

**FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND
EXPANDING AND PRESERVING OUR CULTURAL HERITAGE, INC. (EPOCH)**

THIS AGREEMENT is made this 19th day of October, 2021 by and between the **CITY OF DELRAY BEACH**, a Florida Municipal Corporation (hereinafter referred to as “**CITY**”), and **EXPANDING AND PRESERVING OUR CULTURAL HERITAGE, INC.**, a Florida not-for-profit corporation, (hereinafter referred to as “**EPOCH**”).

WITNESSETH:

WHEREAS, on February 7, 1995, the City Commission of the City of Delray Beach, recognizing the importance of maintaining and preserving significant historic properties in Delray Beach, designated the Solomon D. Spady House (hereinafter referred to as “Spady House”) to the Local Register of Historic Places; and

WHEREAS, the Spady House exemplifies the historical, cultural, and social trends in Delray Beach from 1922-1957 and provides insight into life of one of the most prominent African American educators and community leaders in Delray Beach, Solomon D. Spady; and

WHEREAS, EPOCH was founded in 1996 and serves to operate the Spady Cultural Heritage Museum located in the Spady House; and

WHEREAS, the Spady Cultural Heritage Museum is dedicated to preserving the history of Black Americans through exhibits, archives, lectures, and various programs; and

WHEREAS, the City Commission of Delray Beach, Florida, desires to support collaborative initiatives designed to collect, preserve, and share the information about the historical and cultural influences of Florida’s early black communities; and

WHEREAS, the CITY desires to provide annual funding to EPOCH for (5) years, pursuant to the terms and conditions of this Agreement, in order to assist EPOCH with activities that further

the City's goals with respect the historic and cultural preservation of Florida's early black communities; and

WHEREAS, the CITY finds that this Agreement 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, 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. Within 90 days of execution of this Agreement, the CITY shall provide to EPOCH funding in the amount of \$31,000.00. This amount represents the first annual funding amount. For the subsequent funding years covered by the Agreement, CITY shall provide funding to EPOCH in an amount not to exceed Thirty-One Thousand and 00/100 Dollars (\$31,000.00) per year (the "Funding Amount"). 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 Funding Amount for subsequent years of this Agreement shall be made in accordance with Paragraph 5. The Funding Amount is to be used by EPOCH to provide programming services that support the mission of EPOCH in accordance with the Performance Standards described in Exhibit "A".
4. Within One Hundred and Eighty Days after execution of this Agreement, EPOCH shall submit the following reports to the CITY in a form reasonably acceptable to the CITY, and

which shall confirm that EPOCH has operated and shall continue to operate in such a manner as to meet the Performance Standards described in Exhibit “A”:

(a) EPOCH’s annual business plan which shall contain the following information: operations, business structure, fund raising and capital development plan and five-year strategic plan.

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

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

(d) An outreach and diversity plan relating to EPOCH’s services, which includes specific goals in appointments to EPOCH’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, EPOCH shall submit to the CITY its 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 EPOCH during the preceding fiscal year; (b) the number of persons who participated in activities and programs held by EPOCH during the preceding fiscal year; and (c) a written statement signed by EPOCH which sets forth its status on meeting the Performance Standards, and which of such Performance Standards were not met, all with appropriate explanation.

6. EPOCH acknowledges that failure to timely provide a compilation report 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 EPOCH programs in the future.

7. EPOCH recognizes that payments under this Agreement are made with public funds, including tax dollars. Accordingly, EPOCH 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. EPOCH 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. EPOCH 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. EPOCH 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 EPOCH agree that EPOCH shall at all times act as an independent contractor in the performance of its duties under this Agreement. Accordingly, EPOCH shall be responsible for the payment of all taxes including Federal and State taxes arising out of EPOCH'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 EPOCH is not achieving the Performance Standards or is otherwise not furthering the CITY's goals, policies, and objectives with respect to historic preservation, the CITY shall provide written notice to EPOCH of such deficiency(ies), and EPOCH shall have fourteen (14) days from receipt of the notice to cure the deficiency(ies) to the satisfaction of the CITY. Should EPOCH fail to cure such

deficiency(ies) to the satisfaction of the CITY, the CITY has the right to terminate the Agreement immediately after delivery of written notice to EPOCH.

