

**FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE
DELRAY BEACH HISTORICAL SOCIETY, INC.**

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 **DELRAY BEACH HISTORICAL SOCIETY, INC.**, a Florida not-for-profit corporation, (hereinafter referred to as “**DBHS**”).

WITNESSETH:

WHEREAS, on March 10, 1987, the City Commission of the City of Delray Beach, recognizing the importance of maintaining and preserving significant historic properties in Delray Beach, adopted Ordinance 13-87, which created the Historic Preservation Chapter of the Code of Ordinances; and

WHEREAS, in continuing its commitment to historic preservation, in 2006, the City Commission adopted Ordinance No. 72-06, Individually Designated Historic Structures and Structures in Historic Districts, to recognize, preserve and protect the historical structures and districts located within the City of Delray Beach; and

WHEREAS, the City of Delray Beach, in its Comprehensive Plan, has identified the need to protect the City’s historic resources by requiring adherence to the Historic Preservation chapter of the City’s Code of Ordinances and applicable Land Development Regulations and by requiring neighborhood surveys every five (5) years to identify and evaluate potential historic resources; and

WHEREAS, the City Commission of the City of Delray Beach, Florida, desires to continue developing a plan for the preservation of historical structures and sites through educational programming, record keeping and designation of additional structures and districts within Delray Beach; and

WHEREAS, the Delray Beach Historical Society (“DBHS”) is a Florida not-for-profit corporation which was organized for the purpose of collecting, preserving, cataloging, displaying, and using for educational purposes, material and data pertaining to the history of Florida and of the City of Delray Beach, as now or hereafter constituted. It is the stated goal of DBHS to preserve and perpetuate historic spots and places and to promote public interest in, and further in every way interest in the historic past of Florida and Delray Beach; and

WHEREAS, the CITY desires to provide annual funding to DBHS for five years, subject to annual appropriation, pursuant to the terms and conditions of this Agreement, in order to assist DBHS with activities that further the City’s goals with respect to historic preservation; and

WHEREAS, the CITY 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. 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 DBHS funding in the amount of \$100,000.00. For the subsequent funding years covered by the Agreement, the CITY shall provide funding to DBHS, on an annual basis, in an amount not to exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) per year ("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. Of the Funding Amount, Fifty Thousand Dollars (\$50,000.00) must be used to provide an archivist as defined in Section 4 of the Performance Standards attached hereto as Exhibit "A". The other Fifty Thousand Dollars (\$50,000.00) is to be used by DBHS to provide programming services that support the mission of DBHS in accordance with Exhibit "A".

4. Within One Hundred and Eighty Days after execution of this agreement, DBHS shall submit the following reports to the CITY in a form reasonably acceptable to the CITY, and which shall confirm that the DBHS has operated and shall continue to operate in such a manner as to meet the Performance Standards described in Exhibit "A":

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

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

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

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

5. No later than August 1st, DBHS shall also 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 DBHS during the preceding fiscal year; (b) the number of persons who

participated in activities and programs held by DBHS during the preceding fiscal year; and (c) a written statement signed by DBHS which sets forth its status on meeting the Performance Standards, and which of such Performance Standards were not met, all with appropriate explanation.

6. DBHS 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 DBHS programs in the future.

7. DBHS recognizes that payments under this Agreement are made with public funds, including tax dollars. Accordingly, DBHS 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. DBHS 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. DBHS 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. DBHS 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 DBHS agree that DBHS shall at all times act as an independent contractor in the performance of its duties under this Agreement. Accordingly, DBHS shall be responsible for the payment of all taxes including Federal and State taxes arising out of DBHS'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 DBHS 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 the DBHS of such deficiency(ies), and DBHS shall have fourteen (14) days from receipt of the notice to cure the deficiency(ies) to the satisfaction of the CITY. Should the DBHS 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 DBHS.

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

14. DBHS 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

DBHS: Winnie Edwards
Delray Beach Historical Society
3 Northeast 1st Street
Delray Beach, FL 33444

17. IF DBHS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DBHS 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) DBHS shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, DBHS 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 DBHS 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 DBHS.
- (v) If DBHS 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. DBHS 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 DBHS and its subcontractors and lower tier subcontractors. DBHS understands and agrees that in addition to all other remedies and consequences provided by law, the failure of DBHS 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 Funding 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 DBHS.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Delray Beach Historical Society, Inc. 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 Gerin
Lynn Gerin, City Attorney

ATTEST:

Phoebe Elder
Print Name: Phoebe Elder
Operations Manager

(SEAL)

DELRAY BEACH HISTORICAL SOCIETY, INC.

By: Winnie Edwards
Print Name: Winnie Edwards
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 4th day of November, 2021 by Winnifred Edwards (name of person), as Exec. Director (type of authority) for Delray Beach Historical Soc. (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____



Kirstin L. San Giovanni
Notary Public – State of Florida

EXHIBIT "A"
Performance Standards

1. DBHS shall manage and operate the historical resources located at 3 NE 1st Street, Delray Beach, Florida, including, but not limited to Cason Cottage, The 1926 Florida Bungalow, and the Ethel Sterling Williams History Learning Center & Archives in a manner that furthers the goals of the City with respect to historic preservation.

2. DBHS shall keep and maintain the Ethel Sterling Williams History Learning Center & Archive Building open to the public on a regular, year-round basis in accordance with the Tri-Party Agreement between the CITY, DBHS, and Palm Beach County, attached as Exhibit "B" of this Agreement.

3. DBHS shall archive acceptable materials in accordance with the DBHS Acquisitions Policy, attached as Exhibit "C" of this Agreement and store said archives using professional and industry standard preservation and conservation materials to ensure sustainability.

4. DBHS shall provide an archivist responsible for fulfilling research requests and receiving donated items for the purpose of expanding the archival collection of the DBHS.

5. DBHS shall produce a minimum of one major exhibit per year, accompanied by an educational component such as lectures, workshops or auxiliary events and two smaller off-site exhibits per year.

6. DBHS shall provide tours and educational programming to visitors and students with a programmatic emphasis toward community groups and underserved populations who would not otherwise be able to participate in the programs. DBHS shall endeavor to serve at least 3,500 visitors per year.

RESOLUTION NO. 164-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE DELRAY BEACH HISTORICAL SOCIETY, INC. TO PROVIDE FUNDING TO SUPPORT ITS PROGRAMMING AND TO FUND AN ARCHIVIST POSITION; 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 the Delray Beach Historical Society, Inc.; 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.

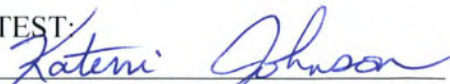
Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Agreement between the City and the Delray Beach Historical Society, Inc., which is attached as Exhibit "A".

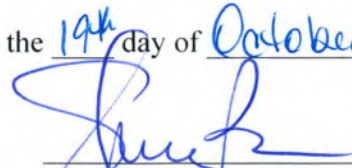
Section 3. The City Commission authorizes the City Manager to execute any amendments and/or renewals thereto and to take any and all actions necessary to effectuate this agreement.

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

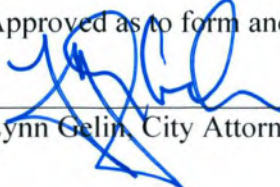
PASSED AND ADOPTED in regular session on the 19th day of October, 2021.

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 Delray Beach Historical Society

Department: City Manager's Office

Contact person: Duncan Tavarres

City Manager approval

City Commission approval

Reviewed by Purchasing

Agenda item #:

Agenda meeting date:

Resolution #: 164-21

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	\$500,000.00
Fees: Per Fiscal Year	\$100,000.00

Other Issues:

Comments

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	
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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 THE DELRAY
BEACH HISTORICAL SOCIETY, INC.**

CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO
THE FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE
DELRAY BEACH HISTORICAL SOCIETY, INC.

