finance Department and Scholarship Program is 6% APR, however, we have offered a discounted fee for this first year to be only \$500, or just under 4% APR.

# of Awards	Type of Award	Amount/ Student	Award Amount	Fee for Service	Total Due	Current: Value
12	FPP-SC-FL Only*	30 Credit Hours (1 Yr)	\$12,800	\$500	\$13,300	\$38,098.80

***Florida Prepaid -State College Rate-Florida Only Tuition Plan**

The Contact Leads for this Scholarship Opportunity will be through Broward Education Foundation's Claudette Lavoie, Director of Programs or Foundation's Employee Designee and City of Fort Lauderdale's Susan Leon, Chief Education Officer or her Employee Designee.

ANTI-HUMAN TRAFFICKING – As a condition precedent to the effectiveness of this Agreement, Foundation shall provide the City with an affidavit signed by an officer or a representative of Foundation under penalty of perjury attesting that the Foundation does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.



Public Records

IF THE FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FOUNDATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.

Foundation shall comply with public records laws, and Foundation shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the 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 (2024), as may be amended or revised, 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 Foundation 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 Foundation or keep and maintain public records required by the City to perform the service. If the Foundation transfers all public records to the City upon completion of the Contract, the Foundation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Foundation keeps and maintains public records upon completion of the Contract, the Foundation 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.



IN WITNESS WHEREOF, the City of Fort Lauderdale and the Broward Education Foundation, Inc., execute this Agreement as follows:

CITY OF FORT LAUDERDALE, a Florida municipal corporation.

By: _____
Susan Grant, Acting City Manager

Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney

Eric W. Abend
Senior Assistant City Attorney



WITNESSES:

BROWARD EDUCATION FOUNDATION, INC., a Florida not for profit corporation.

Griffin Cerra
Print Name: Griffin Cerra

By: James A. Knapp
James Knapp, President and CEO

Colette Burns
Print Name: COLETTE BURNS

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of March, 2025, by James Knapp as President and Chief Executive Officer for Broward Education Foundation, Inc., a Florida not for profit corporation.

(SEAL)

Carol McFadden
Signature of Notary Public – State of Florida



Carol McFadden
Comm.: HH 500527
Expires: Mar. 6, 2028
Notary Public - State of Florida

Carol McFadden
Print, Type, or Stamp Commissioned
Name of Notary Public

Personally Known OR Produced Identification _____
Type of Identification Produced _____



Invoice # CFLS-25-01

March 6, 2025

To: Susan Leon
City of Fort Lauderdale
101 Third Avenue, Suite #2100
Fort Lauderdale, FL 33301

From: Claudette Lavoie
Broward Education Foundation
600 SE Third Avenue, 1st Floor
Fort Lauderdale, FL 33301
954-914-5356

DESCRIPTION	Amount
12- 2025 FPP-State College-Florida Only Tuition Scholarships - Fee for Service (Discounted)	\$12,800 500
Per: City of Fort Lauderdale Agreement CAM#25-0213	
	Balance: \$13,300

Thank You!