Agenda Item #: 3.M.2.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 10, 2007	[X] Consent	[] Regular [] Public Hearing	
Department: Parks and Recreation			
Submitted By: Parks and Recreation Departm	<u>ient</u>		
Submitted For: Parks and Recreation Departm	<u>nent</u>		
I. EXECUTI	IVE BRIEF		
Motion and Title: Staff recommends motion to a for the period April 10, 2007, through December 3 2007 Summer Art Camp program.			
Summary: This funding is to help offset costs fo Armory Art Center. Approximately 700 children an Camps. Funding is from the Recreation Assistance	nd youth are anticipate	ed to attend the Summer Art	
Background and Justification: Armory Art Cente provide facilities for visual arts education and progroviding faculty, classrooms, lecture halls, and summer employment for working artists and art instruption opportunities, and arts immersion opportunities for	grams and to create a exhibition space. Al tructors, summer empl	and exhibit the visual arts by rmory Arts Center provides	
The total cost of the program is anticipated to be \$20,000 of RAP funding from District 2 will help of been executed on behalf of Armory Art Center, Inc. County Commissioners.	ffset a portion of those	e costs. The Agreement has	
Attachment: Agreement			
Recommended by: Department Director		3-19-07 Date	
Approved by: Assistant County Adr	ministrator	3/27/07 Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: **Fiscal Years** 2007 2008 2009 2010 2011 Capital Expenditures -0--0--0--0--0-**Operating Costs** 20,000 -0--0--0--0-**External Revenues** -0--0--0--0--0-**Program Income (County)** -0--n--0--0--0-In-Kind Match (County) -0--0--0--0--0-**NET FISCAL IMPACT** 20,000 -0--0--0--0-# ADDITIONAL FTE **POSITIONS (Cumulative)** Is Item Included in Current Budget? Yes X No Fund 3600 Department 583 Unit R902 **Budget Account No.:** Object 8201 Program N/A B. Recommended Sources of Funds/Summary of Fiscal Impact: Recreation Assistance Program District 2 3600-583-R902-072-8201 \$20,000 C. Departmental Fiscal Review: III. REVIEW COMMENTS **OEMB Fiscal and/or Contract Development and Control Comments:** Contract Development and Conti This Contract complies with our .egal Sufficiency: contract review requirements. Assistant County∟Attorney C. Other Department Review:

REVISED 10/95 ADM FORM 01

Department Director

G:\SYINGER\RAP06-07\District 2\Armory Art Center\Agenda.doc

AGREEMENT BETWEEN PALM BEACH COUNTY AND THE ARMORY ART CENTER, INC. FOR 2007 SUMMER ART CAMP FUNDING

THIS AGREEMENT is made and entered into on ______, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and The Armory Art Center, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Armory Art Center".

WITNESSETH:

WHEREAS, Armory Art Center is a not-for-profit organization whose purpose is to provide facilities for visual arts education and programs and to create and exhibit the visual arts by providing faculty, classrooms, lecture halls, and exhibition space; and

WHEREAS, Armory Art Center provides numerous programs for youth in the community including the upcoming 2007 Summer Art Camp program, which will serve a diverse body of over seven hundred (700) youth from ages five (5) through sixteen (16); and

WHEREAS, the Summer Art Camp provides summer employment for working artists and art instructors, summer employment for interns, volunteer opportunities, and arts immersion opportunities for camp participants; and

WHEREAS, the total cost of the 2007 Summer Art Camp is anticipated to be approximately \$63,500; and

WHEREAS, Armory Art Center has requested funding in the amount of \$20,000 to help offset personnel costs for the 2007 Summer Art Camp; and

WHEREAS, funding for the 2007 Summer Art Camp in the amount of \$20,000 is available from the Recreation Assistance Program (RAP) – District 2; and

WHEREAS, offering art programs to youth and providing opportunities for art teachers and volunteers serves a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed \$20,000 to Armory Art Center for the 2007 Summer Art Camp to help offset personnel costs, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

- 2. County will use its best efforts to provide said funds to Armory Art Center on a reimbursement basis within forty-five (45) days of receipt of the following information:
- a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and
- b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Armory Art Center. Said information shall list each invoice paid by Armory Art Center and shall include the vendor invoice number; invoice date; and the amount paid by Armory Art Center along with the number and date of the respective check or proof of payment for said payment. Armory Art Center shall attach a copy of each vendor invoice paid by Armory Art Center along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Armory Art Center's Program Administrator and Project Financial Officer shall certify the total funds spent by Armory Art Center on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Armory Art Center and approved by Armory Art Center as indicated.
- 3. RAP funds may be used as a match for other local, state, or federal grant programs, but Armory Art Center may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.
- 4. Armory Art Center warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 5. Armory Art Center agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
- 6. Armory Art Center shall be responsible for all costs of operation and maintenance of the Project.
- 7. The term of this Agreement shall be until December 31, 2007, commencing upon the date of execution by the parties hereto.

- 8. The parties agree that, in the event Armory Art Center is in default of its obligations under this Agreement, the County shall provide Armory Art Center thirty (30) days written notice to cure the default. In the event Armory Art Center fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Armory Art Center for the Project deemed to be in default and Armory Art Center shall return any County RAP funds already collected by Armory Art Center for that Project.
- 9. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 8 above.
- 10. Armory Art Center shall complete the Project by September 30, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of June 1, 2007, and September 30, 2007. Armory Art Center shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 31, 2007. Upon written notification to County at least ninety (90) days prior to that date Armory Art Center may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Armory Art Center's request for said extension.
- 11. In the event Armory Art Center ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Armory Art Center. The determination that Armory Art Center has ceased or suspended the Project shall be made by County and Armory Art Center agrees to be bound by County's determination.
- 12. Armory Art Center agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Armory Art Center. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

- 13. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".
- 14. It is understood and agreed that Armory Art Center is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Armory Art Center shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Armory Art Center, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.
- 15. Armory Art Center shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Armory Art Center are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Armory Art Center under this Agreement.

Commercial General Liability. Armory Art Center shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. Armory Art Center shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. Armory Art Center shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Armory Art Center shall provide this coverage on a primary basis.

Additional Insured. Armory Art Center shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers,

Employees and Agents." Armory Art Center shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Armory Art Center hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Armory Art Center shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage should Armory Art Center enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Armory Art Center shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

Right to Review. County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

- 16. Upon request by County, Armory Art Center shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 17. Armory Art Center shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of

this Agreement for a period of not less than five (5) years. Upon advance notice to Armory Art Center, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

- 18. The County and Armory Art Center may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.
- 19. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.
- 20. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Armory Art Center certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.
- 21. This Agreement represents the entire agreement between the parties and supercedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.
- 22. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation Palm Beach County Parks and Recreation Department 2700 Sixth Avenue South Lake Worth, Florida 33461

As to Armory Art Center:

Executive Director Armory Art Center, Inc. 1700 Parker Avenue West Palm Beach, Fl 33401

23. 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.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST: SHARON R. BOCK, Clerk & Comptroller	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Commissioner Addie L. Greene, Chairperson
WITNESSES: Laura Mac Delmud Carole Rolotick	ARMORY ART CENTER, INC. FEI Number: 59-2808612 By: THERESE 1, SHEHAN Name (Type or Print) Title: EXECUTIVE DIRECTOR By: Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By:County Attorney	By: Dennis Eshleman, Director Parks and Recreation Department

Recreation Assistance Program (RAP) Exhibit "A" to Agreement

Name of Agency: The Armory Art Center, Inc. Mailing Address: 1700 Parker Avenue

West Palm Beach, FL 33401

Federal Employer Identification Number: 59-2808612

Name of President:: Kenneth Santucci

Name of Executive Director: Thérèse M. Shehan

Project Liaison Information:.

Name: Laura MacDermeid, Grants & Foundation Coordinator

Telephone #: (561) 832-1776 X14

Fax #: (561) 832-0191

e-mail: laura.macdermeid@armoryart.org

PROJECT INFORMATION

- Name of Project: 2007 Summer Camp Program
- 2. Project Description:
 - General (Project Scope): The Armory Art Center's Summer Art Camp Program serves a diverse body of over 700 local youth from ages 5-16. Participants receive visual arts immersion in a wide variety of media - clay, paint, sculpture, textiles, jewelry, and printmaking. Participants are organized by age and receive both small group and individual instruction. Scholarships are provided for underserved children. Experienced, qualified art instructors develop and teach camp activities focused on theme based curriculum. Outdoor recreation is provided as part of the daily schedule. The camp culminates in an exhibition of artwork created.
 - - Summer employment for working artists and art instructors
 - Summer employment for interns resulting in additional income,

job

skill development, and opportunities to develop mentorships with their supervising Instructors

- Interns and camp participants are able to build on their portfolios
- for application to specialized middle and high schools of the arts
 Camp participants have the opportunity for arts immersion in one week or two week sessions
- Culminating Exhibit provides opportunities to display either an
- individual piece or a group piece from each camp participant
 Culminating Exhibit provides opportunities to display artwork by
 Instructors and Interns in a special Faculty section
 Culminating Exhibit Opening also provides opportunities for camp
- participants to share a family activity and for community members to come together and focus on the visual arts
- Volunteer opportunities are provided for local teens who need to complete community service; volunteers often return as students, interns, or scholarship recipients
- Relationships with school staff and after school providers are maintained and enhanced year-round; these are the primary sources of referrals for scholarships and interns
- Location: Armory Art Center Campus & Studios
- Anticipated Number of Participants/Users: 18 Instructors, 15 Interns, 8 Volunteers, 700 Camp Participants, 250 Family Members 18 Instructors, 15
- 3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.

Personnel Costs: \$63,500

EXHIBIT A

- Estimated Lump Sum Total for Project: \$63,500
- Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). 06/01/07 to 9/30/07

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. <u>Do not submit reimbursement documentation at this time.</u> After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:
Certificate of Insurance X

Amount of Recreation Assistance Program Funding awarded

\$ 20,000 District 2 (filled in by County)

Form available online by request. Contact Susan Yinger at $\underline{\text{svinger@pbcgov.com}}$

EXHIBIT A Page 2



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

Date

Grantee			Project Name:	
Submission #:			Reimbursement Period: _	
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tem		Key	Project Costs This Submission	Cumulative Project Costs
Contractual Service	es	(C)		***************************************
Salary & Wages (% of salaries)	(S)		
Materials, Supplie	s, Direct Purchases	(M)		
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	TOTAL PROJECT COSTS	. =		·
Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct P E = Equipment T = Travel I = Indirect Costs	urchases		
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Administrator	Date		Financial Officer	Date

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County Funding Participation	\$	
Total Project Costs To Date:	\$	and the state of t
County Obligation To Date	\$	
County Retainage (%)	\$	
County Funds Previously Disbursed	\$ <u>-</u>	
County Funds Due this Billing	\$	
Reviewed and Approved By:		
F	PBC Project Administrator	Date
	Department Director	Date



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

	TUPEC IT		PALM BEACH KS AND RECREATION CTUAL SERVICES F	ON DEPARTMEN PURCHASE SCHE		EXHIBIT B		
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	Administrator		Date			Financial Officer		Date

Key Legend

C = Contractual Services

S = Salary & Wages

M = Materials, Supplies, Direct Purchases

E = Equipment

T = Travel

I = Indirect Costs

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT B (cont'd.)

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	Administrator		Date			Financial Officer	S 4	Date

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				INSURER 8:				
		1703 LAKE AVENU		INSURER C:				
		WEST PALM BEACH	, FL 33401	INSURER D:				
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	AON RISK SERVICE: 1001 BRICKELL BAY MIAMI, FL 33131 (305) 372-9950	Senal # 6058 S OF FLORIDA Y DRIVE, SUITE 1100	COMPANY 711	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE					
INS	BURED		A 201	COTT ANIENTCAN	INSURANCE COMPANY				
	Oasis Outsourcing, Armory Art Center, I 4400 N Congress A	Inc. ve., Suite 250	COMPANY B COMPANY C	B					
	West Palm Beach, F	-1 33407-3288	COMPANY						
	THIS IS TO CERTIFY THAT THE I	POLICIES OF INSURANCE LISTED BELOW ANY REQUIREMENT, TERM OR CONDITION R MAY PERTAIN THE INSURANCE ASSOCIATION	HAVE BEEN ISSUE	D TO THE INSURED	NAMED ABOVE FOR THE	POLICY PERIOD			
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	OTHER THAN UMBRELLA FORM				AGGREGATE	\$			
Α	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC 29-38-687-04	06/01/06	06/01/07	X WC STATU- TORY LIMITS ER	\$			
	100-100-100-100-100-100-100-100-100-100		00/01/00	00/01/07	EL EACH ACCIDENT	s. 1000000			
	PARTNERS/EXECUTIVE OFFICERS ARE				EL DISEASE - POLICY LIMIT	s 1000000			
	OTHER EXCL				EL DISEASE - EA EMPLOYEE	s 1000000			
ONL	RIPTION OF OPERATIONS/LOCATIONS/VE Y THOSE EMPLOYEES LEASED TORY ART CENTER, INC	HICLES/SPECIAL ITEMS TO BUT NOT SUBCONTRACTORS O	F:						
6.0	PALM BEACH COUNTY PARKS AND RECREATION ATTN: SUSAN YINGER 2700 6TH AVE S LAKE WORTH, FL 3346		EXPIRATION DE 30 DAYS VER BUT FAILURE OF ANY KIN	NATE THEREOF, THE MRITTEN NOTICE TO TO MAIL SUCH NOTIC D UPON THE COM	CRIBED POLICIES BE CANC : ISSUING COMPANY WILL E : THE CERTIFICATE HOLDER N CE SHALL IMPOSE NO OBLIGA MPANY, ITS AGENTS OR	NDEAVOR TO MAIL AMED TO THE LEFT, ATION OR LIABILITY			
			AUTHORIZED REPR	ESENTATIVE					
1999 (S									