

**FUNDING AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND
SOUTH FLORIDA MEDICAL AND BEHAVIORAL HEALTH INSTITUTE, INC.**

THIS AGREEMENT ("Agreement") is made on this ____ day of _____, 2026, by and between the CITY OF DELRAY BEACH (the "CITY"), whose address is 100 NW First Avenue, Delray Beach, FL 33444, and SOUTH FLORIDA MEDICAL AND BEHAVIORAL HEALTH INSTITUTE, INC., (the "RECIPIENT"), whose address is 4765 W Atlantic Avenue, Delray Beach, FL 33445.

W I T N E S S E T H:

WHEREAS, the RECIPIENT is a Florida Not For Profit Corporation with a principal address of 4765 W Atlantic Avenue, Delray Beach, FL 33445;

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

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

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

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

1. **Recitals.** The recitals set forth above are incorporated herein.
2. **Funding.** Subject to the terms and conditions set forth herein and the RECIPIENT'S compliance with all its obligations hereunder, the CITY hereby agrees to make available to the RECIPIENT funds in the amount of One Thousand Five Hundred Dollars (\$1,500.00) (the "Funds"), to be used solely in the manner hereinafter provided. RECIPIENT agrees to use the Funds to provide initiatives and programming for the benefit of Delray Beach residents regarding the one or more of the following:
 - a) Crime prevention.
 - b) Safe neighborhoods.
 - c) Drug abuse prevention and education.
3. **Term.** This Agreement shall terminate on February 1, 2027, or upon the disbursement of funds and performance of all terms and conditions outlined in this Agreement, whichever is the sooner of the two.

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

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

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

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

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

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

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

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

11. **Indemnification.** The RECIPIENT shall indemnify and hold harmless the CITY and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the CITY or its officer, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the RECIPIENT or its employees, agents, servants, partners, principals, or subcontractors. The RECIPIENT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The RECIPIENT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the RECIPIENT shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CITY or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

12. **IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

The RECIPIENT shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, both agree 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 RECIPIENT at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that

is compatible with the information technology systems of the CITY. All records shall be transferred to the CITY prior to final payment being made to the RECIPIENT.

- (5) If the RECIPIENT does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this Agreement in accordance with state law.

13. **Inspector General.** RECIPIENT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from the RECIPIENT and its subcontractors and lower tier subcontractors. The RECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the RECIPIENT or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement justifying its termination.

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

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

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

CITY:

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

RECIPIENT:

South Florida Medical and Behavioral Health Institute, Inc.
4765 W Atlantic Avenue
Delray Beach, FL 33445
Attn: Randy Kirshbaum

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

18. **E-Verify.** By entering into this Agreement, RECIPIENT acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." RECIPIENT affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all 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 RECIPIENT, RECIPIENT may be prohibited from conducting future business with the CITY or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the RECIPIENT.

19. **Scrutinized Companies.** Pursuant to Section 287.135, RECIPIENT is ineligible to enter into, or renew, this Agreement if RECIPIENT is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes) or is engaged in a boycott of Israel.

a. By entering into this Agreement, RECIPIENT certifies that RECIPIENT is not on the Scrutinized Companies that Boycott Israel List, and that RECIPIENT is not engaged in a boycott of Israel.

b. RECIPIENT shall notify the CITY if, at any time during the term of this Agreement, RECIPIENT is placed on the Scrutinized Companies that Boycott Israel List, or that RECIPIENT is engaged in a boycott of Israel. Such notification shall be in writing and provided by RECIPIENT to the CITY within ten (10) days of the date of such occurrence.

c. In the event the CITY determines, using credible information available to the public, that RECIPIENT has submitted a false certification or RECIPIENT is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the CITY may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against RECIPIENT, pursuant to Section 287.135, Florida Statutes. In

addition, the CITY may pursue any and all other legal remedies against RECIPIENT.

d. RECIPIENT shall not seek damages, fees, or costs against the CITY in the event the CITY terminates the Agreement pursuant to this provision.

20. **Foreign Gift.** Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more or is a grant, RECIPIENT shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. RECIPIENT represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to the CITY before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

21. **Discriminatory Vendors.** 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, RECIPIENT represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

22. **Convicted Vendors.** By its execution of this Agreement, RECIPIENT acknowledges that it has been informed by the 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."

23. **American with Disabilities Act.** RECIPIENT and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related

federal, state, or local laws, rules, and regulations. RECIPIENT agrees to provide to the CITY all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. RECIPIENT obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

24. **Non-Coercion.** RECIPIENT has fully complied with Florida Statute §787.06(13), which requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute, as evidenced by affidavit provided to the CITY.

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

[Remainder of page intentionally left blank]

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

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor Date

Approved as to Form:

Lynn Gelin, City Attorney

SOUTH FLORIDA MEDICAL AND
BEHAVIORAL HEALTH INSTITUTE, INC.

By: Randy Kirshbaum

Print Name: Th

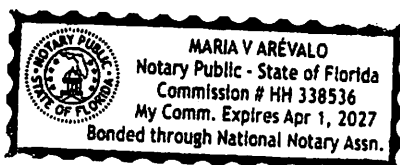
Title: President

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of July, 2026, by Randy Kirshbaum (name of person), as President (type of authority) for SOUTH FLORIDA MEDICAL AND BEHAVIORAL HEALTH INSTITUTE, INC.

Personally known ☒ OR Produced Identification

Type of Identification Produced _____



[Signature]
Notary Public – State of Florida