Agenda Item No.: 3BB-1

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### **AGENDA ITEM SUMMARY**

Meeting Date:	December 10, 2024	[X] Consent	[ ] Regular [ ] Public Hearing
Department Submitted By: Submitted For:	Youth Services Depar Residential Treatment		ng Division

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Afterschool Arts Outreach 2024/2026 Agreement with Norton Museum of Art, Inc. (Agreement) for the period October 4, 2024 through September 30, 2026, to continue providing afterschool arts community education to economically and/or academically challenged youth attending the Highridge Family Center (Highridge) at no cost to Palm Beach County.

**Summary:** Highridge has been selected again by the Norton Museum of Art, Inc. (Norton) to participate in Norton's Afterschool Arts Outreach Program (Program). The Program provides significant year-round exposure to art with free weekly art classes to youth by a local professional artist. It is anticipated that up to 75 Highridge Family Center residents will participate in this program during the course of a year. There are no costs associated with this Agreement. On March 12, 2013, Agenda Item No. 3X-1 authorized the County Administrator, or designee, to execute future agreements/amendments with Norton for the educational art classes/programs at Highridge on behalf of the Board of County Commissioners (BCC), after approval of legal sufficiency by the County Attorney's Office. In accordance with Countywide PPM CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. J. Rachel Gustafson, an employee of Norton Museum of Art, Inc., is a member of the Public Art Committee. This board provides no regulation, oversight, management or policy-setting recommendations regarding the Agreement. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Section 2-443, of the Palm Beach County Code of Ethics. Countywide (HH)

Background and Justification: Since 2004, Norton has successfully offered the Program at Highridge, serving approximately 850 Palm Beach County/Highridge Family Center residents. The Program offers creative arts activities to youth in underserved neighborhoods in an effort to foster creativity and stimulate critical thinking skills in a supportive environment. The Program serves children and teens from eight different community agencies throughout Palm Beach County, including Highridge. The 2024 annual exhibition, entitled "Dimensions of Identity," explored the theme of masks as conduits for expressions of personal identity inspired by the masks and artworks of Rose B. Simpson: Journeys of Clay. The collaboration offers Highridge residents a unique opportunity to explore the world and learn about themselves through the lens of art expression. The Program continues to be a significant positive influence and experience for our youth. Highridge residents have been able to experience educational field trips to cultural institutions, visits to artist workshops and cultural events.

# Attachment:

Afterschool Arts Outreach 2024/2026 Agreement							
Recommended by:_	Department Director	// ( / 2 4 / Date					
Approved by:	Assistant County Administrator	//// <i>S</i> /2Y Date					

# II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
xternal Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0*	\$0*			
No. ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Bud	iget?	Yes	No	X	
Does this item include the use	of federal fo	unds? Yes	No	X	
s this item using State Funds		Yes	No	X	
Dudget Assessed - From No.					
Budget Account Exp No Fund Rev No Fund			Unit		bj
Fund Rev No	Funds/Sur	Dept	Unit	0	
Fund Rev No Fund  ecommended Sources of lithere is no fiscal impact ass epartmental Fiscal Review	Funds/Sundiciple ociated with the contract of	Dept mmary of Fis th this item.	Unit cal Impact:	0	

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

В.

A.

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 \_\_\_\_\_\_\_, 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 RESPONSIBILITES**

- 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 <u>easily accessible area to store Norton Afterschool</u>

  <u>Arts Outreach supplies.</u>
- 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 <u>provide a roster of students attending</u> Norton Afterschool Arts Outreach
  classes via EMAIL, PHONE, ETC.
- The Highridge Family Center will <u>provide aid in planning and coordinating three field trips</u> 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 <u>nominate an on-site staff person to serve as primary contact between Norton Afterschool Arts Outreach</u> 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.

Ву:	Obcussioned by:  Allison Francis  CB0880017F0044F
	Allison Francis
	Chief Financial Officer
By:	Docusigned by: Glenn Tomlinson 405A5542ED80444
	Glenn Tomlinson
	William Randolph Hearst Chief Officer of
	Learning and Community Engagement

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# {SIGNATURE PAGES CONTINUED}

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS
By:

Signed by:

Helene C. Height

Experiment

By:

County Attorney

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By:

Slipsed by:
Elisa Cramer
28C875D36978474...

Elisa Cramer, Director Youth Services Department

## EXHIBIT A

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

The second secon	
I, the undersigned, am an officer or representative of MUSEUM OF ART) and attest that NORTON MUSEUM OF a defined in section 787.06, Florida Statutes.	(NORTON ART does not use coercion for labor or services as
Under penalty of perjury, I hereby declare and affirm that	it the above stated facts are true and correct.
Isignature of officer or	Alton Francis  (printed name of officer or
representative)	representative)
State of Florida, County of Palyn BEUCH  Sworn to and subscribed before me by means of Aphysic  October 2014, by Milison Francis  Personally known 20R produced identification	al presence or □ online notarization this, <u>2</u> day of
Type of identification produced	
RNACLY	_
NOTARY PUBLIC	
My Commission Expires: 12 11 2020	
State of Florida at large	
APRIMA TEOTIRA  Alberty Public - State of Florida  Controllator 3 Inth 340712  and Sprain Expires Day 11, 2018  dented through National Hoslary April	(Notary Seal)

# NORTON MUSEUM OF ART

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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.

Ву:	Allison Francis
	Allison Francis
	Chief Financial Officer
Ву:	Occusigned by: Gene Tomlinson 405A5542ED80444
- 444	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

Bv: Twila D. taylor, Psyl)

**Youth Services Department** 

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Ву:

Helene C. Hvizd 855264822802478...

**County Attorney** 

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By:

Signed by: Elisa Cramer 28C875D39879474...

Elisa Cramer, Director Youth Services Department

# EXHIBIT A

# NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT (<u>§ 787.06(13), Fla. Stat.</u>)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED	
I, the undersigned, am an officer or representative of	ART does not use coercion for labor or services as
Under penalty of perjury, I hereby declare and affirm the signature of officer or representative)	at the above stated facts are true and correct.  Altor Francis  (printed name of officer or representative)
State of Florida, County of POWN BEACH  Sworn to and subscribed before me by means of Ephysia  October, 2024, by Milliaton Figure 1	cal presence or $\square$ online notarization this, <u>2</u> day of
Personally known ☑OR produced identification □.	
NOTARY PUBLIC My Commission Expires: [2   1] 2020 State of Florida at large	·
Controlled to 19 2016  Controlled to 19 2016	(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
DX90903047	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: