

DRAFT - SUBJECT TO CHANGE

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 4, 2024

Consent
 Ordinance

Regular
 Public Hearing

Department: Tourist Development Council

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) an agreement between Palm Beach County (County) and the The Center for Arts & Innovation, Inc., (Center) for the Cultural Capital Fund Grant in the amount of \$865,000 to assist with the schematic design and design development phases of the expansion of the cultural campus in Mizner Park; and
- B) a Budget Transfer from Reserves in the American Rescue Plan Act (“ARPA”) Response Replacement Fund in the amount of \$865,000 to allocate available funding to the Center.

Summary: The agreement in the amount of \$865,000 between the County and the Center, located in Mizner Park in Downtown Boca Raton, will anchor South County with an innovative, vital and flexible cultural campus that transcends function to enable creativity with no boundaries. The Center will serve local and regional organizations here in Palm Beach County. Through early private sector funding, the Center has retained a world class team to bring this vision to life, including the internationally acclaimed Renzo Piano Building Workshop as principal architect. Through this grant and partnership, Palm Beach County and the Cultural Council for Palm Beach County will help fund the schematic design and design development phases of the project. The Cultural Council is designated to administer the grant. **Funding of this agreement is from the ARPA Response Replacement Fund. District 4 / Countywide (YBH)**

Background & Policy Issues:

The agreement in the amount of \$865,000 between the County and The Center for Arts & Innovation in Mizner Park in Downtown Boca Raton will anchor South County with an innovative, vital and flexible cultural campus that transcends function to enable creativity with no boundaries. The Center will serve local and regional organizations here in Palm Beach County. Through early private sector funding, the Center has retained a world class team to bring this vision to life, including the internationally acclaimed Renzo Piano Building Workshop as principal architect. Through this grant and partnership, Palm Beach County and the Cultural Council for Palm Beach County will help fund the schematic design and design development phases of the project.

Attachments:

- 1. Cultural Capital Fund Agreement with The Center for Arts & Innovation, Inc., with Exhibits A, B, C, and COI
- 2. Budget Transfer Form

Recommended By: _____
Department Director Date

Approved By: _____
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	<u>\$865,000</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income	_____	_____	_____	_____	_____
(County)					
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$865,000</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
# ADDITIONAL FTE	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
POSITIONS					
(Cumulative)					
			Yes	No	<u>X</u>
Is Item Included in Current Budget:					
Is this item using Federal Funds?			Yes	No	<u>X</u>
Is this item using State Funds?			Yes	No	<u>X</u>

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

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

A budget transfer from Reserves in the ARPA Response Replacement Fund is recommended for The Center for Arts & Innovation

III. REVIEW COMMENTS

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

OFMB

Contract Development and Control

B. Legal Sufficiency:

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
THE CENTER FOR ARTS & INNOVATION, INC.
FOR THE CULTURAL CAPITAL FUND GRANT**

This **AGREEMENT** is made as of the ___ day of _____, 20__, 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)9b), 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.

ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Mayor

THE CENTER FOR ARTS & INNOVATION, INC.

Signature

Andrea Virgin, Chair & CEO
Print Name & Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By ybh
County Attorney

**APPROVED AS TO
TERMS AND
CONDITIONS**

By _____
Department Director

EXHIBIT A

CAPITAL IMPROVEMENT DESCRIPTION

1. **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	\$ 845	668	\$ 479,791	\$ 76,684	\$ 556,475
Partner	495	2,174	914,711	161,568	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	\$ 3,621,330

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

Description	Rate	Hours	TCAI	CCPBC	Total
Partner	\$ 385	484	\$ 160,968	\$ 25,372	\$ 186,340
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	6,069	55,176
		4,836	\$ 1,005,337	\$ 129,750	\$ 1,135,087

Fisher Dachs Associates, Inc. - Theatre Consultants

Description	Rate	Rate	TCAI	CCPBC	Total
President	\$ 320	1,009	\$ 268,575	\$ 54,356	\$ 322,931
Principals	300	758	191,016	36,384	227,400
Associates	260	253	55,255	10,525	65,780
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	159,745	28,190	187,935
		2,274	\$ 433,731	\$ 77,850	\$ 511,581

Grand Total		21,545	\$ 5,143,079	\$ 865,000	\$ 6,008,079
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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: _____

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER
FUND 1164 ARPA Response Replacement Fund**

BGEX: 052924*1450

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/29/2024	REMAINING BALANCE
<u>EXPENDITURES</u>								
1164-760-212D-8201	Contributions-Non-Govts Agnces	0	0	865,000	0	865,000	0	865,000
1164-820-9900-9995	*Other Reserves	0	5,712,999	0	865,000	4,847,999	0	4,847,999
	Total	0	236,955,477	865,000	865,000	236,955,477	0	236,955,477

Signatures & Dates

By Board of County Commissioners

At Meeting of

June 4, 2024

Deputy Clerk to the

Board of County Commissioners

Office of Financial Management & Budget

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted