Agenda Item #: 3.M.14.

#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA ITEM SUMMARY

Meeting Date: August 21, 2007

[X] Consent [ ] Ordinance [] Regular [] Public Hearing

Department: <u>Parks and Recreation</u>

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

#### I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve**: Agreement with Bob Carter's Actors Workshop & Repertory Company, Inc. for the period August 21, 2007, through January 15, 2008, in an amount not-to-exceed \$10,000 for the production of "Loquacious and Bodacious, The Life and Times of Zora Neale Hurston".

**Summary:** This funding is to help offset expenses for the production of a play about Zora Neale Hurston to be produced by Bob Carter's Actors Workshop & Repertory Company, Inc. at the Cuillo Center for the Performing Arts for three (3) days each weekend during the month of September 2007. Approximately 2,000 people are anticipated to attend the play. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to August 1, 2007. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. <u>District 7</u> (AH)

**Background and Justification:** Bob Carter's Actors Workshop & Repertory Company, Inc. (Actor's Workshop) is a not-for-profit organization whose mission is to provide theater opportunities for participants and the community. Actor's Workshop is offering the play "Loquacious and Bodacious, The Life and Times of Zora Neale Hurston" (the Play) for twelve performances during the month of September, 2007. The play is about the life of America's first black female author who also was a native Floridian.

The total cost of the Play is approximately \$35,000 for facility rental, personnel costs, advertising, and miscellaneous project expenses associated with production of the Play. The \$10,000 from RAP - District 7 will offset the cost of the production. The Agreement has been executed on behalf of Bob Carter's Actors Workshop and Repertory Company, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:	Denis Illem	7-24-07
	Department Director	Date
Approved by:	Jah	8-2-07
	Assistant County Administrator	Date

# **II. FISCAL IMPACT ANALYSIS**

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## A. Five Year Summary of Fiscal Impact:

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Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	<u>-0-</u> <u>10,000</u> <u>-0-</u> ) <u>-0-</u> <u>-0-</u>	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-
NET FISCAL IMPACT	10,000	-0-	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)		·			
Is Item Included in Curre Budget Account No.:	Fund <u>3600</u>	es <u>X</u> Department <u>{</u> Program <u>N</u>		<u>907</u>	
B. Recommended Source	es of Funds/S	Summary of Fis	scal Impact:		
Recreation Assistan	ce Program				
District 7	3600-583-R9	07-124-8201		\$10,000	
C. Departmental Fiscal I	Review:	ckopelak	is		-
	<u>III. R</u> I		ENTS		

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

Elizabeth	Stoese 7/31/07
B. Legal Sufficien	MAX (IN JA
B. Legal Sufficien	су:

Assistant County Attorney ame

C. Other Department Review:

**Department Director** 

REVISED 10/95 ADM FORM 01 G:\SYINGER\RAP06-07\District 7\Bob Carter's Actor's Repertory Company\Agenda.doc 2

31/07 Contract Developme

This Contract complies with our contract review requirements.

## AGREEMENT BETWEEN PALM BEACH COUNTY AND B0B CARTER'S ACTORS WORKSHOP & REPERTORY COMPANY, INC. FOR THE PRODUCTION OF "LOQUACIOUS AND BODACIOUS, THE LIFE AND TIMES OF ZORA NEALE HURSTON"

THIS AGREEMENT is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Bob Carter's Actors Workshop & Repertory Company, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Actor's Workshop".

#### WITNESSETH:

WHEREAS, Actor's Workshop is a not-for-profit organization whose mission is to provide theater opportunities for participants and the community; and

WHEREAS, Actor's Workshop will offer the production of "Loquacious and Bodacious, The Life and Times of Zora Neale Hurston" (the "Play") at the Cuillo Center for the Performing Arts in downtown West Palm Beach for three days each weekend during the month of September, 2007; and

WHEREAS, approximately 2,000 people are anticipated to attend the Play; and

WHEREAS, the cost of producing the Play is anticipated to be approximately \$35,000 for facility rental, personnel costs, advertising, and miscellaneous project expenses; and

WHEREAS, Actor's Workshop has requested that County provide \$10,000 to assist with the cost of producing the Play; and

WHEREAS, funding for Actor's Workshop's expenses to produce the Play in an amount not-to-exceed \$10,000 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, cultural and theatrical programs for the community serve a public benefit; and

WHEREAS, both parties desire to enter into this Agreement.

**NOW THEREFORE,** in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not-to-exceed \$10,000 to Actor's Workshop to help offset costs for the Play for facility rental, personnel costs, advertising, and

miscellaneous project expenses expenses associated with the Play, as described in Exhibit "A", attached hereto and incorporated herein, and hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Actor's Workshop on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Actor's Workshop. Said information shall list each invoice paid by Actor's Workshop and shall include the vendor invoice number; invoice date; and the amount paid by Actor's Workshop along with the number and date of the respective check or proof of payment for said payment. Actor's Workshop shall attach a copy of each vendor invoice paid by Actor's Workshop along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Actor's Workshop's Program Administrator and Project Financial Officer shall certify the total funds spent by Actor's Workshop on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Actor's Workshop and approved by Actor's Workshop as indicated.