THIS AMENDMENT NO. 1 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 the Delray Beach Historical Society, Inc. (hereinafter “DBHS”) an Illinois corporation, authorized to do business in the State of Florida, is entered into this ____ day of _____, 2023.

WITNESSETH:

WHEREAS, on October 19, 2021, the City entered into an agreement with DBHS to provide annual funding to the (hereinafter referred to as the “Agreement”); and

WHEREAS, the City desires to amend the Agreement to add additional funding to reimburse DBHS for tree maintenance that was performed on the DBHS property; and

WHEREAS, the parties seek to amend the Agreement to include reimbursement to DBHS for its payment of the invoice attached hereto; and

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 for reimbursement to DBHS in the amount of \$1,600.00 for the tree maintenance that was performed on January 11, 2023, in accordance with the invoice attached hereto as Exhibit “A”.
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.

[Remainder of page intentionally left blank]

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:

DELRAY BEACH HISTORICAL SOCIETY

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. 2

TO

FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE DELRAY
BEACH HISTORICAL SOCIETY, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 2 TO
THE FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE
DELRAY BEACH HISTORICAL SOCIETY, 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 The Delray Beach Historical Society, Inc. (hereinafter "DBHS") a Florida not-for-profit corporation, is entered into this 18 day of _____, 2026.

February

WITNESSETH:

WHEREAS, on October 19, 2021, the City entered into an agreement with DBHS to provide annual funding (hereinafter referred to as the "Agreement") in the amount of \$100,000.00 per year; and

WHEREAS, on September 14, 2023, Amendment 1 to the Agreement was approved to add additional funding in the amount of \$1,600 to reimburse DBHS for tree maintenance that was performed on the DBHS property; and

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

WHEREAS, during its budget meeting for Fiscal 2025-2026, the City Commission approved a total funding of \$200,000.00 to DBHS for continued education, preservation, and archival services; 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 \$200,000.00 from City to DBHS for City's Fiscal year 2025-2026.
3. The following paragraphs are added to the Agreement:
 - i. Pursuant to Section 287.135, DBHS is ineligible to enter into, or renew, this Agreement if DBHS 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, DBHS certifies that DBHS is not on the Scrutinized Companies that Boycott Israel List, and that DBHS is not engaged in a boycott of Israel.
 - b. DBHS shall notify the City if, at any time during the term of this Agreement, DBHS is placed on the Scrutinized Companies that Boycott Israel List, or that DBHS is engaged in a boycott of Israel. Such notification shall be in writing and provided by DBHS 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 DBHS has submitted a false certification or DBHS 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 DBHS, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against DBHS.
 - d. DBHS 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, DBHS 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. DBHS 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, DBHS 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, DBHS 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. DBHS 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. DBHS agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. DBHS obligations under this Section shall survive termination, cancellation or expiration of this Agreement.
- vi. DBHS 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 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:

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)

THE DELRAY BEACH HISTORICAL SOCIETY, INC.

By: Winnie Edwards

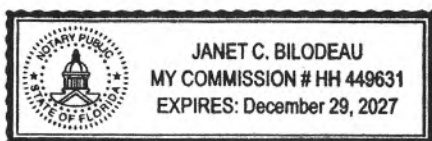
Print Name: Winnie Edwards

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 9 day of February, 2026 by Winnie Edwards (name of person), as Executive Director (type of authority) for Delray Beach Historical Society, Inc. (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification _____
Type of Identification Produced _____



Janet C. Bilodeau
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: 2/10/26

Description of Request: Funding Agreement

Department Leave Form Check Request Form Acquisition Approval
Budget Transfer Grant Item Memorandum Service Authorization Approval
 Other (Please Specify) Historical Society

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: CITY OF DELRAY BEACH AMENDMENT NO. 2 TO THE FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND THE DELRAY BEACH HISTORICAL SOCIETY, INC.

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)