

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2025 | 2026 | 2027 | 2028 | 2029 |
|---|------|------|------|------|------|
| Capital Expenditures | | | | | |
| Operating Costs | | | | | |
| External Revenue | | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | \$0* | \$0* | | | |
| No. ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |

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

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

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

*There is no fiscal impact associated with this item.

Departmental Fiscal Review: Cheneve Digne

III. REVIEW COMMENTS

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

ASD/CA 11/7/24
 OFMB MO 11/6 RA 11/6

Tracy Mack 11/12/24
 Contract Development & Control
 26 11/12/24

B. Legal Sufficiency:

Debra C. Hering 11-12-24
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

NORTON MUSEUM OF ART

Norton Afterschool Arts Outreach 2024-26

This AGREEMENT dated this 10/15/2024, is made by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "County/Partner Organization/Highridge Family Center", and the Norton Museum of Art, Inc., a not for profit corporation, authorized to do business in the State of Florida, (hereinafter referred to as "Museum/Norton Museum of Art").

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

Partner Organization: Highridge Family Center
Address: 4200 N Australian Ave, West Palm Beach, FL 33407
Phone: 561-625-2540

Class Days: Wednesdays
Time: 3 pm – 5 pm

Average Class Size: 10 – 12
Student Ages: 11 - 17

Class Schedule: Wednesday throughout the school year. During summer sessions, the program will continue its rotation.

The term of the Agreement shall be for two (2) years, commencing on October 4, 2024 through September 30, 2026. Summer dates/days/times to be determined and agreeable to the parties.

BACKGROUND

Norton Afterschool Arts Outreach (formerly known as P.A.C.E), developed in 1991, is a community-based partnership that offers fine arts lessons to at-risk youth served by local organizations in under-resourced neighborhoods across our area. Each year, the Norton serves approximately 1,000 students through ongoing Afterschool Arts Outreach programs.

The goal of *Norton Afterschool Arts Outreach* is to benefit young people by:

- Fostering creativity and stimulating critical thinking skills for youth in a safe, supportive afterschool environment,
- Offering students in-depth experience with the media and traditions of the visual arts through multicultural art projects and museum/cultural visits.

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

VISION

The vision of *Norton's Afterschool Arts Outreach* program is to provide a significant afterschool arts experience through Creative Youth Development in a safe structured environment for youth in Palm Beach County. The second component of the program is to present dynamic, caring role models to help children and teens develop a positive self-image through positive achievement. The program seeks to expand the students' world by exposing them to multicultural and arts-integrated history, music, literature, and ideas, as well as to the visual arts. It is the Norton Museum of Art's joy and responsibility to provide this service to the community.

***Norton Afterschool Arts Outreach* Lessons & Curricula allow students to:**

1. Conceptualize and create original works of art,
2. Develop an understanding of the techniques and vocabulary of the visual arts,
3. Think critically, handle challenges, and formulate solutions,
4. Communicate information in diverse forms,
5. Self-monitor, adjust, and self-evaluate their work,
6. Analyze, evaluate, and validate the work of their peers,
7. Establish greater self-confidence and self-efficacy.

MUSEUM RESPONSIBILITIES

- The Norton Museum of Art will recruit trained professionals as *Norton Afterschool Arts Outreach* instructors at the Highridge Family Center, pay their salaries, and provide art materials and guidelines for all projects.
- The Norton Museum of Art will perform a formal and informal background check prior to installing any instructor or assistant at the Highridge Family Center. The formal background check is limited to Florida state and criminal reports, with information obtained directly from the Florida Department of Law Enforcement (FDLE).
- The Norton Museum of Art will provide a **60- to 90-minute art class up to two days per week** for participants.
- The Norton Museum of Art will oversee and provide direction for the instructors and assistant instructors.
- The Norton Museum of Art will provide participants **complimentary transportation, admission, and tours/workshops at the Norton Museum three times per year.**
- *Norton Afterschool Arts Outreach* staff will conduct interviews and site assessments at the facilities. Written assessments of instructors, visiting artists, site partners, parents and students enable the program to evolve, and improve the learning/ teaching environment.
- The Norton Museum of Art shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or

appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the Norton Museum of Art. The Norton Museum of Art also shall not use funds made available pursuant to this Agreement for the purpose of initiating or pursuing litigation against the County.

- The Norton Museum of Art shall maintain commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence with the County included as an Additional Insured during the term of this agreement, business automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000), and workers' compensation coverage in compliance with Florida Statutes throughout the performance of any after school outreach services.
- The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Norton Museum of Art warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of this Agreement.

PARTNER ORGANIZATION RESPONSIBILITIES

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

- The Highridge Family Center will provide and operate a facility where the *Norton Afterschool Arts Outreach* classes are held and will be responsible for the general maintenance, safety, and cleaning of the facility.
- The Highridge Family Center will provide an **easily accessible area to store Norton Afterschool Arts Outreach supplies.**
- The Partner Organization will assist with the implementation and distribution of free digital guest passes and paper guest passes for participant families to visit the Norton Museum of Art at no cost.
- The Highridge Family Center will **provide a roster of students attending Norton Afterschool Arts Outreach** classes via EMAIL, PHONE, ETC.
- The Highridge Family Center will **provide aid in planning and coordinating three field trips to the Norton Museum of Art or other cultural organizations per year.**
- The Highridge Family Center will provide **a staff member to attend the Norton's annual partnership meeting.**

- The Highridge Family Center will **nominate an on-site staff person to serve as primary contact between Norton Afterschool Arts Outreach staff and the partner organization.**

On-site Main Contact: Andrea White

Title: Residential Counseling Coordinator

Tel.: (561) 625-2540

Email: awhite2@pbcgov.org

COUNTERPARTS

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

E-VERIFY

The Norton Museum of Art 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 the Norton Museum of Art's 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.

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

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

DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Norton Museum of Art certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where

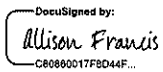
such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

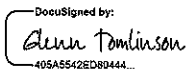
HUMAN TRAFFICKING AFFIDAVIT

The Norton Museum of Art warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. The Norton Museum of Art has executed **Exhibit A**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

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

NORTON MUSEUM OF ART, INC.

By: 
Allison Francis
Chief Financial Officer

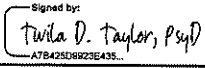
By: 
Glenn Tomlinson
William Randolph Hearst Chief Officer of Learning and Community Engagement

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{SIGNATURE PAGES CONTINUED}

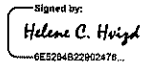
COUNTY:

APPROVED AS TO TERMS
AND CONDITIONS

By: 

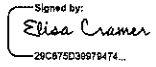
Youth Services Department

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

County Attorney

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: 

Elisa Cramer, Director
Youth Services Department

EXHIBIT A

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
(§ 787.06(13), Fla. Stat.)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Allison Francis (NORTON MUSEUM OF ART) and attest that NORTON MUSEUM OF ART does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Allison Francis
(signature of officer or representative)

Allison Francis
(printed name of officer or representative)

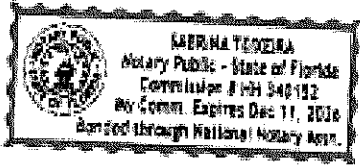
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 2 day of October 2023 by Allison Francis

Personally known OR produced identification .

Type of identification produced sworn

NOTARY PUBLIC
My Commission Expires: 12/11/2024
State of Florida at large



(Notary Seal)

NORTON MUSEUM OF ART

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On-site Main Contact: Andrea White

Title: Residential Counseling Coordinator

Tel.: (561) 625-2540

Email: awhite2@pbcgov.org

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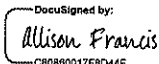
such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

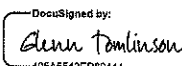
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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County and the Norton Museum of Art has hereunto set its hand the day and year above written.

NORTON MUSEUM OF ART, INC.

By: 
Allison Francis
Chief Financial Officer

By: 
Glenn Tomlinson
William Randolph Hearst Chief Officer of Learning and Community Engagement

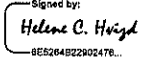
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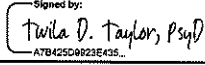
COUNTY:

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

APPROVED AS TO TERMS
AND CONDITIONS

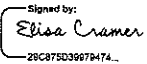
By: 

County Attorney

By: 

Youth Services Department

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: 

Elisa Cramer, Director
Youth Services Department

EXHIBIT A

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
(§ 787.06(13), Fla. Stat.)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Allison Francis (NORTON MUSEUM OF ART) and attest that NORTON MUSEUM OF ART does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Allison Francis
(signature of officer or representative)

Allison Francis
(printed name of officer or representative)

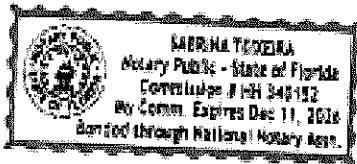
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 2 day of October 2024 by Allison Francis

Personally known OR produced identification .

Type of identification produced signature

NOTARY PUBLIC
My Commission Expires: 12/11/2024
State of Florida at large



(Notary Seal)



**Palm Beach County
Compliance Summary Report**

| Vendor Number | Vendor Name | AM Best Rating | Insurance Carrier | Policy # | Eff. Date | Exp. Date | Coverage | Contract Number | Contract Name |
|---------------|----------------------------|----------------|--|-------------------------|-----------|------------|-------------------|-----------------|--|
| DX00003047 | Norton Museum Of Art, Inc. | Modified | Compliant | | | | | R2024-XX32 | Afterschool Arts Outreach 20224/2026 - Afterschool Art Program @ Highridge |
| | | A++p , XV | Philadelphia Indemnity Insurance Company | PHPK2690790 | 5/31/2024 | 11/15/2025 | Auto Liability | | |
| | | A++r , XV | Shared Risk Coverage | multiple policy numbers | 5/31/2024 | 5/31/2025 | Excess Liability | | |
| | | A++p , XV | Philadelphia Indemnity Insurance Company | PHPK2690790 | 5/31/2024 | 5/31/2025 | General Liability | | |
| | | Ap , X | Zenith Insurance Company | Z137582004 | 4/1/2024 | 4/1/2025 | Workers Comp | | |

Risk Profile : Standard - General Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :