

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 4, 2024

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: an Agreement with Faith's Place Center For Arts Education, Inc., (Faith's Place) for the Operation of Summer Camp at Westgate Park and Recreation Center effective June 10, 2024 through July 26, 2024.


Summary: The Parks and Recreation Department (Department) wishes to continue its summer day camp programming by partnering with not-for-profit organizations for the operation of summer camps at certain County owned recreation centers. Faith's Place, will utilize space at Westgate Recreation Center for up to 100 children. Registration will be open to the public and Youth Services Summer Camp scholarship recipients are eligible to attend. Faith's Place is responsible for all operating expenses and ensuring compliance with CDC guidelines associated with summer day camp programs. In exchange, the County will provide use of the facility at no charge. District 7(AH)

Background and Justification: Since FY 2020, as a recreational partnership efficiency and cost saving measure, the Department has partnered with recreation focused not-for-profit organizations for summer camp at recreation centers. In FY 2021, the Department partnered with Faith's Place to manage the summer camp program at Westgate Park and Recreation Center, maintaining a yearly partnership thereafter. Faith's Place Center for Arts Education is a not-for-profit organization that serves underprivileged youth in Palm Beach County. Faith's Place is dedicated to empowering youth in diverse underserved communities through recreation, social responsibility, healthy living, technology, and arts education.

Attachment: Faith's Place Center for Arts Education Agreement

Recommended by: 
Department Director

5/8/24
Date

Approved by: 
Assistant County Administrator

5/15/24
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget:	Yes	<u>X</u>	No	_____
Does this item include use of Federal Funds?	Yes	_____	No	<u>X</u>
Does this item include use of State Funds?	Yes	_____	No	<u>X</u>

Budget Account No.: Fund 0001 Department 580 Unit 5243
 Object Various / Revenue Source _____ Program _____


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

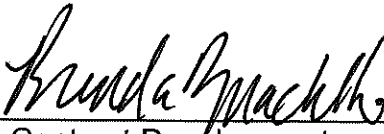
There is no fiscal impact associated with this agenda item.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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


 OFMB Slattery
JA 5/9 MD 5/9


5/14/24
 Contract Development and Control
MD 5/14/24

B. Legal Sufficiency:


5-15-24
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND FAITH'S PLACE CENTER FOR ARTS
EDUCATION, INC. FOR COORDINATION OF
SUMMER CAMP**

This Agreement is made on the _____ day of _____, 20____ between Palm Beach County, political subdivision of the State of Florida, ("County") and the Faith's Place Center for Arts and Education, Inc., a not for profit corporation, authorized to conduct business in the State of Florida ("Corporation").

WITNESSETH:

WHEREAS, the County owns and operates the Westgate Recreation Center, a public facility dedicated to recreation, wellness, out of school time programs and civic engagement, hereinafter referred to as "Premises"; and

WHEREAS, the Corporation was established as a not-for-profit organization dedicated to empowering youth in diverse underserved communities through social responsibility, healthy living, technology and arts education; and

WHEREAS, the Corporation, is a provider of summer camp services for children ages 5-18 and also provides fitness and wellness, literacy, mentoring and arts education programs; and

WHEREAS, the County and Corporation desire to clearly define their respective roles for the effective and efficient support, management, operation, and use of said Premises for the provision of summer camp; and

WHEREAS, the County and Corporation, recognize the benefits to be derived by partnering together; and

WHEREAS, entering into this Agreement serves a public purpose.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. **Recitals**: The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Purpose**: The purpose of this Agreement is to enable the Corporation and County to define roles and responsibilities to provide summer camp for youth ages 5-18 at the Premises.
3. **Definitions**:
 - A. "County Facilities": facilities on real property owned or operated by the County, excluding facilities that are leased, licensed or under the contractual control of others.
 - B. "Westgate Recreation Center": as depicted on **Exhibit "A"** means County Facilities located at 3691 Oswego Avenue, West Palm Beach, FL 33409. Park amenities include basketball courts, multipurpose field, soccer field,

open green space, picnic pavilion, playground, a gymnasium, splash park, fitness zone, offices, restrooms, meeting rooms, and surrounding property.

C. "Department": the Palm Beach County Parks and Recreation Department, located at 2700 Sixth Avenue South, Lake Worth, Florida 33461.

