Agenda Item #: 3.M.2.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	July 8, 2008	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department:	Parks and Recreation		
Submitted By:	Parks and Recreation Department		
Submitted For:	Parks and Recreation Department	•	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with The Armory Art Center, Inc. for the period July 8, 2008, through December 30, 2008, in an amount not-to-exceed \$10,000 for funding of the 2008 Summer Camp program.

Summary: This funding is to assist with the cost of Armory Art Center's 2008 Summer Camp Program. Approximately 750 youth from ages five through sixteen are anticipated to participate in this program. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to June 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 2 Funds. <u>District 2</u> (AH)

Background and Justification: The Armory Art Center, Inc. is a not-for-profit corporation 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. The Armory Art Center provides numerous programs for youth in the community including the 2008 Summer Camp program. Armory Arts Center provides youth scholarships for low-income families.

The cost of the 2008 Summer Camp program is anticipated to be approximately \$83,000 for art supplies, instructor fees, intern and camp director salaries, model payments, marketing expenses, and other miscellaneous expenses related to the program. The \$10,000 from District 2 RAP will help offset expenses of the program. The Agreement has been executed on behalf of The Armory Art Center, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agree	ment	
Recommended by:	Department Director	6/16/08/ Date
Approved by:	Assistant County Administrator	7-/-08 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	f Fiscal Impa	ct:							
Fiscal Years	2008	2009	2010	2011	2012				
Capital Expenditures 10,000 -0- -0- -0- -0- Operating Costs -0- -0- -0- -0- -0- External Revenues -0- -0- -0- -0- -0- Program Income (County) -0- -0- -0- -0- -0- In-Kind Match (County) -0- -0- -0- -0- -0-									
NET FISCAL IMPACT	10,000	0	0	-0-	-0-				
# ADDITIONAL FTE POSITIONS (Cumulative)									
Is Item Included in Curren Budget Account No.:	nt Budget? Fund <u>3600</u> Object <u>820</u>	Department		R <u>902</u>					
B. Recommended Source	es of Funds	Summary of I	Fiscal Impact:	1					
Recreation Assistant District 2	<u>ce Program</u> 3600-583-R9	02-106-8201		\$10,00	00				
C. Departmental Fiscal F	Review:	ckopel	akis		·				
		•							
	<u> </u>	REVIEW COM	MENTS						
A. OFMB Fiscal and/or 0	Contract Dev	elopment and	Control Com	ments:					
OFMB St Contract Complies with our contract review requirements. Assistant County Attorney									
C. Other Department Re	view:								

Department Director

REVISED 10/95 ADM FORM 01

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AGREEMENT BETWEEN PALM BEACH COUNTY AND THE ARMORY ART CENTER, INC. FOR THE 2008 SUMMER CAMP PROGRAM

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 2008 Summer Camp program, which will serve a diverse body of approximately seven hundred fifty (750) youth from ages five (5) through sixteen (16); and

WHEREAS, the 2008 Summer Camp program seeks to provide youth scholarships for low-income families and continue program expansion to meet the needs of an increasingly growing population of children and families; and

WHEREAS, the total cost of the 2008 Summer Camp program is anticipated to be approximately \$83,000 for art supplies, instructor fees, intern and camp director salaries, model payments, marketing expenses, and other miscellaneous expenses related to the Summer Camp program; and

WHEREAS, Armory Art Center has requested funding in the amount of \$10,000 to help offset costs for art supplies, instructor fees, intern and camp director salaries, model payments, marketing expenses, and other miscellaneous expenses related to the 2008 Summer Camp program; and

WHEREAS, funding for the 2008 Summer Camp program in an amount not-to-exceed \$10,000 is available from the Recreation Assistance Program (RAP) – District 2; and

WHEREAS, offering art educations and programs to youth 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 \$10,000 to Armory Art Center for the 2008 Summer Camp program to help offset the cost of art supplies, instructor fees, intern and camp director salaries, model payments, marketing expenses, and other miscellaneous expenses related to the Summer Camp program, 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. Armory Art Center incurred expenses for the Project beginning on June 1, 2008. Those costs incurred by Armory Art Center for the Project, approved and submitted accordingly by Armory Art Center subsequent to June 1, 2008, are eligible for reimbursement by County pursuant to the terms and conditions hereof.
- 4. 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.
- 5. 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.
 - 6. 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.

- 7. Armory Art Center shall be responsible the operation and maintenance of the Project, including all associated costs.
- 8. The term of this Agreement shall be until December 30, 2008, commencing upon the date of execution by the parties hereto.
- 9. 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.
- 10. 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.
- 11. Armory Art Center shall complete the Project by September 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of June 1, 2008, and September 30, 2008. 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 30, 2008. 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.
- 12. 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.
 - 13. 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.

- 14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".
- 15. 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.
- 16. 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. Armory Art Center shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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 ten (10) 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.

17. Upon request by County, Armory Art Center shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. 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.

19. 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.

20. 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.

21. 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.

22. This Agreement represents the entire agreement between the parties and supersedes 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.

23. 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, FI 33401

24. 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:	FEI Number: 59-2808612
Theran Isolla	By: JESUS H. DE LASSAUAS Name (Type or Print) Title: Executive Director
	By:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By:	_ By h Imin Lallana
County Attorney	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: Jeff Koons

Name of Executive Director: Jesus H. De Las Salas

Project Liaison Information:

Name: Norman Adams

Telephone: (561) 832-1776 x 16

Fax # (561) 832-0191

e-mail: norm.adams@armoryart.org

PROJECT INFORMATION

- 1. Name of Project: 2008 Summer Camp Program
- 2. Project Description
 - General (Project Scope):
 All day camp consisting of 6 1 or 2 week session for ages
 5-teen
 - Public Purpose: The Armory Art Center seeks to provide youth scholarships for low-income families and continue program expansion to meet the needs of an increasingly growing population of children and families. Grant funding will allow us to enhance our very popular youth classes and summer camp which will provide opportunities for children from different socio-economic backgrounds to participate.
 - Location: 1700 Parker Avenue, West Palm Beach, FL 33401
 - Anticipated Number of Participants/Users: 750 total program
- 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". <u>Do not include expenditure line item budget/ amounts.</u>

Art supplies, Instructor, Interns and Camp Director salaries, model payments, Marketing expenses

- 4. Estimated Lump Sum Total for Project: \$83,000
- 5. 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).

June 1. September 2008

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. Do not submit reimbursement documentation at this time. 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	_

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date

Grantee:		Project Name:			
Submission #:		Reimbursement Period:			
	•				
Item	<u>Key</u>	Project Costs This Submission		Cumulative Project Costs	
Contractual Services	(C) _			•	
Salary & Wages (% of salaries)	(S)				
Materials, Supplies, Direct Purchases	(M)				
Equipment	(E) _	***************************************	· 	····	
Travel	(T) _	· · · · · · · · · · · · · · · · · · ·	<u></u>		
Indirect Costs	(l) <u> </u>		. <u> </u>		
TOTAL PROJECT COSTS					
C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Pure E = Equipment T = Travel I = Indirect Costs Certification: I hereby certify that the above	chases	Certification: I hereby			
expenses were incurred for the work identified being accomplished in the attached progress reports.	as	been maintained as re expenses reported ab- request.	equired to ove and is	support the projec s available for audi	t t upon
Administrator Date		Financial Officer		Date	
					1
	<u> </u>	PBC USE ONLY			
County Funding Participation		\$			
Total Project Costs To Date:		\$	· · · · · · · · · · · · · · · · · · ·		
County Obligation To Date		\$			
County Retainage (%)		\$			
County Funds Previously Disburse	ed	\$			
County Funds Due this Billing		\$			
Reviewed and Approved By:					
	PBC Pro	pject Administrator		Date	
1					

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

	I = Indirect Co	SIS						<u> </u>	
						Dat	te		
	Grantee:				-	Proje	ect Name:		
	Submittal #:			`		Cont	ract Reimburseme	ent Period:	
			Check or Vo	oucher		Invo	ice		
#_	Payee (Vendor/Contractor)	Key	Number	Date	<u> </u>	Number	Date	Amount	Expense Description
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	Certification: I hereby certify that the pure accomplishing this project.	chases i	noted above were u	sed in	Certific docum reques	entation have	eby certify that bid e been maintained	tabulations, executed co	ntract, cancelled checks, and other purchasing he costs reported above and are available for audit upon
	Administrator		Date					<u>, , , , , , , , , , , , , , , , , , , </u>	Date

© ACORD CORPORATION 1988

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			West Palm Beach, FL 334	401-	111	INSURER C:				
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			LANT WOLLI, FL 33401*	•	: (3)		EPRESENTATIVE	7 7	<u> </u>	

ACORD 25 (2001/08)

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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	MIAMI, FL 33131			COMPANIES	AFFORDING COVER	AGE			
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	OTHER THAN UMBRELLA FORM					\$			
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	OTHER								
	RIPTION OF OPERATIONS/LOCATIONS/VEH								
		TO BUT NOT SUBCONTRACTORS (OF:						
	MORY ART CENTER, INC	155 0445 5500544							
KE:	RAP FUNDING FOR 2008 SUMN	IER CAMP PROGRAM							
CEI	RTIFICATE HOLDER		CANCELLATIO		CRIRED POLICIES RE CANCI	LLED REFORE THE			
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL								
	PALM BEACH COUNTY DEPARTMENT OF PARKS AND RECREATION 30 Days written notice to the certificate holder named to the Left,								
	ATTN: SUSAN YINGER		B		E SHALL IMPOSE NO OBLIGA	·			
	2700 6TH AVE S					1			
	LAKE WORTH, FL 3346	1		OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE					
KANDO STATUS				· ·	ON RISK SERVICES,	NAMES OF THE PROPERTY OF THE P			
AC	ORD 25-5 (1/95)				@ ACORD C	ORPORATION 1988			