

**FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE
COMMUNITY CHILD CARE CENTER OF DELRAY BEACH, INC.**

THIS AGREEMENT is made this 7th day of December, 2021 by and between the **CITY OF DELRAY BEACH**, a Florida Municipal Corporation (hereinafter referred to as "CITY"), and **COMMUNITY CHILD CARE CENTER OF DELRAY BEACH, INC., D/B/A ACHIEVEMENT CENTERS FOR CHILDREN AND FAMILIES**, a Florida not-for-profit corporation, (hereinafter referred to as "ACCF").

WITNESSETH:

WHEREAS, the CITY desires to support collaborative initiatives that provide educational and developmental opportunities for under-privileged youth using positive role models to create ongoing and caring relationships; and

WHEREAS, ACCF was organized under the laws of the State of Florida as a non-profit corporation for the purpose of serving low-income children and families in Delray Beach. ACCF's mission is to ensure school readiness, provide skill building opportunities, promote academic achievement and support healthy lifestyles; and

WHEREAS, ACCF provides affordable childcare, afterschool and summer programs that allow families to work while receiving quality services and support, increasing their overall stability and building the family's capacity; and

WHEREAS, in conjunction with the children's programs, ACCF provides Family Strengthening programs that aim to increase parents' knowledge, skills and confidence in order to build strong family bonds and strengthen the community; and

WHEREAS, the CITY desires to provide funding to ACCF for five years, pursuant to the terms and conditions of this Agreement, in order to assist ACCF with activities to further the City's goal of fostering the development of youth in the community, strengthening families, and

providing a positive, safe, educational environment utilized by children during the times when children are not in school; and

WHEREAS, the CITY finds that this Agreement serves a municipal and public purpose, is consistent with the CITY's goals for families and education, and conforms with the requirements of Florida law.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. The recitations set forth above are true and correct and incorporated herein by reference.

2. The term of this Agreement shall commence upon execution by both parties. The Agreement shall continue in full force and effect until September 30, 2026.

3. The CITY shall provide funding to ACCF on an annual basis, in an amount not to exceed Eighty-One Thousand and 00/100 Dollars (\$81,000.00) per year (the "Funding Amount") for the term of this agreement. The Funding Amount is to be used by ACCF to provide programming services that support the mission of ACCF in accordance with the Performance Standards and Programs and Services Outcomes described in Exhibit "A". Each subsequent year of this Agreement and prior to the adoption of the City's budget, a workshop with the City Commission will be scheduled to discuss funding requests for the upcoming fiscal year. Payment of the annual amount for the initial year of this Agreement shall be made within 90 days of execution of this Agreement. Payment of the Funding Amount for subsequent years of this Agreement shall be made in accordance with Paragraph 5.

4. Within One Hundred and Eighty Days after execution of this Agreement, ACCF shall submit the following reports to the CITY in a form reasonably acceptable to the CITY and

which shall confirm that ACCF has operated and shall continue to operate in such a manner as to meet the Performance Standards and Programs and Services Outcomes described in Exhibit "A":

(a) ACCF's annual business plan which shall contain the following information: operations, business structure, fundraising and capital development plan and five-year strategic plan.

(b) ACCF's annual budget for its 2021-22 fiscal year and for its 2020-21 fiscal year.

(c) A recent compilation report of ACCF's business operations, including ACCF's annual income tax returns, IRS Form 990, 990-T or equivalent.

(d) An outreach and diversity plan relating to ACCF's services, which includes specific goals in hiring, procurement, programming, customer outreach, and in appointments to ACCF's governing board to reflect the diversity of the community it serves.

5. Prior to the issuance of the annual Funding Amount for each subsequent year of this Agreement, ACCF shall submit to the CITY a compilation report from the prior fiscal year and an annual report in a form reasonably acceptable to the CITY, which shall include the following: (a) a description of the principal activities, programs and services offered and provided by ACCF during the preceding fiscal year; (b) the number of persons who participated in activities and programs held by ACCF during the preceding fiscal year; and (c) a written statement signed by ACCF which sets forth its status on supporting its out-of-school programs outlined in Exhibit "A", and which of such programs were not supported, all with appropriate explanation.

6. ACCF acknowledges that failure to timely provide an audit and an annual report to the CITY as described in Paragraph 5 may result in the City terminating this Agreement in accordance with Paragraph 10 below and may negatively impact the CITY's funding of ACCF programs in the future.

7. ACCF recognizes that the CITY makes payments under this Agreement with public funds, including tax dollars. Accordingly, ACCF shall purchase goods and services in a manner to provide, to the maximum extent practicable, open and free competition in order to obtain the most reasonable pricing.

8. ACCF hereby gives the City, through any authorized representative, upon reasonable notice, access to and the right to examine all records, books, papers, or documents relating to the funding provided pursuant to this Agreement. ACCF hereby agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. ACCF hereby agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such monies in full to the CITY, or if this Agreement is still in force, any subsequent request for payment shall be withheld by the CITY.

9. Both the CITY and ACCF agree that ACCF shall at all times act as an independent contractor in the performance of its duties under this Agreement. Accordingly, ACCF shall be responsible for the payment of all taxes including Federal and State taxes arising out of ACCF's activities in accordance with this Agreement including by way of illustration but not limitation, Federal income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as may be lawfully required.

10. If the CITY determines, in its sole and absolute discretion, that ACCF is not achieving the Performance Standards and/or Program and Services Outcomes or is otherwise not furthering the CITY's goals, policies, and objectives with respect to family programs and education, the CITY shall provide written notice to the ACCF of such deficiency(ies), and ACCF shall have fourteen (14) days from receipt of the notice to cure the deficiency(ies) to the satisfaction

of the CITY. Should ACCF fail to cure such deficiency(ies) to the satisfaction of the CITY, the CITY has the right to void the Agreement immediately after delivery of written notice to ACCF.

11. No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

12. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

13. Neither the CITY nor ACCF shall assign or transfer any rights or interest in this Agreement.

14. ACCF shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of any State or Federal law.

15. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

16. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY: City Manager
100 NW 1st Avenue
Delray Beach, FL 33444

Copy to: City Attorney
200 NW 1st Avenue
Delray Beach, FL 33444

ACCF: Stephanie Seibel
The Achievement Centers for Children & Families
345 NW 5th Ave
Delray Beach, FL 33444

17. IF ACCF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ACCF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH, FLORIDA, (561) 243-7050, E-MAIL: CITYCLERK@MYDELRAYBEACH.COM.

(a) ACCF shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, ACCF agrees to:

- (1) Keep and maintain all records that ordinarily and necessarily would be required by the City.
- (2) Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the ACCF at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the ACCF.
- (5) If ACCF does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this Agreement in accordance with state law.

18. ACCF is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from the ACCF and its subcontractors and lower tier subcontractors. ACCF understands and agrees that in addition to all other remedies and consequences provided by law, the failure of ACCF or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement justifying its termination.

19. In no event shall the CITY be liable for any amounts in excess of the amounts stated herein. The parties hereto do not intend to create any rights for third party beneficiaries under this Agreement.

20. This Agreement constitutes the entire agreement between the parties and shall supersede all prior oral and written funding agreements by the CITY to ACCF.

21. The parties acknowledge that CITY's performance and payment pursuant to this Agreement beyond the initial one (1) year term is not assured and is contingent upon the CITY, in its sole and absolute discretion, appropriating the Funding Amount in its approved annual budget.

22. This Agreement shall not be valid until signed by the CITY.

23. By entering into this Agreement ACCF acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." ACCF affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this

section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by ACCF, ACCF may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the ACCF.

24. The ACCF shall provide certificates of insurance to the CITY evidencing its insurance coverage and naming the CITY as an additional insured. Such insurance shall be in an amount and form that is acceptable to the CITY and shall be delivered to the CITY prior to the distribution to the ACCF of any funding as referenced herein. If the ACCF fails to provide the certificates of insurance in a form acceptable to the CITY, the CITY may immediately terminate this Agreement.

25. The ACCF, shall at all times hereafter indemnify, hold harmless, and at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend the CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, the ACCF, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement or Exhibit A including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CITY by reason of any such claim, cause of

action, or demand, the ACCF shall, upon written notice from the CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to the CITY or, at the CITY's option, pay for an attorney selected by the CITY Attorney to defend the CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time.

26. CITY shall not be responsible for its failure to make the premises available or to provide the facilities and services described herein, where such performance is rendered impossible and impractical due to strikes, walk-outs, acts of God, inability to obtain labor, materials or services, government restriction (other than CITY), enemy action, civil commotion, fire, unavoidable casualty, utility disruptions or blackouts, or similar causes or any other causes beyond the control of CITY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties to this Agreement set their hands and seals the day and year first above written.

ATTEST:

Katerri Johnson
Katerri Johnson, CITY Clerk

CITY OF DELRAY BEACH
By: Shelly Petrolia
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gein
Lynn Gein, City Attorney

**COMMUNITY CHILD CARE CENTER
OF DELRAY BEACH, INC.**

By: Stephanie Seibel
Print Name: Stephanie Seibel

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

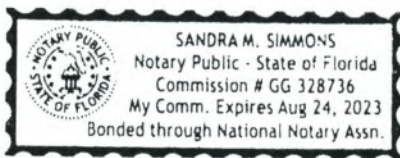
The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this 4th day of December 2021, by Stephanie Seibel (name of person), as CEO (type of

authority) for Community Child Care Center of Delray Beach, Inc (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification

Type of Identification Produced _____



Sandra M. Simmons

Notary Public – State of Florida

EXHIBIT "A"

Performance Standards

ACCF shall provide programs and services in Delray Beach to children and families as well as support the City's work in the Campaign for Grade Level Reading and their Education Board initiatives. ACCF provides skill building opportunities, promotes academic achievement and supports healthy lifestyles. ACCF applies sound and deliberate principles to program offerings and evidence-based interventions.

During Covid, ACCF adjusted its operations to accommodate the reduced enrollment due to the pandemic and as dictated by social distancing requirements. However, ACCF shall continue to provide the following services:

- Early Learning Programming for a minimum of 100 (during COVID 80) toddlers and preschoolers ages 1-5 years.
- After School Time Programming for a minimum of 400 (during COVID 200) participants ages 5 – 18 years.
- Summer Learning Programming for a minimum of 400 (during COVID 200) participants ages 5 – 18 years.
- An array of family support services available to all ACCF families with some activities available to the greater community.

ACCF offers high-quality programs and staff is trained to utilize a trauma-informed perspective and a Restorative Practice model. ACCF also uses a collaborative family support model and has partnered with other organizations to provide families in crisis with access to housing, employment, food, insurance and other services.

New services and activities have been added this renewal period. We now offer a weekend schedule of activities for teens that began in February 2021 and saw a steady increase in attendance over the first three weekends, increasing from 9 participants in February to 85 in March. Weekend activities include employability skill development and recreational activities in a safe environment with access to a gym, computer lab, game room, music studio, art room and food/snacks.

ACCF recognizes the unique needs of middle school students and will expand its weekend teen program in the fall of 2021 to include middle schoolers. New programming will offer middle school students the opportunity to build connections to older students through activities such as tours of high schools, mentoring by high school students, and meetings with guidance counselors. It is during transitions, such as that from middle to high school, that students begin to feel isolated and disconnected and find reasons to become truant. Our program activities aim to ease the anxiety-provoking transition from middle to high school, teach coping skills and build resilience.

While ACCF has been an active participant for several years in racial equity learning through Healthier Delray Beach and the County, we have officially joined the Advancing the Mission movement in Palm Beach County through a board approved pledge. We are committed to continuous learning and ensuring that our staff and board members attend Race Equity Training and Groundwater Training sponsored by the Race Equity Institute. We have assembled a diverse group to review our policies and procedures to ensure that

they reflect the equity for which we strive and are scheduled to participate in the County’s equity cohort work in 2022. ACCF seeks to play a role in creating a community in Delray Beach that supports healthy parenting and the growth and development of healthy and happy children.

These new activities, coupled with our existing programs and services, will help us help our families growing stronger, better informed, healthier and better able to access the community resources they may need. As parents gain confidence in their own abilities, their children’s lives improve. A selection of programs, anticipated outcomes and impact on the Delray Beach community follows:

Programs & Services Outcomes

Early Learning Program Outcome:

Activity	Frequency	Outcome	Impact
Early Childhood Education using evidence based curriculum includes STEAM activities, story time, creative play, outdoor play and nutritious meals.	Monday through Friday 7:30 am - 5:30 pm	75% of 4/5-year-old regularly attending children will score 'ready for school' measured on a researched based instrument.	The Delray Beach community benefits by children being ready for kindergarten which is a strong indicator of future academic success.

Summer Learning Outcome:

Activity	Frequency	Outcome	Impact
Summer Learning Program includes field trips, STREAM* Curriculum, Sports, Arts and Recreation and nutritious meals. <i>*Science, Technology, Research, Engineering, Art & Math.</i>	7- to 10-week summer programming; Monday through Friday 7:30 am - 5:30 pm	75% of participants will avoid the typical summer reading loss measured each year by school district data and/or internal assessments.	Students will minimize reading loss that results from a summer without reading enrichment.

Out of School Program Outcome:

Activity	Frequency of Activity	Outcome	Impact
Academic, social and recreational activities provided during out of school time.	Daily after school 2 pm - 6:30 pm and Out of school days (such as spring break, holiday breaks and teacher work days) 7:30 am - 5:30 pm	100% of participants will receive high-quality services and will spend out-of-school time in a safe and supportive environment, such as ACCF which is measured by the Program Quality Assessment (PQA) Tool administered by Prime Time annually in the fall. PQA is a research based program quality instrument from Center for Youth Program Quality. (David P. Weikart)	Children will establish social connections, receive academic enrichment and build resilience thereby reducing risk of delinquency, truancy, school failure and risky behaviors.

Family Support Services Outcome:

Activities	Frequency	Outcome	Impact
Family support in times of need including case management, group support meetings, referrals and linkages to community resources and learning opportunities (workshops, parent groups, community connections)	Support services are offered as needed and as identified in collaboration with the family. Learning opportunities are offered weekly.	75% of participants will experience a decrease in stressors and an increase in strengths as measured by the Strengths & Stressors Questionnaire, a researched based, validated tool widely used in the Family Welfare System.	Families that receive support in times of need, receive and follow-through on referrals, connect with the Delray Beach community, and participate in learning opportunities will increase their knowledge, build resilience and grow stronger and more successful.

RESOLUTION NO. 175-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH COMMUNITY CHILD CARE CENTER OF DELRAY BEACH, INC., D/B/A ACHIEVEMENT CENTERS FOR CHILDREN AND FAMILIES ("ACCF") TO PROVIDE FUNDING TO SUPPORT IT'S PROGRAMMING; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AMENDMENTS AND/OR RENEWALS THERETO AND TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THIS AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach (City) is authorized to enter into agreements to provide services, programming and products in accordance with its Charter; and

WHEREAS, the City desires to enter into a Funding Agreement with ACCF; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.

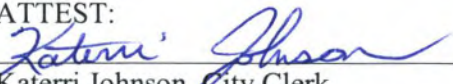
Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Agreement between the City and the Community Child Care Center of Delray Beach, Inc., D/B/A Achievement Centers For Children And Families which is attached as Exhibit "A".

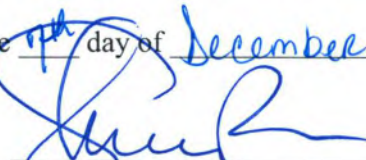
Section 3. The City Commission authorizes the City Manager to execute any amendments and/or renewals thereto and to take any and all actions necessary to effectuate this agreement.

Section 4. This Resolution shall become effective immediately upon adoption.

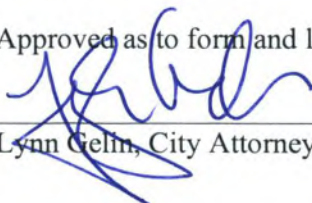
PASSED AND ADOPTED in regular session on the 14th day of December, 2021.

ATTEST:


Katerri Johnson, City Clerk


Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:


Lynn Gelin, City Attorney

CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Funding Agreement Between the City of Delray Beach and Achievement Centers for Children and Families (\$81,000)

Department: City Manager's Office

Contact person: Janet Meeks

City Manager approval

City Commission approval

Reviewed by Purchasing

Agenda item #:

Agenda meeting date:

Resolution #:

Agreement Action:

New

Renewal

Amendment

*Renewal: Only change is the agreement term

*Amendment: For changes other than/in addition to term

Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:

Comments/Specific Provision in Agreement

Term (Duration of Agreement)	2: effective date until September 30, 2026
Termination Clause	10: 14 days to cure after written notice
Renewal Clause	n/a
Insurance	City standard
Indemnification	City standard
Assignment	13: shall not assign
Fiscal Funding Requirement	21
FL. Public Records Provision (2016)	17
Inspector General Provision	18
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	n/a
E-verify	23

Business Principles:

Comments

Fees: Total Value	\$405,000.00
Fees: Per Fiscal Year	\$81,000.00

Other Issues:

Comments

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	Funding Agreement with ACCF for \$81,000
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Consistent with applicable policies including, but not limited to, Procurement policies. Yes

Attorney: Kelly Brandon, Esq.

Reviewed and approved as to form and legal sufficiency only



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

AMENDMENT NO. 1

TO

**FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND
COMMUNITY CHILD CARE CENTER OF DELRAY BEACH, INC.,
D/B/A ACHIEVEMENT CENTERS FOR CHILDREN AND FAMILIES**

CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO
THE FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND
COMMUNITY CHILD CARE CENTER OF DELRAY BEACH, INC.,
D/B/A ACHIEVEMENT CENTERS FOR CHILDREN AND FAMILIES

THIS AMENDMENT NO. 1 to the Funding Agreement between the City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and Community Child Care Center of Delray Beach, FL, d/b/a Achievement Center for Children and Families (hereinafter "ACCF") a Florida not-for-profit corporation, is entered into this 6th day of February 2026.

WITNESSETH:

WHEREAS, on December 7, 2021, the City entered into an Agreement with ACCF to provide annual funding (hereinafter referred to as the "Agreement") in the amount of \$81,000.00 per year to provide programming services; and

WHEREAS, the Parties agree to add statutory clauses required by the City and State to the Agreement; and

WHEREAS, the City finds that this Amendment serves a municipal and public purpose, is consistent with the City's goals, policies, and objectives and conforms to the requirements of Florida law.

NOW, THEREFORE, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The following paragraphs are added to the Agreement:
 - i. Pursuant to Section 287.135, ACCF is ineligible to enter into, or renew, this Agreement if ACCF is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
 - a. By entering into this Agreement, ACCF certifies that ACCF is not on the Scrutinized Companies that Boycott Israel List, and that ACCF is not engaged in a boycott of Israel.
 - b. ACCF shall notify the City if, at any time during the term of this Agreement, ACCF is placed on the Scrutinized Companies that Boycott Israel List, or that ACCF is engaged in a boycott of Israel. Such notification shall be in writing and provided by ACCF to the City within ten (10) days of the date of such occurrence.

- c. In the event the City determines, using credible information available to the public, that ACCF has submitted a false certification or ACCF is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against ACCF, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against ACCF.
 - d. ACCF shall not seek damages, fees, or costs against the City in the event the City terminates the Agreement pursuant to this provision.
- ii. Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more or is a grant, ACCF shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. ACCF represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.
 - iii. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, ACCF represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.
 - iv. By its execution of this Agreement, ACCF acknowledges that it has been informed by City of, and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant

under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

- v. ACCF and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. ACCF agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. ACCF obligations under this Section shall survive termination, cancellation or expiration of this Agreement.
 - vi. ACCF has fully complied with Florida Statute §787.06(13), which requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute as evidenced by affidavit provided to the City.
3. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement, and this Amendment No. 1 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

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ATTEST:

Alexis Givings
Alexis Givings, City Clerk

CITY OF DELRAY BEACH

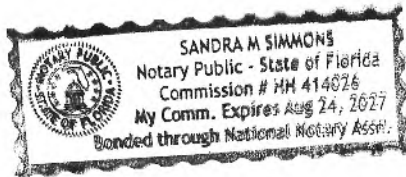
By: [Signature]
Terrence R. Moore, ICMA-CM

Approved as to form and legal sufficiency:

[Signature]
Lynn Gelin, City Attorney



COMMUNITY CHILD CARE CENTER OF
DELRAY BEACH, INC., D/B/A ACHIEVEMENT
CENTERS FOR CHILDREN AND FAMILIES:



By: [Signature]
Print Name: Stephanie Seibel
Title: CEO

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of January 2020, by Stephanie Seibel (name of person), as CEO (type of authority) for Community Child Care Center of Delray Beach, Inc. (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____

[Signature]
Notary Public – State of Florida

AUTHORIZATION FORM



Do not write / CM Office Only
CMO Log #: _____
Rcv'd Date: _____

Originator:
Name ACM Jeff Oris Department City manager Ext. 7099 Date 1/30/26
Description of Request: Amendment to Funding Agreement
Department Leave Form Check Request Form Acquisition Approval
Budget Transfer Grant Item Memorandum Service Authorization Approval
 Other (Please Specify) Agreement - \$81,000
Achievement Center
Department Head Signature: _____
Finance Signature:(if request impacts budget) _____

Review Completed by Staff – Comments:

- RETURN TO ORIGINATOR FOR ADDITIONAL COMMENTS
- APPROVED FOR TERRENCE R. MOORE, ICMA-CM SIGNATURE
- APPROVED FOR JEFFREY ORIS, ACM SIGNATURE

TRACKING:
Returned to _____ Department for additional information on: _____
Forwarded to _____ Department for action on: _____



**CITY OF DELRAY BEACH
 CITY ATTORNEY'S OFFICE
 200 NW 1ST Avenue, Delray Beach, FL 33444
 561-243-7090**



LEGAL REVIEW FORM

This form is to be used solely for the legal review of documents not including procurement agreements. Procurement Agreements are reviewed under a separate cover. This form shall only be completed by a member of the City Attorney's Office.

Date of Review: 1/2/26

Document Name: AMENDMENT NO. 1 TO THE FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND COMMUNITY CHILD CARE CENTER OF DELRAY BEACH, INC., D/B/A ACHIEVEMENT CENTERS FOR CHILDREN AND FAMILIES

Document Type: Amendment

Submitted by: Jeff Oris

This document is approved as to form and legal sufficiency.

This document is approved as to form and legal sufficiency; however, the undersigned made the following change(s):

This document is not approved as to form and legal sufficiency for the following reason(s):

s/Kelly W. Brandon, Esq.
 Attorney

Copy to:

 City Attorney's Office (with a copy of the approved document)