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 EPOCH shall assign or transfer any rights or interest in this Agreement.

14. EPOCH 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

EPOCH: Charlene Farrington
Spady Cultural Heritage Museum

170 NW 5th Avenue
Delray Beach, FL 33444

17. IF EPOCH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EPOCH 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 OR VIA E-MAIL AT CITYCLERK@MYDELRAYBEACH.COM.

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

- (i) Keep and maintain all records that ordinarily and necessarily would be required by the City.
- (ii) 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.
- (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- (iv) Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the EPOCH 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 EPOCH.
- (v) If EPOCH 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. EPOCH 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 EPOCH and its subcontractors and lower tier subcontractors. EPOCH understands and agrees that in addition to all other remedies and consequences provided by law, the failure of EPOCH 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 EPOCH.

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 EPOCH acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." EPOCH 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 EPOCH, EPOCH 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 EPOCH.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the EPOCH executed this Agreement as of 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 Gelin
Lynn Gelin, City Attorney

ATTEST:

Sharon Blake
Print Name: Sharon Blake

EXPANDING AND PRESERVING OUR CULTURAL HERITAGE, INC.

By: Charlene Farrington
Print Name: Charlene Farrington
Title: Executive Director

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30 day of October, 2021, by Charlene Farrington (name of person), as Director (type of authority) for EPOCH (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____

Marilyn E. Alford
Notary Public – State of Florida



EXHIBIT "A"

Performance Standards

1. EPOCH shall manage and operate the Spady Cultural Heritage Museum located at 170 NW 5th Avenue, Delray Beach, Florida.
2. EPOCH shall keep and maintain the Spady Cultural Heritage Museum open to the public on a regular, year-round basis.
3. EPOCH shall provide guided tours and educational programming to visitors, especially targeting those in underserved populations.
4. EPOCH shall maintain and operate exhibits intended to recognize the achievements of African Americans in Delray Beach, Palm Beach County, and throughout the State of Florida.
5. EPOCH shall host an annual Martin Luther King breakfast highlighting the legacy of Dr. King and featuring guest speakers.
6. EPOCH shall produce community forums to encourage open dialogue about race relations, diversity, and inclusion.

RESOLUTION NO. 165-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH EXPANDING AND PRESERVING OUR CULTURAL HERITAGE, INC. (EPOCH) TO PROVIDE FUNDING TO SUPPORT ITS PROGRAMMING, EVENTS, AND MANAGEMENT AND OPERATION OF SPADY CULTURAL HERITAGE MUSEUM; 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 EPOCH; 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 Expanding and Preserving Our Cultural Heritage, Inc., 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.

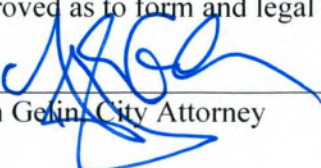
PASSED AND ADOPTED in regular session on the 19th day of October, 2021.

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 Expanding and Preserving Our Cultural Heritage, Inc.

Department: City Manager's Office

Contact person: Duncan Tavarres

City Manager approval

City Commission approval

Reviewed by Purchasing

Agenda item #:

Agenda meeting date:

Resolution #: 165-21

Agreement Action:

New <input checked="" type="radio"/>	Renewal* <input type="radio"/>	Amendment* <input type="radio"/>	*Renewal: Only change is the agreement term *Amendment: For changes other than/in addition to term
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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	\$155,000.00
Fees: Per Fiscal Year	\$31,000.00

Other Issues:	Comments
Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	

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 SPADY
CULTURAL HERITAGE MUSEUM, INC. F.K.A. EXPANDING AND PRESERVING OUR
CULTURAL HERITAGE, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO
THE FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND SPADY
CULTURAL HERITAGE MUSEUM, INC. F.K.A. EXPANDING AND PRESERVING OUR
CULTURAL HERITAGE, INC.

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 Spady Cultural Heritage Museum, Inc. f.k.a Expanding and Preserving Our Cultural Heritage, Inc., a Florida not-for-profit corporation, is entered into this 16th day of May, 2023.

