

**FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND
COMMUNITY CHILD CARE CENTER OF DELRAY BEACH, INC.
FOR OUT-OF-SCHOOL SERVICES PROGRAMS
AT PINE GROVE ELEMENTARY AND VILLAGE ACADEMY**

THIS AGREEMENT ("Agreement") is made on this 7th day of December, 2021, by and between the **CITY OF DELRAY BEACH** ("CITY"), and **COMMUNITY CHILD CARE CENTER OF DELRAY BEACH, INC.**, a Florida not-for-profit corporation d/b/a **ACHIEVEMENT CENTERS FOR CHILDREN AND FAMILIES** ("ACCF").

WITNESSETH:

WHEREAS, contemporaneous with this Agreement, the CITY has approved an agreement ("Tripartite Agreement") between the School Board of Palm Beach County, Florida, the CITY, and ACCF to provide for the funding of and operation of programs at Pine Grove Elementary and Village Academy; and

WHEREAS, Section 2.03 of the Tripartite Agreement addresses funding for the services and states that the CITY shall provide funds for ACCF as outlined in a funding agreement between the CITY and ACCF; and

WHEREAS, the CITY and ACCF wish to enter this Agreement to memorialize the CITY's desire to provide funding to ACCF; and

WHEREAS, the School Board of Palm Beach County, Florida has advised that it does not object to the parties entering into this Agreement.

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

1. The recitals set forth above are incorporated herein.
2. The term of this Agreement shall commence upon execution by both parties. The Agreement shall continue in full force and effect until September 30, 2026.

3. The CITY shall provide funding to ACCF on an annual basis in an amount not to exceed Sixty Two Thousand dollars (\$62,000.00) per year for the term of this Agreement for the express purpose of supporting the programs more specifically detailed in the “Agreement between the School Board of Palm Beach County, Florida, the City of Delray Beach, Florida, and Community Child Care Center of Delray Beach, Inc. for Funding and Operation of Programs at Pine Grove Elementary and Village Academy”, attached hereto as Exhibit “A”. Each subsequent year of this Agreement and prior to the adoption of the City’s budget, a workshop with the City Commission will be scheduled to discuss funding requests for the upcoming fiscal year. Payment of the annual amount for the initial year shall be made within 90 days of execution of this Agreement. Payment of the funding amount for subsequent years shall be made in accordance with Paragraph 5.

4. Within One Hundred and Eighty Days after execution of this Agreement, ACCF shall submit the following reports to the CITY in a form reasonably acceptable to the CITY, and which shall confirm that ACCF has operated and shall continue to operate in such a manner as to support the programs described in Exhibit “A”:

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

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

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

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

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

6. ACCF acknowledges that failure to timely provide 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 ACCF programs in the future.

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

8. ACCF hereby gives the City, through any authorized representative, upon reasonable notice, access to and the right to examine all records, books, papers, or documents relating to the funding provided pursuant to this Agreement. ACCF hereby agrees to maintain

books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. ACCF hereby agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such monies in full to the CITY, or if this Agreement is still in force, any subsequent request for payment shall be withheld by the CITY.

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

10. If the CITY determines, in its sole and absolute discretion, that ACCF is not supporting the programs outlined in Exhibit "A" or is otherwise not furthering the CITY's goals, policies, and objectives with respect to historic preservation, the CITY shall provide written notice to ACCF of such deficiency(ies), and ACCF shall have fourteen (14) days from receipt of the notice to cure the deficiency(ies) to the satisfaction of the CITY. Should ACCF fail to cure such deficiency(ies) to the satisfaction of the CITY, the CITY has the right to terminate the Agreement immediately after delivery of written notice to ACCF.

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

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

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

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

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

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

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

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

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

17. IF ACCF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ACCF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE.,

**DELRAY BEACH, FLORIDA, (561) 243-7050, E-MAIL:
CITYCLERK@MYDELRAYBEACH.COM.**

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

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

18. ACCF is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from the ACCF and its subcontractors and lower tier subcontractors. ACCF understands and agrees that in addition to all other remedies and consequences provided by law, the failure of ACCF or its subcontractor or

lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement justifying its termination.

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

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

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

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

23. By entering into this Agreement ACCF acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." ACCF affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by ACCF, ACCF may be

prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the ACCF.

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

25. The ACCF, shall at all times hereafter indemnify, hold harmless, and at the CITY Attorney's option, defend or pay for an attorney selected by the CITY Attorney to defend the CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, the ACCF, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement or Exhibit A including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CITY by reason of any such claim, cause of action, or demand, the ACCF shall, upon written notice from the CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to the CITY or, at the CITY's option, pay for an attorney selected by the CITY Attorney to defend the CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. Nothing

contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time.

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

(Remainder of page intentionally left blank)

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

ATTEST:

Katerri Johnson
Katerri Johnson, City Clerk

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

Approved as to Form:
Lynn Gelin
Lynn Gelin, City Attorney

COMMUNITY CHILD CARE CENTER OF DELRAY BEACH, INC. d/b/a ACHIEVEMENT CENTER FOR CHILDREN & FAMILIES, a Florida not-for-profit corporation.

