

**FUNDING AGREEMENT FOR FISCAL YEAR 2020-2021 BETWEEN THE  
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND  
SPADY CULTURAL HERITAGE MUSEUM, INC.**

**THIS AGREEMENT** is made this \_\_\_\_day of \_\_\_\_\_, 2020 by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, duly created and operated pursuant to Chapter 163, *Florida Statutes*, (hereinafter referred to as “**CRA**”), and **SPADY CULTURAL HERITAGE MUSEUM, INC.**, a Florida not-for-profit corporation (hereinafter referred to as the “**SPADY**”).

**WITNESSETH:**

**WHEREAS**, increasing economic development through cultural opportunities within the Delray Beach Community Redevelopment Area is essential to the Community Redevelopment Plan; and

**WHEREAS**, the **CRA** Board finds that the services and programs provided by **SPADY** further the goals and objectives of the **CRA** as contained in the Community Redevelopment Plan by attracting visitors to and promoting economic development activity within the CRA district, and are in the best interest of the **CRA**; and

**WHEREAS**, the **CRA** will provide funding to **SPADY**, pursuant to the terms and conditions of this Agreement, in order to assist **SPADY** with activities that address the goals and objectives contained in the CRA’s Community Redevelopment Plan, and the needs and priorities defined by the CRA in the CRA’s “A-GUIDE: *Achieving Goals Using Impact Driven Evaluation*,” for which SPADY has applied and which have been awarded according to procedures specified in the A-GUIDE; and

**WHEREAS**, the **CRA** finds that this Agreement serves a municipal and public purpose, is consistent with the **CRA's** Redevelopment Plan, and conforms with 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 hereby 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, 2021.

3. The **CRA** is providing total funding to the **SPADY** for fiscal year 2020-21 in an amount not to exceed One Hundred Six Thousand and 00/100 Dollars (\$106,000.00), (the "Funding Amount"). The funds are to be used by **SPADY** to support its organizational operations, and for the purpose of providing community and cultural programs in conformance with the programs/projects within the CRA district specified in the A-GUIDE documents. Quarterly payments in an amount not to exceed Twenty-Six Thousand Five Hundred and 00/100 Dollars (\$26,500.00) shall be made by the **CRA** to **SPADY** as provided herein. The first quarterly payment shall be provided by the **CRA** to **SPADY** on October 1, 2020, with the condition that **SPADY** will provide documentation as required by this Agreement. The remaining quarterly payments shall be provided by the CRA to **SPADY** following the **CRA's** receipt and review of documentation required to be submitted by **SPADY** pursuant to this Agreement. The **CRA** has the right to withhold the quarterly payment until receipt of all documentation from **SPADY**, and until

the **CRA** receives all additional information from **SPADY**, that the **CRA** deems necessary, in its sole and absolute discretion, to analyze **SPADY's** financial position.

4. Prior to the issuance of quarterly payments by the **CRA** for Fiscal Year 2020-2021, as specified in this Agreement, **SPADY** shall provide the **CRA** with budget and narrative reports on a quarterly basis. **SPADY** shall use the form, attached as Exhibit "A", in order to document **SPADY's** expenditure of funds and **SPADY's** progress towards outcomes projected in the Goals and Outcomes Report and Budget. **SPADY** will also be required to submit a Quarterly Balance Sheet. In addition, **SPADY** may be required to present a quarterly update to the **CRA** board upon request. The program budget and narrative reports shall be provided to the **CRA** no later than January 31, 2021, April 30, 2021, July 31, 2021, and October 31, 2021. The **CRA** may request that **SPADY** provide additional information that the **CRA** deems necessary in order to fully evaluate the **SPADY's** performance and financial status. The **CRA** reserves the right to withhold a quarterly payment in the event **SPADY** fails to provide the **CRA** with the quarterly reports and any additional information requested.

5. In the event the **SPADY** does not expend funds in accordance with its approved A-GUIDE funding application, attached as Exhibit "B", the **CRA** shall provide written notice to the **SPADY** of such deficiency(ies), and the **SPADY** shall have fourteen (14) days from receipt of the notice to cure the deficiency(ies) to the satisfaction of the **CRA**. Should the **SPADY** fail to cure such deficiency(ies) to the satisfaction of the **CRA**, the **CRA** shall be entitled to recoup the portion of the Funding Amount allocated and/or already disbursed to the **SPADY**, under the terms of this Agreement. The **CRA** shall have sole and absolute discretion with respect to the determination as to whether

**SPADY** is expending funds in accordance with its approved A-GUIDE funding application.

6. **SPADY** shall insure that all publicity, public relations, advertisements and signs recognize the **CRA** for the support of all activities conducted with the funds provided by the **CRA**, including sponsorship of holiday activities. The use of the **CRA** logo is permissible, but all signs or other advertising materials used to publicize **CRA** funded activities must be approved by the **CRA** prior to being utilized. Upon request by the **CRA**, **SPADY** shall provide proof of the use of the **CRA** logo as required by this paragraph for projects funded pursuant to this Agreement.

7. Both the **CRA** and **SPADY** agree that **SPADY** shall at all times act as an independent contractor in the performance of its duties under this Agreement. Accordingly, **SPADY** shall be responsible for the payment of all taxes including Federal and State taxes arising out of the **SPADY**'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.

8. **SPADY** hereby gives the **CRA**, 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. **SPADY** 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 **CRA** under this Agreement in accordance with the Florida Public Record Laws as provided in Chapter 119, Florida Statutes, as may be

amended from time to time. **SPADY** 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 **CRA**, or if this Agreement is still in force, any subsequent request for payment shall be withheld by the **CRA**.

9. 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.

10. 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.

11. If the **CRA** determines pursuant to the A-GUIDE Logic Model and Evaluation Plan that **SPADY** is not achieving the stated impacts and outcomes, or is otherwise not furthering the **CRA's** goals and objectives, the **CRA** shall provide written notice to **SPADY** of such deficiency(ies), and **SPADY** shall have fourteen (14) days from receipt of the notice to cure the deficiency(ies) to the satisfaction of the **CRA**. Should **SPADY** fail to cure such deficiency(ies) to the satisfaction of the **CRA**, the **CRA** Board has the right to void the Agreement immediately after delivery of written notice to **SPADY**. The **CRA's** Board shall have sole and absolute discretion with respect to the determination as to whether **SPADY** is filling the **CRA's** goals and objectives.

12. 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.

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

CRA: Renée A. Jadusingh, Esq., Executive Director  
20 N. Swinton Avenue  
Delray Beach, FL 33444  
Telephone No.: (561) 276-8640  
Facsimile No.: (561) 276-8558

SPADY: Charlene Farrington, Museum Director  
170 NW 5<sup>TH</sup> Ave  
Delray Beach, Florida 33444  
Telephone No.: (561) 279-8883

14. Neither the **CRA** nor **SPADY** shall assign or transfer any rights or interest in this Agreement.

15. PUBLIC RECORDS. **SPADY** shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, **SPADY** shall:

(a) Keep and maintain public records required by the **CRA** to perform under this Agreement.

(b) Upon request from the **CRA**'s custodian of public records, provide the **CRA** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the Agreement term and following completion of the Agreement if the **SPADY** does not transfer the records to the **CRA**.

(d) Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the **SPADY** or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the **CRA** upon completion of the Agreement, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **SPADY** keeps and maintains public records upon completion of the Agreement, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically

must be provided to the public agency, upon request from the **CRA's** custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF SPADY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPADY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CHRISTINE TIBBS  
561-276-8640  
TIBBSC@MYDELRAYBEACH.COM  
20 NORTH SWINTON AVENUE  
DELRAY BEACH, FLORIDA 33444**

16. This Agreement shall not be valid until signed by the CRA Chair.

**(This Space is Intentionally Blank; Signature Page to Follow)**

**IN WITNESS WHEREOF**, the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY** and **SPADY CULTURAL HERITAGE MUSEUM, INC.** have made and executed this Agreement and have hereunto set its hand the day and year written above.

ATTEST:

\_\_\_\_\_

Print Name: \_\_\_\_\_

**SPADY CULTURAL HERITAGE MUSEUM, INC.**, a Florida Not-for-profit Corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Shirley E. Johnson, Chair

ATTEST:

\_\_\_\_\_  
Renée A. Jadusingh, Esq.  
CRA Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
CRA General Counsel

EXHIBIT "A"  
BUDGET AND NARRATIVE REPORTS

EXHIBIT "B"  
A-GUIDE FUNDING APPLICATION