WITNESSETH:

WHEREAS, on October 19, 2021, the City entered into an agreement (hereinafter referred to as the "Agreement") with Expanding and Preserving Our Cultural Heritage, Inc., to provide annual funding in the amount of \$31,000.00 per year; and

WHEREAS, Expanding and Preserving Our Cultural Heritage, Inc. legally changed its name to Spady Cultural Heritage Museum, Inc. (hereinafter "SPADY"); and

WHEREAS, the parties desire to amend the Agreement to recognize the aforementioned name change and add additional funding as approved by the City Commission as part of the City budget for fiscal year 2022-2023 to assist SPADY with activities that further the City's goals with respect to the historic and cultural preservation of Florida's early black communities; 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. Any reference to the non-profit organization formerly known as "Expanding and Preserving Our Cultural Heritage, Inc." is replaced with the new legal name, "Spady Cultural Heritage Museum, Inc."
3. The Agreement is hereby amended to provide an additional \$19,000.00 in funding for a total amount of \$50,000.00 in funding from City to SPADY for City's Fiscal year 2022-2023.
4. 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.

[Remainder of page intentionally left blank]

ATTEST:

Katerri Johnson
Katerri Johnson, City Clerk

CITY OF DELRAY BEACH

By: Terrence Moore
Terrence Moore, ICMA-CM

Approved as to form and legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney



ATTEST:

Katerri Johnson
Print Name: Katerri Johnson

SPADY CULTURAL HERITAGE MUSEUM, INC.

By: Charlene Farrington
Print Name: Charlene Farrington
Title: Executive Director

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of May, 2023 by Charlene M. Farrington (name of person), as EXECUTIVE DIRECTOR (type of authority) for SPADY CULTURAL HERITAGE MUSEUM, INC. (name of party on behalf of whom instrument was executed).

Personally known ___ OR Produced Identification
Type of Identification Produced DRIVER LICENSE

Monica M. Daniels
Notary Public – State of Florida



MONICA M. DANIELS
Commission # HH 258361
Expires April 27, 2026



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: 5/16/23

Document Name: AMENDMENT NO. 1 TO FUNDING AGREEMENT BETWEEN SPADY CULTURAL HERITAGE MUSEUM, INC. FORMERLY KNOWN AS EXPANDING AND PRESERVING OUR CULTURAL HERITAGE

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):

NOTES: Increases funding to SANDOWAY for FY 2022-2023 from \$31,000.00 to \$50,000.00.

s/Kelly W. Brandon, Esq.
 Attorney

Copy to:
 ___ City Attorney's Office (with a copy of the approved document)

*↓
 as approved
 by the CC
 during the
 budget
 process*



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

AMENDMENT NO. 2 TO
FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND SPADY
CULTURAL HERITAGE MUSEUM, INC. F.K.A. EXPANDING AND PRESERVING OUR
CULTURAL HERITAGE, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 2 TO
THE FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND SPADY
CULTURAL HERITAGE MUSEUM, INC. F.K.A. EXPANDING AND PRESERVING OUR
CULTURAL HERITAGE, INC.

THIS AMENDMENT NO. 2 to the Funding Agreement between the City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and Spady Cultural Heritage Museum, Inc. f.k.a Expanding and Preserving Our Cultural Heritage, Inc., a Florida not-for-profit corporation, is entered into this 18th day of April, 2024.

WITNESSETH:

WHEREAS, on October 19, 2021, the City entered into an agreement (hereinafter referred to as the "Agreement") with Expanding and Preserving Our Cultural Heritage, Inc., to provide annual funding in the amount of \$31,000.00 per year; and

WHEREAS, on May 16, 2023, Amendment 1 to the Agreement was approved for increased funding in the amount of \$50,000.00 for Fiscal Year 2022-2023, to assist SPADY with activities that further the City's goals with respect to the historic and cultural preservation of Florida's early black communities; and

WHEREAS, as part of its budget process, the City Commission agreed to provide \$50,000.00 in funding to SPADY for Fiscal Year 2023-2024 to continue to further the City's goals with respect to the historic and cultural preservation of Florida's early black communities; 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 Agreement is hereby amended to provide funding in the amount of \$50,000.00 from City to SPADY for City's Fiscal year 2023-2024.
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, Amendment No. 1, and this Amendment No. 2 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.

