

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	(\$865,000)				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(\$865,000)				
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No.: Fund 1164 Dept 760 Unit 212D Object 8201
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Funds have not been expended and will remain with the County

C. Department Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

ASD/Off 3/13/26 Brandi Matthews 3/14/26
313 OFMB Contract Dev. and Control
313 26, 3.13.26

B. Approved as to form and Legal Sufficiency:

[Signature] 3/23/26
 County Attorney

C. Approved as to Terms and Conditions:

[Signature]
 Department Director

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

Continued from page 1.

Summary (continued): The Cultural Council and County staff have not processed the reimbursement request, as the Grant Agreement provides, among other rights, that pursuant to Section 4C, the County, in its sole discretion, is not obligated to honor reimbursement requests if the Center ceases or suspends the Capital Improvement. The County has the right to make the determination that the Center has ceased or suspended the Capital Improvement, and the Center Agreed to be bound by the County's determination, pursuant to the Grant Agreement. Furthermore, Section 4D of the Grant Agreement provides that the County has the right to withhold reimbursement if the Capital Improvement is not completed. In addition, Section 25 of the Grant Agreement provides that in the event the Center fails to comply with the terms of the Grant Agreement, the County (following issuance of a notice of default) has the right to terminate the Grant Agreement without further obligation to honor reimbursement requests submitted by the Center. Upon termination of the Grant Agreement, the Center has an obligation to return to the County any funds already collected under the Grant Agreement. After exchanges held with the Center's representatives, on July 17, 2025, the Center withdrew its reimbursement request and agreed to terminate the Grant Agreement. On October 20, 2025, Mr. Emanuel Perry sent a notice of default confirming the Grant Agreement termination and withdrawal of the reimbursement request. Staff concurs with the Center's request to withdraw the reimbursement request and recommends terminating the Grant Agreement. **These are County ARPA Response Replacement funds that do not require a local match. Countywide (YBH)**



**Tourist Development Council
Administration**

2195 Southern Boulevard, Suite 500
West Palm Beach, FL 33406
(561) 233-3130
www.pbc.gov



**Palm Beach County
Board of County
Commissioners**

Sara Baxter, Mayor

Marci Woodward, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Joel G. Flores

Maria Sachs

Bobby Powell Jr.

County Administrator

Joseph Abruzzo

"An Equal Opportunity Employer"
Official Electronic Letterhead

Date:

The Center For Arts & Innovation
Attn: Ms. Andrea Virgin
433 Plaza Real, Suite 271
Boca Raton, FL, 33432

Re: Notice of Termination of Grant Agreement (R2024- 0661) between
Palm Beach County (County) and The Center for Arts& Innovation, Inc.
(Center) (Agreement)

Dear Ms. Andrea Virgin:

Pursuant to Section 25 of Agreement, the County is hereby providing the Center with the requisite notice of termination. The County received an email from the Center on July 17, 2025, consenting to terminate the Agreement and abandoning the Center's reimbursement request. The Center has ceased and /or suspended, and has not completed the Capital Improvement, as defined in and in violation of the Agreement. A default notice was sent from the County on October 20, 2025. Therefore, the Agreement is terminated as of the date of this Notice.

If you have any questions or require further information, please feel free to contact Emanuel Perry, Executive Director of the Tourist Development Council at eperry@palmbeachfl.com or 561.233.3066.

Sara Baxter, Mayor
Palm Beach County Board of County Commissioners

CC:

Emanuel Perry Eperry@palmbeachfl.com

Dave Lawrence dlawrence@palmbeachculture.com

Yelizaveta Herman lherman@pbc.gov

Joseph Abruzzo jabruzzo@pbc.gov

Todd J. Bonlarron tbonlarr@pbc.gov



Date: October 20, 2025

**Tourist Development Council
Administration**
2195 Southern Boulevard, Suite 500
West Palm Beach, FL 33406
(561) 233-3130
www.pbc.gov

The Center for Arts & Innovation, Inc.
Attn: Ms. Andrea Virgin
433 Plaza Real, Suite 271
Boca Raton, FL, 33432

Re: Notice of Default of Agreement (R2024-0661) between Palm Beach County (County) and The Center for Arts & Innovation, Inc. (Center) (Agreement).

Dear Ms. Andrea Virgin:

Pursuant to Section 25 of Agreement, the County is hereby providing the Center with Notice of Default.

On June 4, 2024, the County approved the Agreement to fund certain capital improvements (Capital Improvement) to help offset expenses of the Center's larger capital infrastructure project. The Agreement requires County approval of any proposed changes to the Capital Improvement. As discussed, the Center no longer has rights to any real property where to construct its capital infrastructure project. The Center has ceased and/or suspended and has not completed the Capital Improvement, in violation of the Agreement. On July 17, 2025, the Center confirmed it was withdrawing its previously submitted reimbursement request under the Agreement and agreed to terminate the Agreement. The County's termination of the Agreement is expected to shortly follow this Notice of Default.

If you have any questions or require further information, please feel free to contact me at eperry@palmbeachfl.com or 561.233.3066.

A handwritten signature in black ink, appearing to read "Emanuel Perry", is written over a horizontal line.

Emanuel Perry, Executive Director
Tourist Development Council

CC:
Joseph Abruzzo jabruzzo@pbc.gov
Todd Bonlarron tbonlarr@pbc.gov
Dave Lawrence dlawrence@palmbeachculture.com
Yelizaveta Herman lherman@pbc.gov

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County Administrator

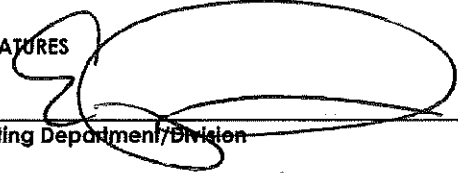

Joseph Abruzzo

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
EXPENDITURE BUDGET TRANSFER**

BGEX _____ 030226*1138 _____

FUND 1164 - ARPA Response Replacement Fund _____

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 3/12/26	REMAINING BALANCE
EXPENDITURES									
760-212D-8201	Contributions-Non-Govts Agnces	Boca Raton Cénter for Arts & Innovation	0	865,000	0	865,000	0	0	0
820-9900-9995	*Other Reserves	Reserves	0	10,431,397	865,000	0	11,296,397	0	11,296,397
	Total Expenditures				865,000	865,000			

SIGNATURES _____ DATES _____
 3/13/26
 Initiating Department/Division _____
 3/13/26
 Administration/Budget Department Approval _____
 OFMB Department - Posted _____

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: _____ 4/14/2026 _____

Deputy Clerk to the
Board of County Commissioners

R2024 0661 JUN 04 2024

AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CENTER FOR ARTS & INNOVATION, INC. FOR THE CULTURAL CAPITAL FUND GRANT

This AGREEMENT is made as of the 4th day of June, 2024 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (COUNTY), and THE CENTER FOR ARTS & INNOVATION, INC., (GRANTEE), authorized to do business in the State of Florida, whose Federal I.D. is 83-2727388 (individually, PARTY, and collectively, PARTIES).

WHEREAS, the COUNTY has determined that it is in the best interest of the residents and visitors of Palm Beach County to support cultural organizations which provide entertainment and education to COUNTY residents and visitors; and

WHEREAS, the COUNTY, through the budgetary process has approved allocation of Three Million Dollars (\$3,000,000) to be spent between September 1, 2023, and December 31, 2026, to support cultural infrastructure projects of various local non-profit cultural organization; and

WHEREAS, the COUNTY has contracted with the Cultural Council of Palm Beach County, Inc. (COUNCIL) for the COUNCIL to administer and monitor the cultural capital fund grants(R2024-0103); and

WHEREAS, the GRANTEE is a non-profit cultural organization, seeking the cultural capital fund grant described herein (GRANT) to fund certain capital improvement(s) (CAPITAL IMPROVEMENT) to help offset expenses of GRANTEE's larger capital infrastructure project; and

WHEREAS, the COUNTY has determined that the GRANT for the CAPITAL IMPROVEMENT is a COUNTY public purpose by providing needed upgrades to enhance the public's experience and attract visitors to Palm Beach County; and

