

**FUNDING AGREEMENT FOR FISCAL YEAR 2018-2019 BETWEEN THE
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND
GREATER DELRAY BEACH CHAMBER OF COMMERCE
(BUSINESS INCUBATOR PROGRAM)**

THIS AGREEMENT is made this ____ day of _____, 2018 by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency, (hereinafter referred to as “**CRA**”), and **GREATER DELRAY BEACH CHAMBER OF COMMERCE, INC.** a Florida not-for-profit corporation, (hereinafter referred to as the “**CHAMBER**”).

W I T N E S S E T H:

WHEREAS, increasing economic development through cultural opportunities within the Delray Beach Community Redevelopment Area is essential to the **CRA's** redevelopment plan and

WHEREAS, the **CRA** Board finds that the services and programs provided by the **CHAMBER** 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 downtown area, and are in the best interest of the **CRA**; and

WHEREAS, the **CRA** will provide funding to the **CHAMBER**, pursuant to the terms and conditions of this Agreement, in order to assist the **CHAMBER** with activities that address the goals and objectives contained in the CRA’s 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 the **CHAMBER** 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 Community 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, 2019.

3. The **CRA** is providing total funding to the **CHAMBER** for fiscal year 2018-19 in an amount not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) in A-Guide Funding, for fiscal year 2018-19 (the "Funding Amount"). The funds are to be used by the **CHAMBER** to support the Business Incubator Program through Palm Beach Tech, within the Delray Beach Community Redevelopment Area. Quarterly payments in an amount not to exceed Six Thousand Two Hundred Fifty and 00/100 Dollars (\$6,250.00) shall be made by the **CRA** to the **CHAMBER**. The **CRA** has the right to withhold the quarterly payment after receipt of documentation from the **CHAMBER** until the **CRA** receives all additional information from the **CHAMBER** that the **CRA** deems necessary to analyze the **CHAMBER's** financial position.

4. Prior to the issuance of quarterly payments by the **CRA** for Fiscal Year 2018-2019, as specified in this Agreement, **CHAMBER** shall provide a quarterly program evaluation and financial reports to the **CRA**. **CHAMBER** shall use the forms attached as Exhibits "A" and "B" in order to document the **CHAMBER's** expenditure of

funds and the **CHAMBER's** progress towards outcomes projected in the Goals & Outcomes Report and Budget. The **CHAMBER** will also be required to submit a Quarterly Balance Sheet. In addition, they may be required to present a quarterly update to the **CRA** Board upon request. The program evaluation and financial reports shall be provided to the **CRA** no later than January 31, 2019, April 30, 2019, July 31, 2019 and October 31, 2019. In addition, the **CRA** may request that the **CHAMBER** provide any additional information that the **CRA** deems necessary in order to fully evaluate the **CHAMBER's** performance and financial status. The payment will not be released to the **CHAMBER** until the **CRA** receives the report and any additional information requested.

5. The **CHAMBER** 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**, the **CHAMBER** shall provide proof of the use of the **CRA** logo as required by this paragraph for projects funded pursuant to this Agreement.

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

7. The **CHAMBER** 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. The **CHAMBER** 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, and for at least a minimum of three (3) years following the termination of this Agreement. The **CHAMBER** 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**.

8. 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.

9. 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.

10. 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.

11. If the **CRA** determines pursuant to the A-Guide Logic Model and Evaluation Plan that the **CHAMBER** 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 the **CHAMBER** of such deficiency(ies), and the **CHAMBER** shall have fourteen (14) days from receipt of the notice to cure the deficiency(ies) to the satisfaction of the **CRA**. Should the **CHAMBER** 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 **CHAMBER**. The **CRA's** Board shall have sole and absolute discretion with respect to the determination as to whether **CHAMBER** is filling the **CRA's** goals and objectives.

12. 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: Jeff Costello, Executive Director
20 N. Swinton Avenue
Delray Beach, FL 33444
Telephone No.: (561) 276-8640
Facsimile No.: (561) 276-8558

CHAMBER: Jeb A. Conrad, President and CEO
140 NE 1st Street
Delray Beach, Florida 33444
Telephone No.: (561) 278-0424

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

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

- (a) Keep and maintain public records required by the **CRA** to perform the service.
- (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 contract term and following completion of the contract if the **CHAMBER** does not transfer the records to the **CRA**.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the **CHAMBER** 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 contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **CHAMBER** keeps and maintains public records upon completion of the contract, 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 THE CHAMBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CHAMBER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**RENEE JADUSINGH
561-276-8640
JADUSINGHR@MYDELRAYBEACH.COM
20 NORTH SWINTON AVENUE
DELRAY BEACH, FLORIDA 33444**

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

IN WITNESS WHEREOF, the Delray Beach COMMUNITY REDEVELOPMENT AGENCY Board of Commissioners has made and executed this Agreement on behalf of the **CRA** and **GREATER DELRAY BEACH CHAMBER OF COMMERCE, INC.** has hereunto set its hand the day and year written above.

ATTEST:

GREATER DELRAY BEACH
CHAMBER OF COMMERCE, INC., a
Florida Not-for-profit Corporation

By: _____

Print Name: _____

Print Name: _____

Title: _____

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Shelley Petrolia, Chair

ATTEST:

Jeff Costello, Secretary

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS AGREEMENT
AS TO FORM:

General Counsel