By: Stephanie Seibel
Stephanie Seibel
(print name and 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 6th day of December, 2021 by Stephanie Seibel (name of person), as CEO (type of authority) for Community Child Care Center of Delray Beach, Inc (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____

Sandra M. Simmons
Notary Public - State of Florida

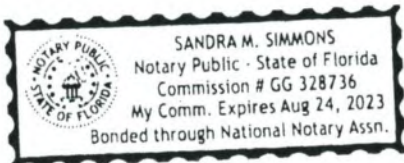


Exhibit A
(Exchange for fully executed
Copy upon Signature by City)
**AGREEMENT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA,
THE CITY OF DELRAY BEACH, FLORIDA,
AND COMMUNITY CHILD CARE CENTER OF DELRAY BEACH, INC.
FOR FUNDING AND OPERATION OF PROGRAMS
AT PINE GROVE ELEMENTARY AND VILLAGE ACADEMY**

THIS AGREEMENT is made and entered into this 22nd day of September, 2021, by and between **COMMUNITY CHILD CARE CENTER OF DELRAY BEACH, INC.**, a Florida not-for-profit corporation d/b/a **ACHIEVEMENT CENTERS FOR CHILDREN & FAMILIES** (hereinafter referred to as "Achievement Centers") and the **SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA** a corporate body politic pursuant to the Constitution of the State of Florida (hereinafter referred to as "School Board"), and the **CITY OF DELRAY BEACH**, a Florida municipal corporation (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, School Board owns and operates **Pine Grove Elementary and Village Academy** currently located in **Delray Beach, FL (the "School")**; and

WHEREAS, the parties desire to enter into this Agreement to provide for funding of and shared use of the facilities for in order to make the most efficient use of community resources by enabling cooperation between **School Board, the City, and Achievement Centers** in order to harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and to positively impact student achievement of the students at these schools as referenced in Attachment A - Delray Beach Community Solutions Action Plan; and

WHEREAS, the parties support collaborative initiatives between the **School Board, the City and Achievement Centers** to provide additional academic, developmental, social, and cultural opportunities for children; and

WHEREAS, the **City and Achievement Centers** which have a "partnership" role with the School; and

WHEREAS, the **School Board, the City and Achievement Centers** desire that this Agreement set forth the basic framework under which **Achievement Centers** may utilize Board facilities; and

WHEREAS, the **School Board, the City and Achievement Centers** recognize the benefits to be derived by utilizing each other's facilities thereby minimizing the duplication of facilities; and

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants herein set forth, the parties hereby agree as follows:

ARTICLE 1: GENERAL

Section 1.01 Foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Agreement is to provide for the funding of and shared use of the facilities for strategic programs at the School focused on facilitation of student academic achievement at targeted elementary schools located in Delray Beach, FL.

Section 1.03 Definitions. The defined terms as used in this Agreement shall have the following meanings:

A. "Board Facilities" and/or "Board Facility" shall mean Pine Grove Elementary School and Village Academy located in **Delray Beach, FL**, which are owned and/or operated by the **School Board** that are made available for public use by the **School Board** and/are used primarily for the delivery of academic, recreational, educational and community based activities, excluding facilities that are leased, licensed, or under the contractual control of others. The terms "Board Facilities" and/or "Board Facility" shall include, but shall not be limited to: classrooms, the cafeteria, athletic fields, playgrounds, or any other space mutually agreed upon between **the City** and **Achievement Centers** and the School principal.

B. "Priority of Use" shall mean the priority of uses when there are conflicting requests for the use of a Board Facility.

1. **School Board** activities and programs or **School Board** Facility lease agreements;
2. County activities and programs pursuant to a Mutual Use Interlocal Agreement between the Board and Palm Beach County;
3. Municipal activities and programs pursuant to a Mutual Use Interlocal Agreement between the School Board and the municipality in which the School is located; and
4. Programs conducted by **Achievement Centers** pursuant to this Agreement.

The parties shall designate to each other a person to be contacted regarding scheduling the use of any Board Facilities.

C. "Programs" shall mean programs during the school year and throughout school breaks as more particularly described in Exhibits "A", "B", and "C" attached hereto and made a part hereof.

ARTICLE 2: FUNDING

Section 2.01 Achievement Centers and the City shall provide funding for such expenses including, but not limited to: a certified teacher, books, consumable materials for arts and crafts, or other appropriate expenses necessary to operate Programs specific to the needs of the school population. The **School Board, the City** and **Achievement Centers** shall be authorized to seek grants, funding gifts, and other funds in order to fund the Programs implemented from sources other than the funding provided by **Achievement Centers and the City**. There shall be no requirement for additional funding or continued funding after the dates designated in this agreement.

Section 2.02 The City and Achievement Centers shall provide funding for the operation of Programs each year as follows:

A. Funding costs include in-kind services of donated staff time and other resources made available by **The City and Achievement Centers**.

B. **Achievement Centers** will additionally pay to each School, the annual amount of fifteen thousand dollars (\$15,000) for support of the school and programs impacted by the presence of **Achievement Centers** at the School. Payments shall be made **monthly**, in advance, and paid directly to the School not later than the fifth day of each month. Payments equal thirty thousand dollars (\$30,000) combining payments to both schools.

Section 2.03 The City shall pay Achievement Centers funds as outlined in a funding agreement between The City and Achievement Centers as they become available and are approved by the City Commission each year.

Section 2.04 **Achievement Centers** additional funding information is detailed in Exhibit "D" of this agreement - ACHIEVEMENT CENTERS FOUNDATION FUNDING.

ARTICLE 3: OWNERSHIP

Section 3.01 The Board Facilities shall remain in the ownership of the **School Board** and subject to all terms and conditions imposed herein subject to **School Board** Policy and Florida Statutes and Department of Education rules.

ARTICLE 4: USE OF PROPERTIES

Section 4.01 Use of Board Facilities/Program.

A. The **School Board** agrees to make Board Facilities, including, Wi-Fi internet service at the School available for use by **Achievement Centers** for the Programs as set forth herein:

1. During the school year: Five (5) days a week, Monday – Friday after school hours until 7:00 PM for extended day after school care offered to VPK– 12th grade as more particularly described in Exhibit "A".

2. During the summer: Five (5) days a week, Monday – Friday for a total of ten (10) hours a day, from 7:30 AM until 5:30 PM for the period between the end of the school year in June and the beginning of the school year in August for summer camp, as more particularly described in Exhibit "A".

3. The Board Facilities will be available for programming on early release, teacher planning days, Spring Break, Martin Luther King Day, Memorial Day, Labor Day, Thanksgiving and the day after and the first week of winter break in December. The Board Facilities will be closed and not available for the Out-of-School Services Programs on all other school holidays, for the entire week of the Winter Break

(traditionally beginning on the Saturday prior to Christmas and extending through the Sunday following New Year's), and during the summer for the July 4 holiday.

4. Requests by **Achievement Centers** for use of the Board Facilities for special events outside the times/dates set forth herein may be permitted in the discretion of the School Principal with the prior written approval of the Board's Chief of Support Operations.

The Board Facilities shall be made available to **the City or to Achievement Centers** according to the Priority of Use at no cost or expense to **the City or to Achievement Centers** except as provided for in this Agreement. **Achievement Centers** use of Board Facilities shall be subject to and in accordance with:

1. The terms and conditions of this Agreement;
2. The **School Board's** rules, regulations and policies governing the use of Board Facilities;
3. All applicable local, state, and federal laws.

C. The School Principal shall work collaboratively with the **Achievement Centers and the City** regarding approved curriculum and programming to be provided by **Achievement Centers**. The School Principal shall have final approval authority and responsibility for his/her campus and shall coordinate scheduling the use of the designated Board Facility with **Achievement Centers** CEO. Programs implemented by **Achievement Centers** shall be consistent with the goals and mission of the **School Board** and with goals and standards aligned to quality academic, recreational, and family strengthening programs in Palm Beach County.

D. The manufacture, distribution, dispensation, possession, consumption or use of alcohol, tobacco products of any kind (including electronic cigarettes or any kind) or controlled substances on School Board-owned property is strictly prohibited and violation of this provision shall be a material breach of this Agreement.

E. **Achievement Centers** shall include the following disclaimer in a prominent place on all websites and advertising materials and provide copies of the website pages and all advertising materials that **Achievement Centers** produces or distributes to the Principal:

"Achievement Centers and The City of Delray Beach is not affiliated with or endorsed by the School Board of Palm Beach County or [School] and the events/activities hosted by **Achievement Centers** on **Pine Grove Elementary and Village Academy** premises pursuant to a cooperative agreement shall not be construed as being conducted, funded, hosted, or sponsored by the School Board or **Pine Grove Elementary and Village Academy** on behalf of **Achievement Centers**. The School Board and **Pine Grove Elementary and Village Academy** undertake no responsibility for supervising or monitoring **Achievement Centers** programs/events/activities and will not be liable for any and all actions of **Achievement Centers** on Pine Grove Elementary and Village Academy's premises."

F. **Achievement Centers** shall comply with all federal, state and local laws, regulations and rules, including but not limited to, grant requirements applicable to **Achievement Centers and the City's** eligibility for funding and grants.

G. **Achievement Centers**, at its sole cost and expense, shall be responsible for providing all accommodations and services required or necessary for any special education children participating in **Achievement Centers** programs/events/activities.

Section 4.02 Manner of Use; Cleanup.

Achievement Centers agrees to utilize the Board Facilities in the manner, and to the extent and degree intended for the particular Board Facility and further agrees to leave the Board Facility in a clean and orderly condition upon leaving the Board Facility each day.

Section 4.03 Vandalism or Other Damage to Board Facilities When in Use Pursuant to this Agreement.

Achievement Centers agrees to be responsible for vandalism or other damage occurring to the Board's Facilities during the periods the Board's Facilities are used by **Achievement Centers**. The **School Board** shall cause such repairs to be made as necessary to correct the damage to the Board Facilities in an expeditious and timely manner and submit an itemized invoice to **Achievement Centers** for damages incurred during **Achievement Centers** use of the Board Facilities. All invoices for damage repairs shall be paid by **Achievement Centers** within sixty (60) days of receipt of the invoice for the damages.

ARTICLE 5: CUSTODIAL SERVICES/MAINTENANCE

Section 5.01 **School Board** shall be responsible for custodial and security services at all Board Facilities, with such services to be performed by Board or Board's designee when board facilities are open according to the school district calendar.

Section 5.02 The parties acknowledge and agree that **School Board** may close Board Facilities in order to perform maintenance or repairs to the Board Facility as necessary with as much notice as practicable to **Achievement Centers**.

Section 5.03 **Achievement Centers** shall be charged for custodial services provided by The School District of Palm Beach County (SDPBC) for all non-student attendance days, as indicated on the School District of Palm Beach County School Calendar, in which the Achievement Centers uses SDPBC facilities. The labor charges will align with the SEIU/FPSU Regular and Supervisory Collective Bargaining Agreement for time worked outside the custodians regular duty hours. The custodial staff will be responsible for opening and closing the building and cleaning the areas used by the organization during the hours of operation on these dates. Any damage done to the premises during this time will be reported to the school's administration and Achievement Centers will be assessed for such damages. Achievement Centers will keep the premises in as good condition as when received.

ARTICLE 6: ACCESS AND SITE SECURITY

Achievement Centers will be responsible for securing Board Facilities after each use.

ARTICLE 7: LIABILITY/INSURANCE

Section 7.01 **Achievement Centers** shall, in addition to any other obligation to indemnify the **School Board** and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the **School Board**, their respective agents, officers, elected officials and

employees from and against all claims, actions, liabilities, losses, (including economic losses), and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of or claimed to have resulted in whole or in part from any actual or alleged act or omission of **Achievement Centers**, or anyone directly or indirectly employed by **Achievement Centers**, or of anyone for whose acts **Achievement Centers** may be liable; or violation of law, statute, ordinance, governmental administration order, rule, regulation or provision of this Agreement. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for **Achievement Centers** under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the **School Board** to enforce this Agreement shall be borne by **Achievement Centers**. **Achievement Centers** recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the **School Board** in support of this indemnification in accordance with the laws of the State of Florida. **Achievement Centers** acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledges that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of a **School Board** employee acting within the scope of the employee's office or employment. **School Board** agrees to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of its employees. The parties acknowledge that foregoing shall not constitute an agreement by the **School Board** to indemnify **Achievement Centers** nor a waiver of sovereign immunity, nor a waiver of any defense the **School Board** may have under such statute, nor as consent to be sued by third parties. This article will survive the termination of this Agreement.

Section 7.02 Achievement Centers shall carry the following insurance coverages as stated below. The School Board shall be named as an additional insured. **Achievement Centers** shall provide the Certificate(s) of Insurance for required coverage within seven days of the date of request by the Benefits & Risk Management Department but in any respect at least 30 days prior to the commencement of any Term. Such Certificates shall provide written notice to the School Board and **Achievement Centers** thirty days prior to any cancellation of any insurance policy. Receipt of such notice shall be considered grounds for termination of this Agreement. In no event shall the limits of said insurance policies be considered as limiting the liability of **Achievement Centers**, its contractors and subcontractors under this Agreement.

A. Workers' Compensation - insurance coverage in accordance to and in compliance with Chapter 440, Florida Statutes.

Employers' Liability – insurance coverage with limits as follows:

- a) \$ 500,000 Bodily Injury by Accident for each accident
- b) \$ 500,000 Bodily Injury by Disease, policy limit
- c) \$ 500,000 Bodily Injury by Disease, each employee

Achievement Centers waives all rights against the School Board and its agents, officers, directors and employees for recovery of claims for bodily injury to the extent these injuries are covered by the workers' compensation and Employers' Liability Insurance.

B. Business Automobile liability shall be required with limits of at least; One Million Dollars (\$1,000,000.00) per occurrence for both bodily injury and property damage Combined Single Limit for owned, hired and non-owned automobiles, with the School Board of Palm Beach County as the additional insured on the policy. Business auto coverage shall be written on the most recent form of ISO form CA 00 01 or a substitute providing equivalent liability coverage.

Achievement Centers waives all rights against School Board and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto insurance maintained.

C. Commercial General Liability Insurance - **Achievement Centers** shall purchase and maintain commercial general liability (CGL) insurance including contractual liability and products and completed operations insurance and shall be written on the most recent form of CG 00 01 04/13. The School Board must be named as an additional insured under the CGL using ISO Additional Insured Endorsement CG 20 10 04/13 and CG 20 37 4/13 or their equivalent, providing additional insured coverage for both premises/operations and completed operations. This insurance including insurance provided under a commercial umbrella, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by the School Board utilizing ISO Form CG 20 01 04/13 or its equivalent.

Coverage shall be for bodily and personal injury and property damages. Limits of liability shall be set at One Million Dollars (\$1,000,000.00) per occurrence. CGL insurance shall contain a general aggregate limit of Two Million Dollars (\$2,000,000.00).

Achievement Centers waives all rights against School Board and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the CGL insurance maintained.

D. Professional Liability Insurance – **Achievement Centers** shall procure and maintain Professional Liability Insurance for the life of this contract, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$10,000. The deductible shall be the responsibility of **Achievement Centers**.

E. Participant Accident Coverage - **Achievement Centers** shall procure and maintain during the Term of this Agreement Participant Accident Coverage in the minimum amount of \$25,000 per participant in the designated Program.

ARTICLE 8: DISPUTE RESOLUTION

Section 8.01 In the event an issue arises which cannot be resolved between the parties regarding the use or availability of a Board Facility or the implementation, supervision, or conduct of the Program, the dispute shall be referred to the **School Board's** Superintendent, the CEO of **Achievement Centers** and the **City Attorney** or their respective designees, who shall all make a good faith effort to resolve the dispute.

ARTICLE 9: RELOCATION OF PROGRAMS AND SERVICES

The School Board reserves the right to remove or relocate the Programs to another site, if convenient, in the reasonable discretion of the **School Board**.

ARTICLE 10: LICENSE

Notwithstanding any provision of this Agreement to the contrary, the use of the Board Facilities or the delivery of services or programs by **Achievement Centers** shall only amount to a license to use the Board Facilities on a non-exclusive basis, which license shall be revocable by the party licensing the use for any reason whatsoever. The parties agree that nothing in this Agreement shall be construed as granting either **Achievement Centers** any title, interest, or estate in the Board Facilities.

ARTICLE 11: DEFAULT

The parties agree that, in the event any party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.

ARTICLE 12: TERMINATION

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by any party: (i) without cause upon ninety (90) days prior written notice to the other parties or (ii) with cause upon the expiration of the thirty (30) day cure period provided for in Article 11 above.

ARTICLE 13: ANNUAL APPROPRIATION

Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years, including the solicitation and acquisition of grants and/or gifts.

ARTICLE 14: NOTICES

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

With Copies to:

Shauntay King., Principal
Pine Grove Elementary
400 S.W. 10th Street
Delray Beach, FL 33444

Latoya Dixon, Principal
Village Academy
400 SW 12th Avenue
Delray Beach, FL 33444

Peter Licata, Region Superintendent
1790 N.W. Spanish River Boulevard
Boca Raton, FL 33431

Kiwana Howell, Director
Extended Learning (Afterschool Programming)
4260 Westgate Ave., P-8
West Palm Beach, FL 33409

If to City:

Terrence R. Moore, City Manager
City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444

If to Achievement Centers for Children & Families:

Stephanie Seibel, Chief Executive Officer
555 NW 4th Street
Delray Beach, FL 33444

Any party may, from time to time, change the address to which notice under this Agreement shall be given to such party, upon prior written notice to the other parties.

ARTICLE 15: GOVERNING LAW AND VENUE

This Agreement shall be construed and governed by the laws of the State of Florida. The parties agree that any controversies or legal disputes arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida.

ARTICLE 16: EQUAL OPPORTUNITY PROVISION

The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation or gender, gender identify or expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

ARTICLE 17: CAPTIONS

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

ARTICLE 18: SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

ARTICLE 19: ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.

ARTICLE 20: INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 21: AMENDMENT

Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto.

ARTICLE 22: WAIVER

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

ARTICLE 23: CONSTRUCTION

No single party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other parties based upon who drafted it.

ARTICLE 24: NO THIRD PARTY BENEFICIARIES

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

ARTICLE 25: EFFECTIVE DATE/TERM

This Agreement shall become effective when signed by each of the parties, approved the **School Board, the City and Achievement Centers** and filed with the Board Secretary for the School District of Palm Beach County. The term of this Agreement shall be for a period beginning October 1, 2021 and ending on September 30, 2025. This Agreement may be renewed and extended for additional periods of time by agreement of the parties.

ARTICLE 26: ACCEPTANCE OF FACILITIES

The **School Board** shall not be required to make any improvements or repairs to the Board Facilities as a condition of use of the Board Facilities by **Achievement Centers**. **Achievement Centers** shall accept the Board Facilities in their "As is", "Where is" condition. The parties acknowledge and agree that neither **School Board** has made any warranties or representations to the other parties regarding the Board Facilities, including, but not limited

to, any representations or warranties regarding the suitability of the Board Facilities for use by **Achievement Centers**.

ARTICLE 27: BACKGROUND SCREENING REQUIREMENTS

All **Achievement Centers** employees who are permitted access to the Board's Facilities when students are present, who have direct contact with students, or who have access to or control of school funds must undergo level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in Section 1012.32, Florida Statutes. **Achievement Centers** shall insure that all **Achievement Centers** employees submit to a background check, including fingerprinting by the **School Board's** Police Department or State of Florida Department of Health, at the sole cost of **Achievement Centers**. No **Achievement Centers** employee shall be permitted access to the Board's Facilities when students are present, to have direct contact with students or to have access to or control of school funds until he or she receives notice of clearance by the **School Board** or State of Florida Department of Health. Neither the **School Board**, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of any **Achievement Centers** employee (or discontinuation of the **Achievement Centers** employee's services) on the basis of these compliance obligations. **Achievement Centers** agrees that no **Achievement Centers** employee who meets the above conditions and who has been convicted or who is currently under investigation for a crime delineated in Section 435.04, Florida Statutes, will be permitted access to the Board's Facilities when students are present, who have direct contact with students or who have access to or control of school funds.

ARTICLE 28: NO AGENCY RELATIONSHIP

No person employed by any party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of any other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

ARTICLE 29: INSPECTOR GENERAL

Achievement Centers agrees and understands that the School District's Office of Inspector General ("Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by **Achievement Centers** with regard to the Agreement. **Achievement Centers** employees, vendors, officers and agents shall furnish the Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to the Agreement. Furthermore, **Achievement Centers** understands, acknowledges and agrees to abide by School Board Policy 1.092.

ARTICLE 30: PUBLIC RECORDS

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

Pursuant to §119.0701, F.S., the **Achievement Centers** shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- (e) IF ACHIEVEMENT CENTERS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406
- (f) If **Achievement Centers** does not comply with this section, the **School Board** shall enforce the contract provisions in accordance with the contract and state laws may unilaterally cancel.

ARTICLE 31: WAIVER OF JURY TRIAL

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 32: FORCE MAJEURE

No party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of any party,

and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of any party be deemed Force Majeure.

ARTICLE 33: LIENS

The **School Board's** interest in the Board Facilities shall not be subject to liens arising from **Achievement Centers** use of the Board Facilities, or exercise of the rights granted hereunder. **Achievement Centers** shall promptly cause any lien imposed against the Board Facilities relating to any matter related to this Agreement to be discharged or transferred to bond.

ARTICLE 34: SURVIVAL

Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive.

ARTICLE 35: ASSIGNMENT

Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by **Achievement Centers** without the prior written consent of the **School Board**. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments.

ARTICLE 36: AUTHORITY

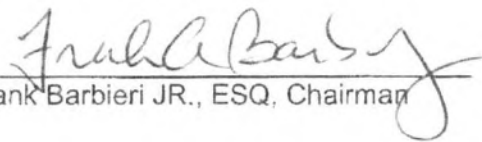
Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

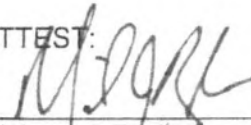
REMAINDER OF THIS PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

By: 
Peter Licata, Regional Superintendent

**SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA**

By: 
Frank Barbieri JR., ESQ, Chairman

ATTEST: 
Michael J. Burke
Superintendent

Approved as to Form
and Legal Sufficiency:

Kimberly Hall 8/31/2021
Office of General Counsel

City of Delray Beach, Attorney

ATTEST:

City of Delray Beach

By: _____
Shelly Petrolia, Mayor, City of Delray Beach

Achievement Centers for Children & Families,
a Florida not-for-profit corporation

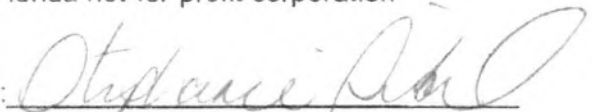
By: 
Stephanie Seibel, Executive Officer

EXHIBIT "A"

Achievement Centers for Children & Families (ACCF) will provide programming and services for the benefit of students at Pine Grove Elementary & Village Academy, including, but not limited to:

1. **Afterschool Programming** following school dismissal until 6:30 PM.
2. **Summer Camp** beginning after the end of the school year in June and operating throughout the summer from 7 30 AM to 5:30 PM, Monday through Friday.
3. Expanded **learning opportunities** programming, provided through Prime Time, PBC.
4. **Homework assistance** and academic support aligned to the principal's academic instructional goals for the school.
5. **Educational enhancement** that include curriculum developed by ACCF staff, as well as utilization of the district's curriculum and resources. Under the direction of the ACCF Curriculum Specialist, themed-based curriculum is developed on a monthly basis using a project based learning approach. The following is a list of curriculum/program enhancements that take place in ACCF out of school programs:
 - ACCF STEM curriculum
 - ACCF Multicultural Diversity curriculum
 - ACCF Physical Education curriculum
 - ACCF Art curriculum
 - Peer mentoring program focused on reading literacy
 - Employability Skills Training Program (high school teen program)
 - Youth Leadership Council
 - Participation in Palm Beach County spelling bee (summer camp)
 - Participation in Delray Beach spelling bee (summer camp teen program)
 - Positive Action curriculum
 - Restorative Practices
6. **Healthy snacks and meals** offered daily.
7. **Clubs and activities**, based on students' interests, such as Digital music making, STEM club, academic games, library club, art/ceramics, drumline and dance groups.
8. Field trips of interest, particularly in the summer including educational experiences, activities to enhance socialization, leadership opportunities community connectedness, and fun engagement opportunities.
9. Parent/adult workshops on a variety of topics with community partners such as
8. **Field trips** of interest, particularly in the summer including educational experiences, activities to enhance socialization, leadership opportunities community connectedness, and fun engagement opportunities.
9. **Parent/adult workshops** on a variety of topics with community partners such as financial health with local banks, parenting workshops and behavior management by

licensed psychologist and clinicians, health and wellness classes, and parent support groups.

10. **Special Events** to bring people together and provide activities for children, parents, and community. Two ACCF annual events include:

- The summer All-Star Olympics. Campers compete as individuals and in team events throughout the duration of the week. Events consist of both physical and mental competitions. Gold, silver, and bronze medals are awarded for each event. This week is also a part of ACCF's fundamental approach to youth development. Campers build a sense of usefulness and sense of accomplishment when participating in the events.
- Camp Color Challenge is a week-long competition where campers compete in different challenge events to earn points for their respective camps. Points are accumulated throughout the week. The camp with highest point total at the end of the week is awarded the Camp Color Challenge trophy. This event highlights a fundamental cornerstone of youth development, which is building a sense of identity. Campers build an identity to the program which in turns builds connectedness to the program. Other aspects highlighted include team building, sense of belonging, and sportsmanship

11. For the families of students in the program, a full range of **assessments, referrals, and linkages** to services provided to support families in times of need. These services will be provided through ACCF's Family Support Team (summary below) to engage, support and empower families to serve at the Foundation of their children's growth.

12. At all school sites, **students will have access to ACCF's Family Resource Center** including a library, computer lab, music studio, art room, and a gymnasium. Students may be transported by ACCF busses for activities and programming

13. Children and families in the program will receive **holiday assistance**, when available, through ACCF's adopt-a-family program. All children receive holiday gifts and adopted families submit a list of needs that include assistance with household bills and childcare fees.

14. **Leadership Awards and Opportunities** including the annual:

- The Bobby Julien Leadership Award was established to recognize deserving youth for their leadership contributions to their school, ACCF site, and community. Nominees will have the opportunity to share their experiences while continuing to develop their oral presentation and written skills. Students also have the opportunity to give specific examples that highlights their character and leadership capabilities. Letter of recommendations may be submitted as part of the evaluation process. Newspaper articles (in print or online), blogs, website spotlights, awards etc. can also be used as supporting documentation.

EXHIBIT "B"

FAMILY SUPPORT PROGRAM

To organize its team-based approach to service delivery, ACCF has structured its family support program on a multi-level framework; each level varying in intensity of service, based on the needs of the family. The less intense levels of service include a variety of workshops focused on family issues, often provided by ACCF's achievement navigators or ACCF's local partners. Increasing levels of service range from individual assistance in navigating public systems, including special education services in the local schools, to the most intensive level which involves family or individual therapy provided by one of ACCF's two clinical partners, Families First or the Center for Child Counseling.

All ACCF families are welcomed and encouraged to attend any of the less-intensive family strengthening services (workshops, restorative circles) which are provided on a regularly scheduled basis. Families with higher need may self-refer to the program, or, they may be referred by either Village Academy or Pine Grove Elementary school staff if their child attends one of those schools, or by ACCF's early learning, toddler or after school program. Most often, it is the ACCF program staff and achievement navigators that are making referrals. At intake for more intensive services, families are assessed using version 2.0 of the Strengths and Stressors Tracking Device (SSTD), a rapid assessment of family well-being, to guide service planning, establish a baseline for target behaviors, and plan behavioral goals. The SSTD is administered at intake by the achievement navigators and is completed in collaboration with the family.

ACCF's family support services, are embedded within the structure of all its programs and include workshops and activities on topics including:

- Mindfulness and meditation
- Positive sex parenting
- School campus safety
- Internet safety • Mental health basics
- Orientation to the new school year
- Relationship skills • Parenting skills
- Financial literacy • Orientation to special education
- Multicultural dinner
- Open house
- School choice orientation

ACCF also provides case management services, behavior management training, consultation services, restorative conferences and, when available, emergency financial assistance through grants and private donors.

ACCF aligns each of its family support services with building the five Strengthening Families protective factors of the Center for the Study of Social Policy's "Strengthening Families" framework. A service/protective factor alignment chart appears below.

language and culture and are representative of the population served. The majority of ACCF's family support team speak Creole, as do ACCF families, thereby mitigating language barriers and minimizing trust factors.

In its 52-year history, ACCF has brought thousands of hours of services to the residents of the neighborhoods it serves and become a trusted partner, providing services in a culturally sensitive manner. Family support program staff is diverse with respect to gender, race, language and culture and are representative of the population served. The majority of ACCF's family support team speak Creole, as do ACCF families, thereby mitigating language barriers and minimizing trust factors.

EXHIBIT "C"

HEALTHIER DELRAY BEACH INITIATIVE

In 2014 Palm Healthcare Foundation, Palm Beach County's largest public health foundation, launched its Healthier Together initiative, a place-based funding strategy aimed at impacting sustainable and lasting change at a community level. Using a collective impact model, the initiative is designed to be community-driven with a focus of engaging residents, formal and informal leaders and stakeholders to ultimately grow capacity for change for themselves, their own families, neighbors and friends. The foundation invested \$1,000,000 over 5 years in each of the 6 identified communities in Palm Beach County. Communities were selected using data driven decision making around needs, gaps in services and history of collaboration.

Delray Beach was selected by the foundation's Board of Trustees to be one of the first two communities to be fully engaged in the process. The project, called Healthier Delray Beach, was formed as a result of several community-wide meetings, visioning sessions and strategic planning meetings to improve the behavioral health among the residents in Delray Beach beginning with its most impacted population living in the 33414 zip code. The volunteer Steering Committee was comprised of individuals living and/or working in Delray Beach. This group serves the governing body for the initiative. A Project Director works on behalf of Healthier Delray Beach, whose role is to coordinate efforts and act as a liaison between the initiative and the existing work and resources already established in Delray Beach, and reports directly to the Steering Committee.

ACCF currently serves as the fiscal agent and backbone organization for the initiative and manages the funds on behalf of the initiative while providing important infrastructure and resources.

Now in its 6th year, ACCF is working with a local non-profit organization (EJS Project) to transition the project and the role of the backbone and fiscal organization. ACCF has committed support and resources to see its successful transition in 2021-2022. Village Academy has been an active participant and recipient of the work of Healthier Delray Beach and will continue to have ACCF's support through this initiative after the transition.

**RIDER TO THE AGREEMENTS BETWEEN THE SCHOOL BOARD OF
PALM BEACH COUNTY, FLORIDA AND COMMUNITY BASED
ORGANIZATIONS FOR FUNDING AND OPERATION OF DISTANCE LEARNING
SUPPORT AND OUT-OF-SCHOOL SERVICES PROGRAMS AT DISTRICT-
OPERATED SCHOOLS**

This Rider to Agreement is made this 22nd of September 2021 to the Agreement between The School Board of Palm Beach County, Inc. ("School Board") and the undersigned Community Based Organization with respect to the Agreement for Funding and Operation of Distance Learning Support and Out-of-School Service Programs between the School Board and undersigned Community Based Organization.

WHEREAS, on 22nd of September 2021, The School Board and undersigned Community Based Organization entered into an agreement ("Agreement") for the funding and shared use of facilities at Village Academy and Pine Grove Elementary for an out-of school services program; and

WHEREAS, the School Board and undersigned Community Based Organization covenant and agree to modify the Agreement to address COVID-19 compliance.

IN CONSIDERATION of mutual terms and conditions, promises and covenants, hereinafter set forth herein the School Board and undersigned Community Based Organization agree as follows:

The following language shall be added to the Agreement as a new Section 4.04:

Section 4.04 COVID-19 Notice. The undersigned Community Based Organization represents and warrants that it shall be responsible for monitoring and complying with OSHA regulations and guidance and other federal, state and local regulations and guidance for responding to COVID-19 as it relates to the services provided pursuant to this agreement. This includes, but is not limited to regulations and guidelines related to cleaning and disinfecting, promoting efforts that reduce the spread of COVID-19, providing healthy environments for students and employees, protecting communal spaces and arranging for food service. The School Board shall not be responsible for any costs associated with the undersigned Community Based Organization's duty to comply with COVID-19 regulations and guidelines as mandated by the terms of this Amendment. The School Board shall not be responsible for monitoring or enforcing the Community Based Organization's compliance with OSHA regulations and guidance, and other federal, state and local regulations and guidance for responding to COVID19 as it relates to the services provided pursuant to this agreement. The undersigned Community Based Organization shall indemnify, defend and hold harmless the School Board for any claims, expenses, liabilities, losses or damages resulting from a failure to comply with OSHA regulations and guidance, and other federal, state and local regulations and guidance for responding to COVID-19 as it relates to the services provided pursuant to this agreement or as a result of a breach of the terms of this Amendment.

The following clauses shall be revised in their entirety as follows:

Section 4.02 Manner of Use; Cleanup. The undersigned Community Based Organization agrees to utilize the Board Facilities in the manner, and to the extent and degree intended for the particular Board Facility and in compliance with Occupational Safety and Health Act ("OSHA") regulations

and recommendations, and federal, state and local regulations and recommendations as it relates to COVID-19. Boys and Girls Clubs further agree to leave the Board Facility in a clean and orderly condition upon leaving the Board Facility each day. Boys and Girls Clubs shall comply with all cleaning, sanitizing and disinfecting regulations and recommendations by OSHA, and other federal, state and local authorities.

ARTICLE 5: CUSTODIAL SERVICES/MAINTENANCE.

Section 5.01 School Board shall be responsible for **non COVID-19 related** custodial services and security services at all Board Facilities, with such services to be performed by Board or Board's designee when Board facilities are open according to the district calendar. The undersigned Community Based Organization shall be responsible for all cleaning, sanitizing and disinfecting related to COVID 19 regulations and recommendations by OSHA, other federal, state or local authorities or the School Board.

Section 5.02 The parties acknowledge and agree that School Board may close Board Facilities in order to perform maintenance or repairs to the Board Facility as necessary with as much notice as practicable to the undersigned Community Based Organization.

Section 5.03 The undersigned Community Based Organization shall be charged for non-COVID 19 custodial services provided by The School District of Palm Beach County (SDPBC) for all non-student attendance days, as indicated on the School District of Palm Beach County School Calendar, in which the undersigned Community Based Organization uses SDPBC facilities. The labor charges will align with the SEIU/FPSU Repair and Supervisory Collective Bargaining Agreement for time worked outside the custodians' regular duty hours. The custodial staff will be responsible for opening and closing the building and (non COVID-19) cleaning of the areas used by the organization during the hours of operation on these dates.

The undersigned Community Based Organization shall be responsible for all costs associated with its responsibility to comply with all COVID 19 regulations and recommendations.

Any damage done to the premises during this time will be reported to the school's administration and the undersigned Community Based Organization will be assessed for such damages. The undersigned Community Based Organization will keep the premises in as good condition as when received.

The following language shall be added to Article 7, Liability/Insurance:

Section 7.03: Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, and name The School Board as an Additional Insured.

The following language shall be added to the Agreement as a new Article 37:

ARTICLE 37: EMERGENCY SUSPENSION OR TERMINATION

The School Board reserves the right to suspend or terminate this Agreement immediately in the event it is necessary to protect health, safety or welfare (as determined by the Superintendent) or in the event of a quarantine or declared federal, state or county emergency.

The following language shall be added to the Agreement as a new ARTICLE 38:

ARTICLE 38: NOTIFICATION. In the event an individual (or family member) who has been on the School premises tests positive for COVID-19, The undersigned Community Based Organization shall notify the School Principal within twenty-four (24) hours and inform the School Principal about the areas that were accessed by the individual.

ARTICLE 39: NO THIRD PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Rider to the Agreement between The School Board of Palm Beach County, Florida and The Undersigned Community Based Organization dated September 22, 2021.

Community Child Care Center of Delray Beach, Inc.
D.B.A. Achievement Centers for Children & Families

By: [Signature]

Stephanie Seibel

Print Name
Date: 10/6/21

Attest: [Signature]

THE SCHOOL BOARD OF
PALM BEACH COUNTY, FL

By: [Signature]
Michael J. Burke
SUPERINTENDENT

Date: 9/29/21

[Signature]
FRANK A. BARBIERI, JR., ESQ
CHAIR

Date: _____

Reviewed and approved as to legal sufficiency:

Kimberly Hall 9/21/2021

RESOLUTION NO. 174-21

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

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

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

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

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

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


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

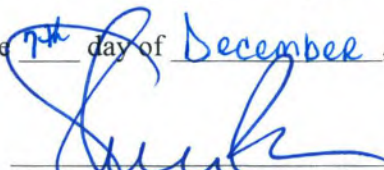
Section 3. The City Commission authorizes the City Manager to execute any amendments and/or renewals thereto and to take any and all actions necessary to effectuate this agreement.

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

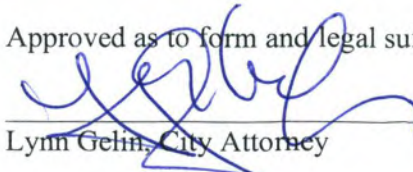
PASSED AND ADOPTED in regular session on the 7th day of December, 2021.

ATTEST:


Katerri Johnson, City Clerk


Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:


Lynn Gehl, City Attorney

CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Funding Agreement Between the City of Delray Beach and Achievement Centers for Children and Families (\$62,000)

Department: City Manager's Office

Contact person: Janet Meeks

City Manager approval

City Commission approval

Reviewed by Purchasing

Agenda item #:

Agenda meeting date:

Resolution #:

Agreement Action:

New <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	\$310,000.00
Fees: Per Fiscal Year	\$62,000.00

Other Issues:	Comments
Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	Funding Agreement with ACCF for program funding in accordance with Triparty Agreement with School Board and ACCF for programs at Village and Pine Grove

Consistent with applicable policies including, but not limited to, Procurement policies. Yes

Attorney: Kelly Brandon, Esq.

Reviewed and approved as to form and legal sufficiency only



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

AMENDMENT NO. 1

TO

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

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

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

WITNESSETH:

WHEREAS, on December 7, 2021, the City entered into an agreement with ACCF to provide annual funding (hereinafter referred to as the "Agreement") in the amount of \$62,000.00 per year to provide for the funding of an operation of programs at Pine Grove Elementary and Village Academy; and

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

ATTEST:

Alexis Givings
Alexis Givings, City Clerk

CITY OF DELRAY BEACH

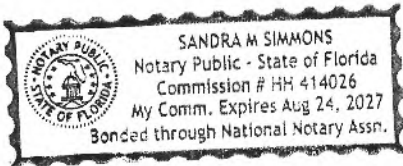
By: Terrence R. Moore
Terrence R. Moore, ICMA-CM

Approved as to form and legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney



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



By: Stephanie Seibel
Print Name: Stephanie Seibel
Title: CEO

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of January, 2020 by Stephanie Seibel (name of person), as CEO (type of authority) for Community Child Care Center of Delray Beach, Inc (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____

Sandra M. Simmons
Notary Public – State of Florida

AUTHORIZATION FORM



Do not write / CM Office Only

CMO Log #: _____

Rcv'd Date: _____

Originator:
Name ACM Jeff Oris Department City manager Ext. 7099 Date 1/30/26

Description of Request: Amendment to Funding Agreement

Department Leave Form Check Request Form Acquisition Approval

Budget Transfer Grant Item Memorandum Service Authorization Approval

Other (Please Specify) Agreement -\$62,000
Achievement Center

Department Head Signature: _____

Finance Signature:(if request impacts budget) _____

Review Completed by Staff – Comments:

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

TRACKING:

Returned to _____ Department for additional information on: _____

Forwarded to _____ Department for action on: _____



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



LEGAL REVIEW FORM

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

Date of Review: 1/2/26

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

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)