[Remainder of page intentionally left blank]

ATTEST:

Katerri Johnson
Katerri Johnson, City Clerk

CITY OF DELRAY BEACH

By: Terrence Moore
Terrence Moore, ICMA-CM

Approved as to form and legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney

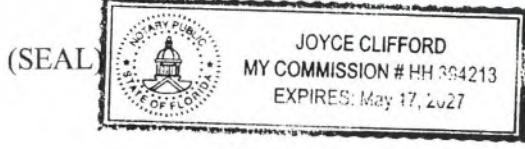


ATTEST:

Sharon Blake
Print Name: Sharon Blake

SPADY CULTURAL HERITAGE MUSEUM, INC.

By: Charlene Farrington
Print Name: Charlene Farrington
Title: Executive Director



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of March, 2024, by Charlene Farrington (name of person), as Exec Director (type of authority) for Spady Museum of Cultural Arts (name of party on behalf of whom instrument was executed).

Personally known X OR Produced Identification _____
Type of Identification Produced _____

Joyce Clifford
Notary Public – State of Florida



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



LEGAL REVIEW FORM

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Date of Review: 4/1/24

Document Name: Amendment No. 2 to Funding Agreement between Spady and City

Document Type: Amendment

Submitted by: Latoya Johnson

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):

Amendment No. 2 to funding Agreement with Spady. \$50,000 approved by Commission.

s/Daniela Vega, Esq.
 Attorney

Copy to:

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



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

**AMENDMENT NO. 3 TO
FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND SPADY
CULTURAL HERITAGE MUSEUM, INC. F.K.A. EXPANDING AND PRESERVING OUR
CULTURAL HERITAGE, INC.**

CITY OF DELRAY BEACH
AMENDMENT NO. 3 TO
THE FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND SPADY
CULTURAL HERITAGE MUSEUM, INC. F.K.A. EXPANDING AND PRESERVING OUR
CULTURAL HERITAGE, INC.

THIS AMENDMENT NO. 3 to the Funding Agreement between the City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as “City”), and Spady Cultural Heritage Museum, Inc. f.k.a Expanding and Preserving Our Cultural Heritage, Inc., a Florida not-for-profit corporation, is entered into this ____ day of _____, 2025.

WITNESSETH:

WHEREAS, on October 19, 2021, the City entered into an agreement (hereinafter referred to as the “Agreement”) with Expanding and Preserving Our Cultural Heritage, Inc., to provide annual funding in the amount of \$31,000.00 per year; and

WHEREAS, on May 16, 2023, Amendment 1 to the Agreement was approved for increased funding in the amount of \$50,000.00 for Fiscal Year 2022-2023, to assist SPADY with activities that further the City’s goals with respect to the historic and cultural preservation of Florida’s early black communities; and

WHEREAS, on April 18, 2024, Amendment 2 to the Agreement was approved to provide \$50,000.00 in funding to SPADY for Fiscal Year 2023-2024; and

WHEREAS, as part of its budget process, the City Commission agreed to again provide funding in amount of \$50,000.00 to SPADY for Fiscal Year 2024-2025 to continue to further the City’s goals with respect to the historic and cultural preservation of Florida’s early black communities; 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 Agreement is hereby amended to provide funding in the amount of \$50,000.00 from City to SPADY for City’s Fiscal year 2024-2025.
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, Amendment No. 1, Amendment No. 2, and this Amendment No. 3 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.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: _____
Terrence Moore, ICMA-CM

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

ATTEST:

SPADY CULTURAL HERITAGE MUSEUM, INC.

By: _____

Print Name: _____

Print Name: _____

Title: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known ___ OR Produced Identification ___
Type of Identification Produced _____

Notary Public – State of Florida



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

AMENDMENT NO. 4

TO

FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND SPADY
CULTURAL HERITAGE MUSEUM, INC. F/K/A EXPANDING AND PRESERVING OUR
CULTURAL HERITAGE, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 4 TO
THE FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND SPADY
CULTURAL HERITAGE MUSEUM, INC. F/K/A EXPANDING AND PRESERVING OUR
CULTURAL HERITAGE, INC.

