

**FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND CREATIVE CITY
COLLABORATIVE OF DELRAY BEACH INC.**

THIS AGREEMENT is made this ____ day of _____, 2025, by and between the **CITY OF DELRAY BEACH**, a Florida Municipal Corporation (hereinafter referred to as the “**City**”), and the **Creative City Collaborative of Delray Beach, Inc.**, a Florida not-for-profit corporation, (hereinafter referred to as the “**Recipient**”).

W I T N E S S E T H:

WHEREAS, the City is desirous of facilitating activities which may contribute positively to the future development of the City, enhance the sense of community for its residents, and further the City’s goals; and

WHEREAS, after receiving and reviewing a funding request from Recipient, attached hereto and incorporated herein as Exhibit A, the City Commission has found and determined that it would be beneficial to the community and a proper public purpose under Chapter 163, Part III, Florida Statutes, to support Recipient’s efforts through a grant of funds contingent upon the terms and conditions hereinafter defined; and

WHEREAS, the City Commission finds that this Agreement serves a municipal and public purpose, is consistent with the City’s Comprehensive Plan and Code of Ordinances 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. **GRANT AMOUNT.** Subject to the terms and conditions herein, and as appropriated as part of the City’s annual budgetary process, the City agrees to provide Recipient with a grant in the amount of Two Hundred and Seventy Five Thousand Dollars (\$275,000) (“Grant Funds”), for the purpose of providing support for the programming outlined in Exhibit A.
3. **TERMS OF FUNDING.**
 - 3.1 City agrees to provide the above-referenced Grant Funds to Recipients under the terms and conditions of this Agreement.
 - 3.2 Recipient agrees that the Grant Funds will be used exclusively for programming costs and expenses as outlined in **Exhibit A**.
 - 3.3 Recipient hereby affirms their understanding that the Grant Funds are being provided to accomplish a concrete public purpose and hereby commits and warrants that it will

only use such Grant Funds in furtherance of the accomplishment of such public purpose.

3.4 Recipient agrees to provide an accounting to the City, 30 days before the termination or expiration of this Agreement, to demonstrate that the Grant Funds were used appropriately to accomplish the described public purpose and consistently with the terms of this Agreement. Recipient shall submit to the City supporting documentation for Grant Fund expenditures which may include, but is not limited to, detailed invoices, agreements, canceled checks, electronic fund transfer confirmations, payroll records and/ or third-party pay stubs. Recipient shall retain all records relating to such expenditures for a period of no less than five (5) years.

3.5 Recipient agrees that it will repay, within sixty (60) days of demand by City, any of the Grant Funds that the City determines, in its sole discretion, were not used to accomplish the public purpose identified in this Agreement.

4. REPRESENTATIONS. As a material consideration in agreeing to provide the Grant Funds, the City has relied upon the following representations of Recipient:

4.1 It has not been convicted of any felony or crime involving dishonesty, fraud, misrepresentation or moral turpitude.

4.2 To the best of its knowledge, there is no action, investigation or proceeding pending against it involving dishonesty, fraud, misrepresentation, moral turpitude or like matters, nor is there any factual basis which is likely to give rise to such an action, investigation or proceeding.

4.3 It will comply with all applicable law and procedures in connection with the expenditure of the Grant Funds including, but not limited to, obtaining all necessary permits and licenses.

4.4 It 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.

5. BOOKS AND RECORDS. Recipient agrees to make all books and records pertaining to the Agreement available to City for inspection, review or audit at all reasonable times upon demand during the term of this Agreement and for five years thereafter.

6. TERM OF AGREEMENT. The effective date of this Agreement is October 1, 2025 and it shall terminate on September 30, 2026. The City reserves the right to terminate this Agreement upon twenty-four (24) hours' notice to Recipient with or without cause. Any Grant Funds not disbursed by Recipient as of the termination of this Agreement shall be returned to the City within sixty (60) days and

shall not be subject to any claim by Recipient. The provisions of Paragraphs 3.2, 3.3, 3.4, 3.5, 5, and 8 shall survive the termination of this Agreement.