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the PARTIES hereby agree:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Term. The term of this AGREEMENT will commence on June 5, 2024, and shall remain in full force and effect until December 31, 2026.
3. GRANT Description. COUNTY agrees to reimburse the GRANTEE the GRANT amount not to exceed \$865,000 for the costs associated with the CAPITAL IMPROVEMENT, as described in EXHIBIT A. Any changes to the CAPITAL IMPROVEMENT, as described in EXHIBIT A, shall first be submitted to the COUNCIL for review. The COUNCIL shall convey proposed changes to EXHIBIT A to the COUNTY for approval. No expense related to a change in EXHIBIT A will be reimbursed, unless approved as provided herein.
4. Payment of GRANT Funds.
 - A. No GRANT funds shall be advanced by COUNTY to or on behalf of GRANTEE.
 - B. On or before the fifth (5th) day of each COUNTY fiscal quarter, the GRANTEE may submit to the COUNCIL the Request for Payment of Grant Funds, attached as EXHIBIT C (REQUEST), for costs incurred under this AGREEMENT. Upon approval of the REQUEST by the COUNCIL, the REQUEST shall be submitted by the COUNCIL to the Clerk of the Circuit Court and Comptroller, Palm Beach County for processing and payment in accordance with this AGREEMENT and applicable by law. Each REQUEST submitted by GRANTEE shall include a reference to its previous authorization, shall be itemized in sufficient detail for pre-payment audit thereof, shall be supported by copies of the corresponding paid vendor invoices and substantiated proof of receipt or proof of performance of the goods and services

- invoiced; and any further documentation deemed necessary by the COUNCIL or COUNTY. COUNTY shall not pay GRANTEE for any REQUEST, including any invoice, unless and until the CLERK's prepayment audit thereof in accordance with law.
- C. In the event GRANTEE ceases to exist, or ceases or suspends the CAPITAL IMPROVEMENT for any reason, any remaining unpaid portion of this AGREEMENT shall be retained by COUNTY, and COUNTY in its sole discretion, shall have no further obligation to honor reimbursement requests submitted by GRANTEE. COUNTY shall make the determination that GRANTEE has ceased or suspended the CAPITAL IMPROVEMENT and GRANTEE agrees to be bound by COUNTY's determination.
- D. COUNTY reserves the right to withhold GRANT reimbursement if the CAPITAL IMPROVEMENT is not completed, as specified in EXHIBIT A.
5. GRANTEE's Obligations.
- A. GRANTEE shall use the GRANT only for the CAPITAL IMPROVEMENT, as specified in EXHIBIT A and in compliance with this AGREEMENT.
- B. In recognition of the GRANT, GRANTEE shall credit the COUNTY by predominantly displaying the COUNTY logo and credit designation "In recognition of support, the Palm Beach County Board of County Commissioners", as more specifically outlined in EXHIBIT B.
- C. GRANTEE shall abide by any written instructions or conditions placed on the GRANTEE by the COUNTY, whether or not included in this AGREEMENT.
- D. GRANTEE shall be solely responsible for all aspects of the CAPITAL IMPROVEMENT, including but not limited to securing funding, securing all permits and approvals, procuring all labor and materials, and maintaining the CAPITAL IMPROVEMENT consistent with the intent of this AGREEMENT.
- E. GRANTEE shall comply with all applicable laws, rules, ordinances and regulations.
6. Monitoring and Inspection. The COUNCIL shall monitor and conduct an evaluation of compliance with this AGREEMENT. GRANTEE shall provide COUNCIL staff and board members, the Board of County Commissioners, TOURIST DEVELOPMENT COUNCIL staff and members, and/or other COUNTY representatives full access, including but not limited to parking, meals and entertainment, without cost to the CAPITAL IMPROVEMENT and related activities funded in part by the COUNTY to observe, encourage, and/or monitor the GRANTEE's program, procedures, and operations under this Grant, or to discuss the GRANTEE's CAPITAL IMPROVEMENT with the GRANTEE's personnel. The GRANTEE shall notify the COUNTY prior to any key stakeholder events to allow for participation of COUNTY officials, which may include, but is not limited to, the County's Mayor, County Commissioners, County Administration, Department Staff or other County Official(s) (COUNTY REPRESENTATIVES). Such participation shall be reasonable relative to any such event's capacity restrictions, and overall purpose and shall be determined by COUNTY, in consultation with GRANTEE. To encourage and facilitate COUNTY's participation, as part of the consideration for this Agreement, the GRANTEE shall provide a reasonable number, as determined by the COUNTY, of complimentary tickets to key stakeholder events during the term of this Agreement to the COUNTY for further distribution to COUNTY REPRESENTATIVES. The COUNTY hereby authorizes GRANTEE to provide such access directly to said persons on the County's behalf. In so doing, GRANTEE shall take all reasonable efforts to communicate to said persons that the access to CAPITAL IMPROVEMENT and to any the key stakeholder events is being provided pursuant to this Agreement, and that the County is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by the COUNTY at any time for any reason upon notice to CAPITAL IMPROVEMENT.
7. Authority to Execute This Agreement. Any person executing this AGREEMENT hereby warrants and represents that he or she has received all corporate, government, association, or entity authorization necessary to enter this AGREEMENT.
8. Notices. All notices required under this AGREEMENT shall be in writing and shall be personally

delivered; sent certified mail, return receipt requested; or e-mail with verbal confirmation to:

As to the COUNTY:

Emanuel Perry,
Executive Director
Palm Beach County Tourist Development Council
2195 Southern Boulevard, Suite 500
West Palm Beach, Florida 33406
561-233-3066

with a copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
561-355-2225

Verdenia C. Baker County Administrator Palm Beach County
301 North Olive Avenue
West Palm Beach, Florida 33401
561-355-6726

As to GRANTEE:

Andrea Virgin
433 Plaza Real, Suite 271
Boca Raton, FL 33432

These names and addresses can be modified at any time by written notice to the remaining signatories to this AGREEMENT.

9. Delegation of Duty. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.
10. Filing. A copy of this AGREEMENT shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.
11. Indemnification. GRANTEE shall protect, defend, reimburse, indemnify and hold 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 GRANTEE.
12. Public Records. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the GRANTEE: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the GRANTEE shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The GRANTEE is specifically required to:
 - A. Keep and maintain public records required by the COUNTY to perform services as provided under this AGREEMENT.
 - B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY 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 Chapter 119 or as otherwise provided by law. The GRANTEE further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM

CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- 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 AGREEMENT term and following completion of the AGREEMENT, if the GRANTEE does not transfer the records to the public agency.
- D. Upon completion of the AGREEMENT the GRANTEE shall transfer, at no cost to the COUNTY, all public records in possession of the GRANTEE unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the GRANTEE transfers all public records to the COUNTY upon completion of the AGREEMENT, the GRANTEE shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the AGREEMENT, the GRANTEE shall meet all applicable requirements for retaining public records. All records stored electronically by the GRANTEE must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.
- E. Failure of the GRANTEE to comply with the requirements of this article shall be a material breach of this AGREEMENT. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. GRANTEE acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- 13. Inspector General. Palm Beach County has established the office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present, and proposed County contracts, transactions, accounts, and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of GRANTEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. GRANTEE's failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- 14. Non-Discrimination. 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 Parties warrant and represent 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 be considered default of the AGREEMENT.

15. **Remedies/Jury Waiver.** This AGREEMENT shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the AGREEMENT will be held in a competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any PARTY is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this AGREEMENT is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a PARTY to this Agreement, including but not limited to, any citizen or employees of the COUNTY and/or GRANTEE.

BY ENTERING INTO THIS AGREEMENT, ALL PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

16. **Insurance.** The GRANTEE shall maintain at its sole expense, in force and effect at all times during the term of this AGREEMENT, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the AGREEMENT. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by GRANTEE, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by GRANTEE under the AGREEMENT. GRANTEE agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** GRANTEE shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- B. **Workers' Compensation Insurance & Employer's Liability:** GRANTEE shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

- C. **Professional Liability:** GRANTEE shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of GRANTEE's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, GRANTEE warrants the Retroactive Date equals or precedes the effective date of this AGREEMENT. In the event the policy is canceled, non-renewed, switched to an Occurrence Form,

retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this AGREEMENT, GRANTEE shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the AGREEMENT term. The requirement to purchase a SERP shall not relieve the GRANTEE of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- D. **Waiver of Subrogation:** Except where prohibited by law, GRANTEE hereby waives any and all rights of

Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. 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 GRANTEE shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should GRANTEE enter into such an agreement on a pre-loss basis.

- E. **Certificates of Insurance:** On execution of this AGREEMENT, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this AGREEMENT, the GRANTEE shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this AGREEMENT have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners and may be addressed:
c/o Department

Using the address as indicated in the "Notices" article or another address on agreement of the parties.