THIS AMENDMENT NO. 4 to the Funding Agreement between the City of Delray Beach by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and Spady Cultural Heritage Museum, Inc. f/k/a Expanding and Preserving Our Cultural Heritage, Inc. (hereinafter "Spady") a Florida not-for-profit corporation, is entered into this 15th day of _____, 2026.

January

WITNESSETH:

WHEREAS, on October 19, 2021, the City entered into an agreement with Spady to provide annual funding (hereinafter referred to as the "Agreement") in the amount of \$31,000.00 per year; and

WHEREAS, on May 16, 2023, Amendment 1 to the Agreement was approved to recognize a name change from Expanding and Preserving Our Cultural Heritage, Inc. to Spady Cultural Heritage Museum, Inc. and to provide an additional \$19,000.00 in funding for a total amount of \$50,000.00 in funding from City to Spady for City's Fiscal Year 2022-2023; and

WHEREAS, on April 18, 2024, Amendment 2 to the Agreement was approved to provide an additional \$19,000.00 in funding for a total amount of \$50,000.00 in funding from City to Spady for City's Fiscal Year 2023-2024.; and

WHEREAS, on June 20, 2025, Amendment 3 to the Agreement was approved to provide an additional \$19,000.00 in funding for a total amount of \$50,000.00 in funding from City to Spady for City's Fiscal year 2024-2025; and

WHEREAS, as part of its budget process, the City Commission agreed to increase funding to Spady to replace funds previously provided by the Delray Beach Community Redevelopment Agency; and

WHEREAS, during its budget meeting for Fiscal Year 2025-2026, the City Commission approved a total funding of \$159,000.00 to Spady to assist with activities that further the City's goals with respect to the historic and cultural preservation of Florida's early black communities; and

WHEREAS, the Parties also 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 Agreement is hereby amended to provide funding in the amount of \$159,000.00 from City to Spady for City's Fiscal Year 2025-2026.
3. The following paragraphs are added to the Agreement:
 - i. Pursuant to Section 287.135, Spady is ineligible to enter into, or renew, this Agreement if Spady 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, Spady certifies that Spady is not on the Scrutinized Companies that Boycott Israel List, and that Spady is not engaged in a boycott of Israel.
 - b. Spady shall notify the City if, at any time during the term of this Agreement, Spady is placed on the Scrutinized Companies that Boycott Israel List, or that Spady is engaged in a boycott of Israel. Such notification shall be in writing and provided by Spady 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 Spady has submitted a false certification or Spady 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 Spady, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Spady.
 - d. Spady 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, Spady 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. Spady 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, Spady 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, Spady 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. Spady 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. Spady agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. Spady obligations under this Section shall survive termination, cancellation or expiration of this Agreement.
- vi. Spady 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.

4. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and this Amendment No. 4 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.

[Remainder of page intentionally left blank]

ATTEST:

Alexis Givings
Alexis Givings, City Clerk

CITY OF DELRAY BEACH
By: Terrence R. Moore
Terrence R. Moore, ICMA-CM

Approved as to form and legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney



(SEAL)

SPADY CULTURAL HERITAGE MUSEUM, INC.

By: Charlene Farrington

Print Name: Charlene Farrington

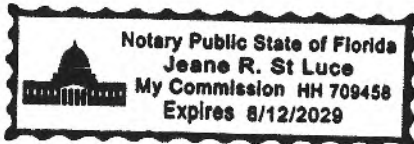
Title: Executive Director

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of January, 2026 by Charlene Farrington (name of person), as Executive Director (type of authority) for Spady Cultural Heritage (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____

Jeanne R. St Luce
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. 7144 Date 11/2/26

Description of Request: Funding Agreement - Spady

Department Leave Form Check Request Form Acquisition Approval

Budget Transfer Grant Item Memorandum Service Authorization Approval

Other (Please Specify) Agreement - 4th Amendment

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, City Attorney,
- APPROVED FOR JEFFREY ORIS, ACM SIGNATURE City Clerk.

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 SPADY CULTURAL HERITAGE MUSEUM

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)