

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0*	\$0*			
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No X
 Does this item include the use of federal funds? Yes No X

Budget Account Exp No:
 Fund Dept Unit Obj _____
 Rev No:
 Fund Dept Unit Obj _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*There is no fiscal impact associated with this item.

Departmental Fiscal Review: Cherelle Jones
 OK

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Robert Pauer 10/29/2020 John J. Lawbird 11/16/2020
 OFMB (9/29/20) 10/29 Contract Development & Control
 10/29/20 11-13-20 TW

B. Legal Sufficiency:

Helene C. Hoyle 11-17-2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

NORTON MUSEUM OF ART

Afterschool Arts Outreach 2020/2022

This AGREEMENT dated this 27th day of October, 2020, is made by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "Partner Organization/County", and the Norton Museum of Art, Inc., a not for profit corporation, authorized to do business in the State of Florida, (hereinafter referred to as "Museum/Norton Museum of Art").

In consideration of the mutual promises contained herein, the parties agree as follows:

Site: Highridge Family Center

Partner Organization Address: 4200 N Australian Ave, West Palm Beach, FL 33407; (561) 625-2540

Partner Organization: Palm Beach County (Highridge Family Center)

Class day: Weekly*

** day and time as agreed to by the Norton's program artist and the Partner Organization. Due to COVID-19, services are provided virtually, until in-person activities are safe to resume.*

Average Class Size: 8 - 12

Student ages: 11 - 17

Instructor: TBD

The term of the Agreement shall be for two (2) years, commencing on October 1, 2020 through September 30, 2022. Summer dates/days/times to be determined and agreeable to the parties.

BACKGROUND

Norton Afterschool Arts Outreach (formerly known as P.A.C.E), developed in 1991, is a community-based partnership that offers creative arts activities to at-risk children in underserved neighborhoods in our area. Each year, the Norton Museum of Art serves approximately 1000 students through ongoing Afterschool Arts Outreach programs.

The goal of Afterschool Arts Outreach is to benefit children by:

- Fostering creativity and stimulating critical thinking skills for underserved youth in a safe, supportive afterschool environment;
- Offering students an in-depth exposure to the media and traditions of the visual arts through multicultural art projects and museum visits;

- Enriching afterschool program offerings for children considered underserved who live in disadvantaged neighborhoods in Palm Beach County.

Afterschool Arts Outreach classes are free and open to all children ages 5-18 who live in the neighborhoods served by each site. The program has thrived through the years, becoming a national model for arts outreach initiatives.

VISION

The vision of *Norton Afterschool Arts Outreach* is to provide a significant after school arts experience that affords a safe, consistent, and structured environment for children whose lives are often deprived of structure. The second component of the program is to present dynamic, caring role models to help children develop positive self-images through positive achievement. The program seeks to expand the students' world by exposing them to multicultural and arts-integrated history, music, and literature themes, and ideas as well as to the visual arts. It is the Norton Museum of Art's joy and responsibility as an arts institution to provide this service to the community.

MUSEUM RESPONSIBILITIES

- The Norton Museum of Art recruits trained professionals as *Norton Afterschool Arts Outreach* instructors, pays their salaries, and provides art materials and guidelines for all projects.
- The Norton Museum of Art will perform a formal and informal background check prior to installing any instructor or assistant in a site. The formal background check is limited to Florida state and criminal reports, with information obtained directly from the Florida Department of Law Enforcement (FDLE).
- The Norton Museum of Art provides a **two-hour art class up to two days per week** for participants between the **ages of 11 to 17**.
- The Norton Museum of Art oversees and provides direction for the *Norton Afterschool Arts Outreach* instructors and assistant instructors.
- The Norton Museum of Art provides participants complimentary transportation, admission, and a **tour of a cultural organization and/ or the Norton Museum three times per year**.
- The Norton Museum of Art shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the Norton Museum of Art. The Norton Museum of

Art also shall not use funds made available pursuant to this Agreement for the purpose of initiating or pursuing litigation against the County.

- The Norton Museum of Art shall maintain commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence with the County included as an Additional Insured during the term of this agreement, business automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000), and workers' compensation coverage in compliance with Florida Statutes throughout the performance of any after school outreach services.
- *Norton Afterschool Arts Outreach* staff conducts interviews and site assessments at each of the facilities. Written assessments of instructors, visiting artists, site partners, parents and students enable the program to change and improve the learning/teaching environment.
- The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Norton Museum of Art warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall

PARTNER ORGANIZATION RESPONSIBILITIES

The Education Department at the Norton Museum of Art and the *Norton Afterschool Arts Outreach* instructors work in conjunction with local established organizations within the community to maximize the program's effectiveness.

- The Partner Organization provides and operates a facility where the *Norton Afterschool Arts Outreach* classes are held, and is responsible for the general maintenance and cleaning of the facility.
- The Partner Organization provides an operating and easily accessible telephone and an on-site staff person during *Norton Afterschool Arts Outreach* class times.
- The Partner Organization provides access to a computer, copy machine and/or fax machine for *Norton Afterschool Arts Outreach* teaching artist to use during site hours.
- The Partner Organization **provides a roster of students** attending *Norton Afterschool Arts Outreach* classes. **All students must be level 2 or above.**
- The Partner Organization **provides a schedule of the facility's activities**, including meetings by other groups using the site.

- The Partner Organization **provides aid in the coordination of at least three tours of the Norton Museum per year.**
- The Partner Organization **provides aid in the coordination of the onsite Afterschool Arts Outreach exhibitions.**
- The Partner Organization will nominate one staff person to serve as primary contact between *Norton Afterschool Arts Outreach* staff and the partner organization. *Norton Afterschool Arts Outreach* will be notified about this contact prior to the opening of the *Afterschool Arts Outreach class*.

Main Contact:

Name: Heli M. Pandini
Tel: (561) 625-2540

Title: Residential Counseling Coordinator
Email: hpandini@pbcgov.org

COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. The Norton Museum of Art shall execute the Agreement by manual means only, unless the County provides otherwise.

E-VERIFY - EMPLOYMENT ELIGIBILITY

The Norton Museum of Art warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, the Norton Museum of Art shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Museum of Art's subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

The Norton Museum of Art shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. The Norton Museum of Art shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement, which requires a longer retention period.

The County shall terminate this Agreement if it has a good faith belief that the Norton Museum of Art has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

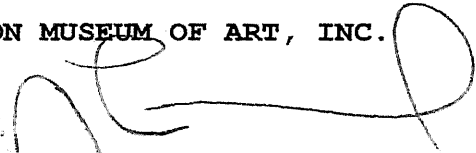
If the County has a good faith belief that the Norton Museum of Art's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, the County shall notify the Norton Museum of Art to terminate its contract with the subconsultant and the Norton Museum of Art shall immediately terminate its contract with the subconsultant.

If the County terminates this Agreement pursuant to the above, the Norton Museum of Art shall be barred from being awarded a future contract by the County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, the Norton Museum of Art shall also be liable for any additional costs incurred by the County as a result of the termination.


IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County and Norton Museum of Art has hereunto set its hand the day and year above written.

NORTON MUSEUM OF ART, INC.

By:


John L. Safranek
Chief Financial Officer

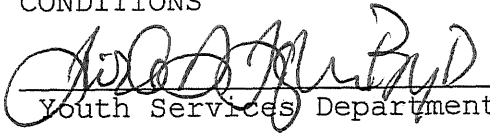
By:


Yimarie Rivera
Associate Curator of Education

COUNTY:

APPROVED AS TO TERMS
AND CONDITIONS

By:


Youth Services Department

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: /s/Helene C. Hvizd
County Attorney

By: 
Tammy K. Fields, Director
Youth Services Department