7. DESIGNATED REPRESENTATIVES. The names and addresses of the Designated Representatives of the parties in connection with this Agreement are:

City:	City Manager 100 NW 1 st Avenue Delray Beach, FL 33444
Copy to:	City Attorney 200 NW 1 st Avenue Delray Beach, FL 33444
Recipient:	Creative City Collaborative of Delray Beach, Inc. 94 NE 2 nd Avenue Delray Beach, FL 33444

8. MISCELLANEOUS

- 8.1 Recipient acknowledges that the City is not affiliated with or responsible for its activities hereunder or otherwise, and that it shall indemnify and hold harmless the City, its officers and employees from liabilities, damages, losses and costs, including, but not limited to reasonable attorney' s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Recipient and persons employed or utilized by it in the performance of this Agreement.
- 8.2 This Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding arising out of this Agreement shall be in Palm Beach County, Florida. BY ENTERING INTO THIS AGREEMENT, RECIPIENT AND THE CITY EXPRESSLY WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. 7
- 8.3 This Agreement shall constitute the entire agreement of the parties with respect to the subject matter of it. All prior understandings and agreements between the parties with respect to such matters are merged into this Agreement, which alone fully and completely expresses their understanding.
- 8.4 This Agreement may not be amended, modified, altered, or changed in any respect, except by a further agreement in writing duly executed by each of the parties hereto.
- 8.5 Recipient may not assign any rights under this Agreement without the prior written consent of the City, which may be withheld in its sole discretion.

8. 6 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.

8.7.1 **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'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: publicrecordsrequest@mydelraybeach.com.**

8.7.2 Recipient shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, the Library 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 Recipient 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 Recipient.
- (5) If 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.

8.8 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 ~~Library~~ ^{Recipient} and its subrecipients and lower tier subrecipients. Recipient understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Recipient to fully cooperate with the Inspector General when requested may be deemed to be a material breach of this Funding Agreement justifying its termination.

- 8.9 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.
- 8.10 By entering into this Agreement, Recipient acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Recipient 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 subrecipient to provide an affidavit attesting that the subrecipient 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. 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 Recipient, Recipient 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 Recipient.
- 8.11 Pursuant to Section 287.135, Recipient is ineligible to enter into, or renew, this Agreement if Recipient 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.
- (1) By entering into this Agreement, Recipient certifies that Recipient is not on the Scrutinized Companies that Boycott Israel List, and that Recipient is not engaged in a boycott of Israel.
 - (2) Recipient shall notify the City if, at any time during the term of this Agreement, Recipient is placed on the Scrutinized Companies that Boycott Israel List, or that Recipient is engaged in a boycott of Israel. Such notification shall be in writing and provided by Recipient to the City within ten (10) days of the date of such occurrence.
 - (3) In the event the City determines, using credible information available to the public, that Recipient has submitted a false certification or Recipient 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 Recipient, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Recipient.
 - (4) Recipient shall not seek damages, fees, or costs against the City in the event the City terminates the Agreement pursuant to this provision.
- 8.12 Recipient 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. Recipient agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. Recipient's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

- 8.13 Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more or is a grant, Recipient 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. Recipient 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.
- 8.14 Recipient 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.
- 8.15 The name and address of the official payee to whom payments hereunder will be made is: Marjorie Waldo, c/o Creative City Collaborative of Delray Beach.
- 8.16 This Agreement shall not be valid until signed by the City.

[Remainder of Page Intentionally Left Blank]

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Alexis Givings, City Clerk

Thomas F. Carney, Jr., Mayor

Approved as to Form and Legal Sufficiency:

Lynn Gelin, City Attorney

CREATIVE CITY COLLABORATIVE OF
DELRAY BEACH, INC.

By: Marjorie Waldo

Print Name: Marjorie Waldo

Title: President & CEO

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, 2023, by Marjorie Waldo (name of person), as President & CEO (type of authority) for Creative City Collaborative of Delray Beach (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

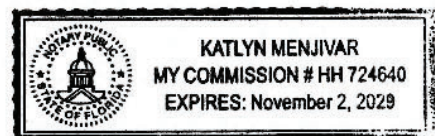


EXHIBIT A

Recipient provides the local community the opportunity and access to arts programming and delivers innovative, diverse, meaningful, and accessible visual and performing arts experience to Delray Beach and the South Florida community. The following fees represent programming expenses, inclusive of staff and fees, related to programming each weekend.

1. Performance Fees: Up to \$200,000
2. Staff/Payroll for the Technical Director, Box Office, Bartenders and House Managers: Up to \$100,000
3. Professional Photography: Up to \$12,000
4. Hotel Fees: Up to \$30,000