- F. **Right to Revise or Reject:** 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, coverage, or endorsements.
17. **Severability.** In the event that any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid or is otherwise unenforceable, then such provision shall be deemed null and void and shall be severable but shall not invalidate any other provision of this AGREEMENT.
18. **Public Entity Crimes.** As provided in F.S. 287.132-133, by entering into this AGREEMENT or performing any work in furtherance hereof, GRANTEE 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
19. **Scrutinized Companies.** As provided in F.S. 287.135, by entering into this AGREEMENT or performing any work in furtherance hereof, the GRANTEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if GRANTEE is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
20. **E-Verify-Employment Eligibility.** GRANTEE warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of GRANTEE's subcontractors and subconsultants performing the duties and obligations of this AGREEMENT are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

GRANTEE shall obtain from each of its subconsultants and subcontractors 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. GRANTEE 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.

COUNTY shall terminate this AGREEMENT if it has a good faith belief that GRANTEE has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that GRANTEE's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify GRANTEE to terminate its contract with the subcontractor and GRANTEE shall immediately terminate its contract with the subcontractor. If the COUNTY terminates this AGREEMENT pursuant to the above, GRANTEE shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this AGREEMENT was terminated. In the event of such contract termination, GRANTEE shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

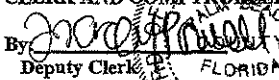
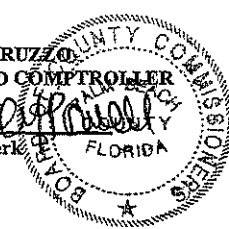
21. Entirety of Agreement. The PARTIES agree that this AGREEMENT, together with any attached exhibits, sets forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.
22. Grant Agreement Submission: GRANTEE shall execute the AGREEMENT through an approved COUNTY Electronic Signature Software. If GRANTEE is unable to access the approved software GRANTEE shall submit three (3) signed copies of the AGREEMENT, with approved signatures. If the GRANTEE fails to submit the required copies of the AGREEMENT, the COUNTY may decline to review and execute the AGREEMENT.
23. Counterparts: The 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 GRANTEE execute the AGREEMENT by manual means only, unless the COUNTY provides otherwise.
24. Assignment. The GRANTEE is not permitted in any manner to assign its rights or obligations under this AGREEMENT, and any purported assignment will be void.
25. Termination. The PARTIES agree that in the event GRANTEE fails to comply with the terms of this AGREEMENT, the COUNTY will provide to GRANTEE notice of default and may provide GRANTEE thirty (30) days written notice to cure the default. In the event GRANTEE fails to cure the default within the thirty (30) day cure period, the COUNTY will have the right to terminate this AGREEMENT, shall have no further obligation to honor reimbursement requests submitted by GRANTEE, and GRANTEE shall return any COUNTY funds already collected by GRANTEE under this AGREEMENT. The effective date of the termination will be the notice of termination.
26. Independent Contractor. The GRANTEE is, and shall be, in the performance of all work services and activities under this AGREEMENT, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to the GRANTEE'S sole direction, supervision, and control.

The GRANTEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the GRANTEE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employee or agents of the COUNTY. The GRANTEE does not have the power or authority to bind the COUNTY in any promise, agreement, or representation.

(This space intentionally left blank)

WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AGREEMENT on behalf of the COUNTY and GRANTEE has hereunto set its hand the day and year above written.

R2024 0661

ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER
By: 
Deputy Clerk


JUN 04 2024
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: 
Maria Sachs, Mayor

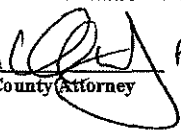
THE CENTER FOR ARTS & INNOVATION, INC.

DocuSigned by:

Signature

Andrea Virgin, Chair & CEO
Print Name & Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:  For L. Herman
County Attorney

APPROVED AS TO
TERMS AND
CONDITIONS

DocuSigned by:

By: Emanuel Perry
Department Director

EXHIBIT A

CAPITAL IMPROVEMENT DESCRIPTION

- CAPITAL IMPROVEMENT** description. **CAPITAL IMPROVEMENT** consists of construction of the improvements identified below. The **GRANT** will be used to offset costs as shown below:

Design Architect - Renzo Piano Building Workshop - Design Architect

Description	Rate	Hours	TCAI	CCPBC	Total
R. Piano	\$ 645	668	\$ 479,791	\$ 76,584	\$ 556,475
Partner	495	2,174	914,711	151,568	1,076,279
Associate	315	2,176	582,624	102,816	685,440
Architect	210	2,090	373,065	65,835	438,900
Junior Architect	170	2,100	303,736	53,264	357,000
Model Maker	180	1,301	199,053	35,154	234,207
3D Visualization Designer	195	1,400	232,050	40,979	273,029
		11,909	\$ 3,085,030	\$ 536,300	\$ 3,521,330

Davis Brody Bond Page (Page Southerland Page, Inc.) - Architect of Record

Description	Rate	Hours	TCAI	CCPBC	Total
Partner	\$ 385	484	\$ 180,958	\$ 25,372	\$ 206,330
Associate Partner	279	967	240,116	29,677	269,793
Senior Associate	259	1,451	334,470	41,339	375,809
Intermediate Architect	171	1,450	220,676	27,293	247,969
Staff	114	484	49,107	6,089	55,176
		4,836	\$ 1,005,337	\$ 129,750	\$ 1,135,087

Fisher Daniels Associates, Inc. - Theatre Consultants

Description	Rate	Hours	TCAI	CCPBC	Total
President	\$ 320	1,009	\$ 288,575	\$ 54,366	\$ 342,941
Principals	300	758	191,016	36,384	227,400
Associates	260	253	55,285	10,525	65,810
Senior Consultants	250	253	53,130	10,120	63,250
Consultants	240	253	51,005	9,715	60,720
		2,526	\$ 618,981	\$ 121,100	\$ 740,081

The Projects Group - Owners Representative

Description	Rate	Hours	TCAI	CCPBC	Total
VP Project Executive	\$ 285.00	1,135	\$ 273,986	\$ 49,660	\$ 323,646
Project Manager	165.00	1,139	169,745	26,190	187,935
		2,274	\$ 433,731	\$ 77,850	\$ 511,581

Grand Total		21,545	\$ 5,143,079	\$ 665,000	\$ 5,808,079
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EXHIBIT B
RECOGNITION

GRANTEE shall install and maintain in perpetuity a listing on **GRANTEE**'s donor wall, located in front entrance.

GRANTEE shall submit to the **COUNCIL** a photograph of County recognition, as provided below, prior to **REQUEST** for final reimbursement.



**In Recognition of Support Provided by
Palm Beach County Board of County Commissioners**

EXHIBIT C
REQUEST FOR PAYMENT OF GRANT FUNDS

Board of County Commissioners
Palm Beach County, Florida

Agreement: AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CENTER FOR ARTS & INNOVATION, INC. FOR THE CULTURAL CAPITAL FUND GRANT

GRANTEE: THE CENTER FOR ARTS & INNOVATION, INC.

Amount to be Paid: \$ _____

The GRANTEE submits this request for payment of grant funds, with accompanying invoices and other supporting documentation, to Palm Beach County, Florida (County) for payment under the above-referenced Agreement of the Amount set forth above from moneys held by the Clerk. In this regard, the undersigned hereby certifies as follows:

- (i) that the obligation described above was incurred and is a proper charge against the Agreement;
- (ii) that the obligation described above was incurred by, or through, the GRANTEE and that each item thereof is a proper charge against the Agreement and has not been the basis of any previous payment request;
- (iii) that all prior distributions made pursuant to previous requests for payment relating to this Agreement were applied in the manner set forth in such requests for payment;
- (iv) that all required insurance and governmental approvals needed for the work at this time, are in full force and effect;
- (v) that the work performed to date has been satisfactorily performed in accordance with GRANTEE's contractual requirements with its consultants and/or contractors; and
- (vi) that there has not been filed or served upon the County or the GRANTEE a notice of any valid lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any moneys payable to any of the persons named in such request for payment which has not been released or will not be released simultaneously with the payment of such obligation.

THE CENTER FOR ARTS & INNOVATION, INC.

CULTURAL COUNCIL OF PALM BEACH COUNTY

By: _____
Signature

By: _____
Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____



CENTERF-01

SUSANBELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

PRODUCER: NFP Property & Casualty Services, Inc. 6500 Rock Spring Drive Suite 500 Bethesda, MD 20817. CONTACT NAME, PHONE, FAX, ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: RISK CAT, TYPE OF INSURANCE, ADDL SUBRS, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and D&O Professional.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured. Carrier will endeavor to provide 30 days advance notice of cancellation for non renewal and 10 days advance notice for cancellation for any other reason.

CERTIFICATE HOLDER: Palm Beach County Board of County Commissioners 301 North Olive Ave West Palm Beach, FL 33401. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Megan Aively