

**AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND
COMMUNITY CHILD CARE CENTER OF DELRAY BEACH, INC.
FOR FUNDING OF THE JOURNEY'S SUMMER READING PROGRAM
AT ORCHARD VIEW ELEMENTARY**

THIS AGREEMENT ("Agreement") is made on this ____ day of _____, 2016, 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** ("Achievement Centers").

WITNESSETH:

WHEREAS, the City and Achievement Centers have partnered with each other to further the Campaign for Grade Level Reading; and

WHEREAS, the parties support collaborative initiatives to provide additional learning and development opportunities for children during the summer months; and

WHEREAS, the parties, in furthering this goal, aspire to promote reading proficiency by providing funds to support the operation of the Journey's summer camp program at Orchard View Elementary located in Delray Beach, Florida.

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 true and correct and incorporated herein by reference.

2. **Funding.** City shall reimburse **Achievement Centers** in an amount not to exceed ten thousand dollars (\$10,000.00) for expenditures associated with the administration of the Journey's Summer Camp Program (hereinafter referred to as "Program") at Orchard View Elementary, located in Delray Beach, Florida. Within thirty (30) days of the conclusion of the Program, **Achievement Centers** shall provide **City** with a report summarizing the program,

including the names of the participants, in accordance with the Data Sharing Agreement between **City** and the School Board of Palm Beach County, as well as with a financial documentation detailing the expenditures of the program. Upon receipt, **City** shall reimburse **Achievement Centers** in an amount not to exceed ten thousand dollars (\$10,000).

3. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and shall supersede all prior oral and written agreements.

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

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

6. **Indemnification.** **Achievement Centers**, 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 **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, **Achievement Centers**, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement 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 **City** by reason of any such claim, cause of action, or demand, **Achievement Centers** shall, upon written notice from **City**, resist and defend such lawsuit or proceeding by counsel satisfactory to **City** or, at **City's** option, pay for an attorney selected by the City Attorney to defend **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.

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

8. **Inspector General.** **Achievement Centers** 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 Agreement, and may demand and obtain records and testimony from **Achievement Centers** and its subcontractors and lower tier subcontractors. **Achievement Centers** understands and agrees that in addition to all other remedies and consequences provided by law, the failure of **Achievement Centers** or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by **City** to be a material breach of this Agreement justifying its termination.

9. **Public Records.** **Achievement Centers** shall comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with state law, the **Achievement Centers** agrees to:

- A. Keep and maintain all records that ordinarily and necessarily would be required by **City**.
- B. Provide the public with access to public records on the same terms and conditions that **City** would provide for the records and at a cost that does not

exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to **City** all records in possession of **Achievement Centers** 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 **City** in a format that is compatible with the information technology systems of **City**. All records shall be transferred to **City** prior to final payment being made to **Achievement Centers**.
- E. If **Achievement Centers** does not comply with this section, **City** shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

10. **Force Majeure.** **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**.

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

City Clerk

By: _____
Cary Glickstein, Mayor

Approved as to Form:

City Attorney

(Remainder of page intentionally left blank)

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

WITNESSES:

(print or type name)

(print or type name)

By: _____

(print name and title)

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ (name of officer or agent, title of officer or agent) of Community Child Care Center of Delray Beach, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification and did (did not) take an oath.

Signature of Notary Public-State of Florida