

FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND  
GBDC ENTREPRENEURSHIP INSTITUTE INC.

THIS AGREEMENT ("Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF DELRAY BEACH (the "CITY"), whose principal address is 100 NW First Avenue, Delray Beach, FL 33444, and GBDC ENTREPRENEURSHIP INSTITUTE, INC., (the "RECIPIENT"), whose address is 1500 Gateway Blvd, Suite 220, Boynton Beach, FL 33426.

W I T N E S S E T H:

WHEREAS, the RECIPIENT is a Florida Not For Profit Corporation with a principal address of 1500 Gateway Blvd, Suite 220, Boynton Beach, FL 33426;

WHEREAS, the CITY desires to provide funding to support RECIPIENT's initiatives and programming related to crime prevention, safe neighborhood, and/or drug abuse prevention and education;

WHEREAS, said funding will be distributed from the CITY'S Police Department Law Enforcement Trust Funds; and

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

**NOW, THEREFORE**, in consideration of the mutual covenants, stipulations and agreements herein contained, the parties agree as follows:

1. **Recitals**. The recitals set forth above are incorporated herein.
2. **Funding**. Subject to the terms and conditions set forth herein and the RECIPIENT'S compliance with all its obligations hereunder, the CITY hereby agrees to make available to the RECIPIENT funds in the amount of Three Thousand Dollars (\$3,000.00) (the "Funds"), to be used solely in the manner hereinafter provided. RECIPIENT agrees to use the Funds to provide initiatives and programming for the benefit of Delray Beach residents regarding the one or more of the following:
  - a) Crime prevention.
  - b) Safe neighborhoods.
  - c) Drug abuse prevention and education.
3. **Term**. This Agreement shall terminate on February 1, 2026, or upon the disbursement of funds and performance of all terms and conditions outlined in this Agreement, whichever is the sooner of the two.

4. **Reporting.** The RECIPIENT must keep clear and accurate records throughout the performance period so that the progress of the services rendered may be readily evaluated by the Delray Beach Police Department (DBPD) at a mutually agreed upon time. A representative for the RECIPIENT must submit a report of activities and expenditures documented by receipts or other financial proof of expenditure of the program to DBPD within 30 days after the funds have been exhausted or no later than January 31<sup>st</sup>. All awarded funds must be expended by the end of the calendar year in which they were awarded. Failure to provide a report evidencing that the Funds were spent in accordance with this Agreement shall be deemed a breach of this Agreement, requiring the RECIPIENT to reimburse the CITY immediately for the Funds disbursed.

5. **Retention and Audit.** The RECIPIENT agrees to maintain adequate supporting documentation to account for the expenditure of Funds under this Agreement, including financial records, demographic records, description of activities, and other related records for the programming and initiatives. The Funds may only be spent by the RECIPIENT for the purpose(s) described in this Agreement. The RECIPIENT shall provide the report, as indicated above, and any other documentation requested by the CITY to demonstrate to the CITY'S satisfaction, as determined by the Finance Director, that the Funds were spent for the purpose(s) described in this Agreement. Any Funds finally determined as misspent or otherwise not spent as provided for this Agreement shall be immediately returned to the CITY.

6. **Remedies for Non-compliance.** If the RECIPIENT fails to comply with this Agreement, then the CITY shall have the right to take one or more of the following actions:

- a) Recover payments made to the RECIPIENT, including both spent and unspent payments;
- b) Deem the RECIPIENT ineligible to receive future grants from the CITY for a period of up to five (5) years; and
- c) Take any and all other remedies as may be legally permitted.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and shall supersede all prior oral and written agreements as to the funding by the CITY to the RECIPIENT.

8. **Nondiscrimination.** The RECIPIENT agrees that it will not unlawfully discriminate against anyone on the basis of age, race, sex, national origin, creed, religion, handicapped status, or any other protected class in the fulfillment of this Agreement.

9. **Modification.** This Agreement may be amended or modified by written addendum or amendment signed by the parties.

10. **Assignment.** This Agreement may not be assigned without the express written consent of the parties.

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 RECIPIENT.

- (5) If the RECIPIENT 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.

13. **Inspector General.** RECIPIENT 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 RECIPIENT and its subcontractors and lower tier subcontractors. The RECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the RECIPIENT 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.

14. **Fiscal Funding.** The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

15. **Termination.** The City, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to RECIPIENT.

16. **Notice.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

CITY:

City of Delray Beach  
100 N.W. 1st Avenue  
Delray Beach, Florida 33444  
Attn: City Manager

RECIPIENT:

GBDC Entrepreneurship Institute Inc.  
1500 Gateway Blvd, Suite 220  
Boynton Beach, FL 33426  
Attn: Annette Gray

17. **Jurisdiction and Venue.** This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. In any litigation brought to enforce the terms of this Agreement, each party shall bear its own costs and attorney's fees incurred in connection therewith.

18. This Agreement contains the entire understanding between the CITY and RECIPIENT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties.

**[Remainder of page intentionally left blank]**

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement as of the day and year first written above.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

\_\_\_\_\_  
Alexis Givings, City Clerk

By: \_\_\_\_\_  
Thomas F. Carney, Jr., Mayor Date

Approved as to Form:

\_\_\_\_\_  
Lynn Gelin, City Attorney

GBDC ENTREPRENEURSHIP INSTITUTE  
INC.

By: Annette Gray

Print Name: Annette Gray

Title: Founder / President

STATE OF FL  
COUNTY OF Delaware

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of June, 2025, by Annette Gray (name of person), as Founder / President (type of authority) for GBDC ENTREPRENEURSHIP INSTITUTE INC.

Personally known ☐ OR Produced Identification

Type of Identification Produced FLDL

Paul Harris  
Notary Public – State of FL