4. **The Corporation shall:**

- A. Provide direct funding for all operating expenses associated with approved summer camp programs in accordance with Exhibit B and including but not limited to personnel expenses, independent contractors, onsite entertainment, program supplies, field trips, transportation and office supplies. In the event Corporation denies approval of funding, County shall not be liable for the above expenses.
- B. Operate youth summer camp programs, open to public registration, for up to 7 (seven) one-week sessions, Monday — Friday beginning June 10, 2024 and ending July 26, 2024 (except Wednesday, June 19 and Thursday, July 4). Camp hours will be from 7:15am until 5:30pm, daily. The camp will load in equipment and supplies on Friday, June 7, 2024 and load out Friday, July 26, 2024.
- C. Register up to 150 campers.
- D. Complete comprehensive background/sexual predator checks (state and federal checks, and fingerprinting) for all camp staff and personnel rendering direct services to camp participants, and payment of all related costs.
- E. Ensure adequate and qualified adult supervision of campers during all camp activities, through compliance with the State of Florida and CDC teacher/child ratio, and safety regulations, and agreed upon by both parties.
- F. Provide cleaning and disinfectant supplies and equipment and conduct enhanced cleaning and disinfecting of programming areas during camp hours.
- G. Ensure all campers who cannot supply their own lunch receive a nutritious meal and all campers will be provided with a nutritious snack.
- H. Ensure that all camp supervisory staff receive necessary training, including CPR and first aid training.
- I. Complete County indemnification forms, reports for all accidents, incidents, or unusual occurrences.
- J. Identify and report child abuse and neglect, as required by law.
- K. Comply with the Americans with Disabilities Act (ADA) and HIPAA.
- L. Adhere to all relevant federal, state and local law(s), including, but not limited to: local zoning requirements; certificate of occupancy; fire inspection; and health department requirements.

5. **The County shall:**

- A. Allow the Corporation use of the Premises, as depicted in Exhibit "A" for youth summer camp programs.
- B. Provide the Corporation with County employee assistance as needed during summer day camp hours to assist with operations. The County employee will not have direct contact with campers and will only be acting in support of day camp staff.
- C. Adhere to all relevant federal, state and local law(s), including, but not limited to: local zoning requirements; certificate of occupancy; fire inspection; and health department requirements.
- D. Ensure that the Premises have appropriate space including but not limited to one isolation room, and "home base" rooms to comply with CDC guidelines.
- E. Provide tables, chairs, and storage space for recreational equipment, administrative files and a secure cabinet for medication.
- F. Make available adequate outdoor recreational/green space at the Premises.
- G. Custodial staff to clean communal areas of the Premises.
- H. As budget permits, staff to monitor/secure Premises and grounds.

6. **Insurance:** The Corporation shall maintain at its sole expense, in full force and effect at all times during the term of this Agreement the insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be grounds for termination of services. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by Corporation, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Corporation under the Contract. Corporation agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where applicable, coverage and endorsements shall apply on a primary basis and non-contributory basis.

- A. **Commercial General Liability:** Corporation shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operation, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interest or Cross Liability. Coverage shall be provided on a primary basis and shall include Sexual Abuse/ Molestation Coverage at a sublimit of not less than \$250,000.
- B. **Business Auto Liability:** Corporation shall maintain Business Auto Liability at a limit of liability not less than \$1,000,000 each accident.
- C. **Workers' Compensation Insurance & Employer's Liability:** Corporation shall maintain Workers' Compensation in accordance with Florida Statute Chapter 440. Policy shall include coverage for Employer's Liability.

- D. **Additional Insured Clause:** The Commercial General Liability and the Business Automobile liability policies shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- E. **Waiver of Subrogation:** Corporation 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 Corporation 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 which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Corporation enter into such an agreement on a pre-loss basis.
- F. **Certificate(s) of Insurance:** Prior to each renewal of this Agreement, within forty-eight (48) hours of a request by COUNTY. Subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Corporation shall deliver to COUNTY, or COUNTY's contracted insurance tracking vendor, a signed Certificate(s) of Insurance evidencing that all types and at least the minimum limits of insurance coverage required by this Contract have been obtained and are in full force and effect.
- G. **Umbrella or Excess Liability:** If necessary, Corporation may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Corporation agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true Follow-Form" basis.
- H. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to reject, review, and, or modify any required insurance, including limits, coverage, or endorsements, throughout the term of this Agreement.
7. **Indemnification:** Corporation 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 Corporation's performance of the terms of this Agreement or due to the acts or omissions of Corporation.

8. **Default:** The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.
9. **Term:** The term of this Agreement shall be for a period of six (6) months from the date of execution, unless either party provides a written notice of intent to terminate the agreement to the other party thirty (30) days in advance.
10. **Availability of Funds:** Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.
11. **Notice:** All notices required in this Agreement are to be hand delivered or sent by certified mail, return receipt requested.

IF TO COUNTY:

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

IF TO CORPORATION:

Director
Faith's Place Center for Arts Education, Inc.
954 44th Street
West Palm Beach, Florida 33407

12. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Corporation certifies that it, affiliates, suppliers, subcontractors and Contractors 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 FS 287.133(3)(a).
13. **Criminal History Records Check:** The Corporation Corporation's employees, subcontractors of Corporation and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015- 0572, as amended. The Corporation is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Corporation acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

This Agreement may include sites and/or buildings which have been designated as either

"critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. County staff representing the County department will contact the Corporation(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Corporation shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the County. If the Corporation or its subcontractor(s) terminates an employee who has been issued a badge, the Corporation must notify the County within two (2) hours. At the time of termination, the Corporation shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the Corporation if the Corporation 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the County regarding a terminated Corporation employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

14. **Regulation: Licensing Requirements:** Corporation shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Corporation is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.
15. **Nondiscrimination:** 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 Corporation 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, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. Failure to meet this requirement shall be considered default of this Agreement.

As a condition of entering into this Agreement, the Corporation represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2017-1770, as amended. As part of such compliance, the Corporation shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Corporation retaliate against any person for reporting instances of such discrimination. The Corporation shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Corporation understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and

creates no obligation to, any third party, Corporation shall include this language in its subcontracts,

16. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
17. **Termination:** Notwithstanding any provision of this Agreement to the contrary this Agreement may be terminated, in whole or in part, by either party, with or without cause, upon thirty (30) days written notice to the other party. Upon termination of this Agreement, any and all permanent improvements or additions made by Corporation to Parks and Recreation Center Premises shall remain the property of the County. Supplies and equipment either donated by Corporation or purchased with Corporation funds are considered Corporation property and shall remain with the Corporation.
18. **Access to County Facilities:** County reserves the right to cancel in-progress or future programs/events on County property and/or restrict access of Corporation or program participants to County property during an emergency, including but not limited to a pandemic or disaster.
19. **Dispute Resolution:** In the event an issue arises which cannot be resolved between Corporation and the County's Director of Recreation Services regarding the use or availability of Premises the dispute shall be referred to the Executive Director of the Faith's Place Center for Education, Inc. and the Director of the County's Parks and Recreation Department who shall both make a good faith effort to resolve the dispute.
20. **Entirety of Agreement:** County and Corporation agree that this Agreement 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 contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
21. **Access and Audits:** If applicable, should any portion of the payments made to Corporation include Corporation's charges, expenses, and costs incurred in estimating and performing the services to be performed hereunder, Corporation will maintain adequate records to justify all such charges, expenses, and costs for at least five (5) years after the expiration or termination of this Agreement. The County shall have access to all such books, records, and documents for the purpose of inspection or audit during normal business hours at Corporation's place of business.

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 the Corporation, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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.

22. **Independent Contractor:** The Corporation is, and shall be, in the performance of provisions pursuant to this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. The Corporation does not have the authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement. The County shall have no contractual obligation to any person or entity retained or engaged by the Corporation to perform any services pursuant to this Agreement. Any disputes, claims, or liability that may arise as a result of the Corporation's procurement of such services is solely the responsibility of the Corporation and the Corporation hereby holds the County harmless for same to the extent permitted by law.
23. **No Third Party Beneficiaries:** 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 Corporation.
24. **Remedies:** 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 court of 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 existing at law or in equity, 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.
25. **Public Records:** Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Corporation: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011 (2) F.S., the Corporation shall comply with the requirements of Section 119.0701 , Florida Statutes, as it may be amended from time to time the Corporation 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 Corporation 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 contract term and following

completion of the Contract, if the Corporation does not transfer the records to the public agency.

- D. Upon completion of the Contract, the Corporation shall transfer, at no cost to the County, all public records in possession of the Corporation 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 Corporation transfers all public records to the County upon completion of the Contract, the Corporation shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Corporation keeps and maintains public records upon completion of the Contract, the Corporation shall meet all applicable requirements for retaining public records. All records stored electronically by the Corporation 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.

Failure of the Corporation to comply with the requirements of this article shall be a material breach of this Contract. 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. Corporation 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 CORPORATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CORPORATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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.

26. **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 this Agreement through electronic or manual means. Corporation shall execute by manual means only, unless the County provides otherwise.
27. **E-Verify-Employment Eligibility:** Corporation 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 and uses the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) it verifies that all of the Corporation's subcontractors 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.

Corporation shall obtain from each of its subcontractors an affidavit stating that the subcontractor 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. Corporation shall maintain a copy of any such affidavit from a subcontractor 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 Corporation has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Corporation's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify Corporation to terminate its contract with the subcontractor and Corporation shall immediately terminate its contract with the subcontractor. If County terminates this Agreement pursuant to the above, Corporation 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 Agreement termination, Corporation shall also be liable for any additional costs incurred by County as a result of the termination.

28. **Subcontracting**: Subcontracting is not allowed under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

ATTEST:
Joseph Abruzzo
Clerk of Circuit Court &
Comptroller

PALM BEACH COUNTY:
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

WITNESSES:

Faith's Place Center for Arts Education, Inc.

Sanku Khan 1/30/24
Signature Date

[Signature] 1/30/24
Signature Date

Sarah Thompson
Print

NOBLE MAYS
Print

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

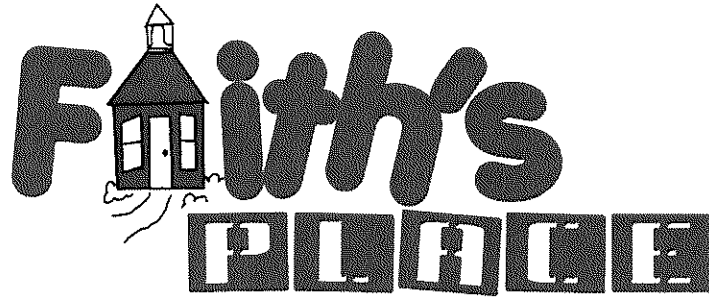
Anne Delgado 5-15-24
Senior Assistant County Attorney Date

[Signature] 5/2/24
Director, Parks & Recreation Department Date

Exhibit "A"
Description of Premises

Westgate Recreation Center is a 12,606 square foot facility located at 3691 Oswego Avenue, West Palm Beach, FL 33409. The premises includes the recreation center facility and adjacent outdoor play space. During summer camp program hours, the indoor facility is secure and dedicated to this youth program purpose.

EXHIBIT "B"



Center for Arts Education, Inc.

Proposal for Palm Beach County Parks & Recreation
Department



WESTGATE COMMUNITY CENTER

Noble Lockhart-Mays,
Director West Palm Beach,
Florida 33407

Faith's Place Center for Arts Education, Inc.

Executive Summary

Overview

Faith's Place Center for Arts Education is an organization that serves underprivileged youths in Palm Beach County. It provides Preschool for 3, 4 and 5-year olds as well as After School Arts Enrichment for school aged students Kindergarten through 12th grades. The social component includes the 6 B's of Good Character which are: Be Trustworthy, Be Responsible, Be Respectful, Be Kind, Be Fair and Be Fit.

The Problem

Some of the problems that plague our inner city and have taken control of the community are the following:

- Urban PTSD (Neighborhood War Zones)
- Lack of Education
- Teenage Pregnancy
- Drugs
- Crime

The Solution

There are many approaches to finding solutions to the problem. It is our experience in serving in the inner city that the following gets the best results:

- Provide Healthy Outlets- Allow students to express themselves both artistically and emotionally through the arts to help with trauma they may have experienced in the neighborhood.
- Empower through Education- Provide affordable preschool to families of the community to equip them to be prepared for Kindergarten and beyond. Early intervention has proven to guarantee academic success. Provide homework assistance to all students in the afterschool arts program to alleviate pressure from working parents who have long hours.
- Inspire through the Arts- Have certified arts teachers instruct students in dance, percussion, band, strings, vocal, and sports.
- Encourage Positive Behavior- Have team members encourage students to embrace the 6 B's in everyday life to build good character which will help to develop productive citizens.

Highlights

We measure the success of our program in 4 ways:

- Academic Achievement-Report Cards, Honor Roll, Junior & National Honor Society
- Acceptance into Arts Programs
- High School Graduation
- Collegiate Arts Scholarship

Keys to Success

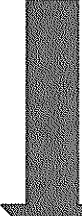
The keys to our success are in direct correlation with stellar programming and our presence in the community through performances. The more we perform for the Mayors of various cities, on the island of Palm Beach, at church services and several other places and events throughout of county, the more people want to send their children to Faith's Place.

Financial Stakeholders

Our Financial Stakeholders include Florida VPK that funds our preschool programs. The Office of Early Learning Coalition of Palm Beach County funds the after-school arts enrichment program. Youth Services of Palm Beach County funds our summer All-Star Arts & Sports Camp.



Westgate Summer Camp 24 TENTATIVE DAILY SCHEDULE

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Morning Activities	Morning Activities	Morning Activities	Morning Activities	Morning Activities
MORNING INSPIRATION BREAKFAST 8:00AM-8:45AM	MORNING INSPIRATION BREAKFAST 8:00AM-8:45AM	MORNING INSPIRATION BREAKFAST 8:00AM-8:45AM	MORNING INSPIRATION BREAKFAST 8:00AM-8:45AM	MORNING INSPIRATION BREAKFAST 8:00AM-8:45AM
INNOVATIVE LEARNING Innovate Curriculum Science Experiments Spelling Bee Prep 9:00AM-10:45AM K – 5 th Grades OUTSIDE LEARNING Be Fit & Basketball 6 th Grade & Up	INNOVATIVE LEARNING Innovate Curriculum Science Experiments Spelling Bee Prep 9:00AM-10:45AM K – 5 th Grades OUTSIDE LEARNING Be Fit & Basketball 6 th Grade & Up	INNOVATIVE LEARNING Innovate Curriculum Science Experiments Spelling Bee Prep 9:00AM-10:45AM K – 5 th Grades OUTSIDE LEARNING Be Fit & Basketball 6 th Grade & Up	INNOVATIVE LEARNING Innovate Curriculum Science Experiments Spelling Bee Prep 9:00AM-10:45AM K – 5 th Grades OUTSIDE LEARNING Be Fit & Basketball 6 th Grade & Up	INNOVATIVE LEARNING Innovate Curriculum Science Experiments Spelling Bee Prep 9:00AM-10:45AM K – 5 th Grades OUTSIDE LEARNING Be Fit & Basketball 6 th Grade & Up
LUNCH 11:00AM-12:00PM	LUNCH 11:00AM-12:00PM	LUNCH 11:00AM-12:00PM	LUNCH 11:00AM-12:00PM	LUNCH 11:00AM-12:00PM
CREATIVE ONS	CREATIVE LESSONS	CREATIVE LESSONS	CREATIVE LESSONS	CREATIVE LESSONS
STRINGS 8:30am-10:30am Mandel Library K – 2 nd 11:30am-1pm Green Mouse Academy 3 rd – 5 th 1pm-2pm WHOLE GROUP GAMES 3:30pm-3:45pm	YSPB Music Theater 6 th - Up 10am-11am Gaines Park Swimming K – 2 nd 9am-10:30am 3 rd - Up 10:30am-12pm Creative Drumming K – 2 nd 1pm-2:30pm 3 rd -Up 2:30pm-4pm Creative Dance 3 rd - Up 1pm-2:30pm K- 2 nd 2:30pm-4pm	STRINGS 8:30am-10:30am Mandel Library K – 2 nd 11:30am-1pm Green Mouse Academy 3 rd – 5 th 1pm-2pm WHOLE GROUP GAMES 3:30pm-3:45pm	YSPB Music Theater 6 th - Up 10am-11am Gaines Park Swimming K – 2 nd 9am-10:30am 3 rd - Up 10:30am-12pm Creative Drumming K – 2 nd 1pm-2:30pm 3 rd -Up 2:30pm-4pm Creative Dance 3 rd - Up 1pm-2:30pm K- 2 nd 2:30pm-4pm	FIELD TRIPS 
SNACK 4:00PM-4:30PM	SNACK 4:00PM-4:30PM	SNACK 4:00PM-4:30PM	SNACK 4:00PM-4:30PM	SNACK 4:00PM-4:30PM
POSITIVE WORD OF THE DAY 4:30PM - 4:45PM	POSITIVE WORD OF THE DAY 4:30PM - 4:45PM	POSITIVE WORD OF THE DAY 4:30PM - 4:45PM	POSITIVE WORD OF THE DAY 4:30PM - 4:45PM	POSITIVE WORD OF THE DAY 4:30PM - 4:45PM
DISMISSAL 5:00PM	DISMISSAL 5:00PM	DISMISSAL 5:00PM	DISMISSAL 5:00PM	DISMISSAL 5:00PM

Expanded Learning Opportunities

ARTS Rotations

Strings

MONDAYS - THURSDAYS

All 8:45am-10:45am

Little Drumline

MONDAYS - THURSDAYS

9:35am-10:45am

Senior Drumline

MONDAYS - THURSDAYS

12:30pm-4:30pm

Brass & Woodwinds (BAND) Monday-Friday

12:30pm-4:30pm

Mrs. Ellis Elliott

TUESDAYS

Pre-Ballet 1pm- 1:30pm

Ballet I 1:30pm-2:15pm

Ballet II & III 2:30pm-3:30pm

WEDNESDAYS

Pre-Ballet 9:00am- 9:30pm

Ballet I 9:30pm-10:15pm

Ballet II & III 10:15am-11:00am

THURSDAYS

Flipany (Healthy Eating)

3rd- 5th

1pm- 1:30pm

Flipany (Healthy Eating)

6th & Up 1:30pm-2:15pm

FRIDAYS

Field Trips

FAITH'S PLACE CENTER FOR ARTS EDUCATION

**REQUEST TO HOST SUMMER CAMP AT
WESTGATE RECREATION CENTER**

Requested dates: JUNE 10, 2024 - JULY 26, 2024

Program time: 8:00AM - 5:00PM

Early drop off /late pick-up: 7:15am/5:30pm

Fees: \$150.00 PER WEEK

Requested space: GYMNASIUM, KITCHEN, PAVILION, FIELDS (UNTIL
MAINTENANCE), AND 3 ANNEX CLASSROOMS

Ages: 5 - 18 YEARS OLD

Maximum number of Participants: 150

Day (s) requested for load-in/load out:

FRIDAY - JULY 7TH LOAD IN | JULY 26TH LOAD OUT

Participation in a summer feeding program: YES (FLIPANY)

Registration dates: MARCH 10, 2024 - JUNE 3, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2023

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 CoverWallet, Inc. One Liberty Plaza, Suite 3201 New York, NY 10006	CONTACT NAME: Amy Blair PHONE (A/C, No, Ext): (646) 844-9933 E-MAIL ADDRESS: customer.service@coverwallet.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: Lloyd's (issuing) INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Faith's Place Center for Education Inc & Faith's Place Center For Arts Education Inc 2508 North Australian Ave West Palm Beach, FL, 33407	


COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		3FG1419	11/05/2023	11/05/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ INCLUDED
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	MILLER SEXUAL MOLESTATION AND EMERGENCY RESPONSE LIABILITY			B0621PFAIT000923	06/16/2023	06/16/2024	USD 250,000 for all Claims for Wrongful Acts against any one Victim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured with respect to the General Liability per the policy terms and conditions.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 2700 Sixth Avenue South Lake Worth, Florida 33461	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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2024

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 Automatic Data Processing Insurance Agency, Inc.		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc.	
1 Adp Boulevard Roseland NJ 07068		PHONE (A/C, No, Ext): 1-800-524-7024	FAX (A/C, No):
INSURED Faiths Place Center For Arts Education, Inc. 954 44th St West Palm Beach FL 334073732		INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Casualty Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 29424	

COVERAGES CERTIFICATE NUMBER: 3553047 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	76WEGAE2N5G	10/23/2023	10/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS 2700 Sixth Avenue South Lake Worth FL 33461	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