3. Actor's Workshop incurred expenses for the Project beginning on August 1, 2007. Those costs incurred by Actor's Workshop for the Project, approved and submitted accordingly by Actor's Workshop subsequent to August 1, 2007, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Actor's Workshop may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Actor's Workshop warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Actor's Workshop agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment and for the provision of

services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

7. Actor's Workshop shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until January 15, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Actor's Workshop is in default of its obligations under this Agreement, the County shall provide Actor's Workshop thirty (30) days written notice to cure the default. In the event Actor's Workshop fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Actor's Workshop for the Project deemed to be in default and Actor's Workshop shall return any County RAP funds already collected by Actor's Workshop for that Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. Actor's Workshop shall complete the Project by October 15, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of August 1, 2007, through October 15, 2007. Actor's Workshop shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before January 15, 2008. Upon written notification to County at least ninety (90) days prior to that date Actor's Workshop may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Actor's Workshop's request for said extension.

12. In the event Actor's Workshop ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Actor's Workshop. The determination that Actor's Workshop has ceased or suspended the Project shall be made by County and Actor's Workshop agrees to be bound by County's determination.

13. Actor's Workshop agrees to abide by, and be governed by, all applicable

federal, state, county, and municipal laws, including but not limited to, Palm Beach County=s ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Actor's Workshop. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that Actor's Workshop is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Actor's Workshop shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Actor's Workshop, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to this Agreement for which Actor's Workshop is eligible to receive reimbursement from the County.

16. Actor's Workshop shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. Actor's Workshop shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Actor's Workshop are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Actor's Workshop under this Agreement.

Commercial General Liability. Actor's Workshop shall maintain Commercial

General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. Actor's Workshop shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. Actor's Workshop shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Actor's Workshop shall provide this coverage on a primary basis.

Additional Insured. Actor's Workshop shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Actor's Workshop shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Actor's Workshop 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 Actor's Workshop shall agree to 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 when a condition to the policy specifically prohibits such an endorsement, or voids coverage should Actor's Workshop enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance**. Prior to execution of this Agreement by the County, Actor's Workshop shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

Right to Review. 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, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

17. Upon request by County, Actor's Workshop shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Actor's Workshop shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Actor's Workshop, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Actor's Workshop may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Actor's Workshop 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 thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

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

As to Actor's Workshop:

President Bob Carter's Actors Workshop & Repertory Company, Inc. 201 Clematis Street West Palm Beach, FL 33401

24. This Agreement is made solely and specifically among and for the benefit of the

parties hereto, and no other person shall have any rights, interest, or claims hereunder or

be entitled to any benefits under or on account of this Agreement as a third-party

beneficiary or otherwise.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on

the date first above written.

ATTEST: SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY ITS **BOARD OF COUNTY COMMISSIONERS** 

**Deputy Clerk** 

WITNESSES:

By:

By: Commissioner Addie L. Greene, Chairperson

**BOB CARTER'S ACTORS WORKSHOP AND REPERTORY COMPANY, INC.** FEI Number: 65-1124489

By: Name (Type or Print) UREC MANAgine Title

Bν

### APPROVED AS TO FORM AND **LEGAL SUFFICIENCY**

Signature

APPROVED AS TO TERMS AND CONDITIONS

Dennis L. Eshleman, Director Parks and Recreation Department

By:

County Attorney

#### Recreation Assistance Program (RAP) Exhibit "A" to Agreement

Name of Agency: Bob Carter's Actor's Workshop & Repertory Company & Youth Actors Guild Address: 201 Clematic Street, West Palm Beach, F1 33401

Federal Employer Identification Number: 65 - 1124489

Name of President: Robert Carter Name of Executive Director: Kevin Kelly Project Liaison Information:

> Name: Kevin Kelly Telephone #: 561-707-9772 Fax #: 561- 233-9096 (please call before faxing) e-mail: <u>cardconjuror@vahoo.com</u>

#### **PROJECT INFORMATION**

Name of Project: Production of "Loquacious and Bodacious, The Life and Times of Zora Neale Hurston.

2. Project Description

1.

3.

- General (Project Scope): This one-woman play is about the life of America's first black female author who also was a native Floridian.
- Public Purpose: To bring to life and to share with Palm Beach county Hurston's legacy.
- Location and Dates: To be performed at The Cuillo Center for the Performing Arts in Downtown West Palm Beach on: Sept 7-9, 14-16, 21-23 and 28-30.
- Anticipated Number of Participants/Users: Approx 2000 – 3000

Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.

Facility Rental Salaries Advertising Misc. Project Expenses

4. Estimated Lump Sum Total for Project: \$ 35000.00

5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid).

August 1to October 15, 2007

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. <u>Do not submit reimbursement documentation at this time</u>. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

EXHIBIT A Page 1 6. Required Attachments: Certificate of Insurance X

Amount of Recreation Assistance Program Funding awarded

\$ 10,000 District 7 (filled in by County)

> EXHIBIT A Page 2

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Form available online by request. Contact Susan Yinger at <a href="mailto:syinger@pbcgov.com">syinger@pbcgov.com</a>



### PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

EXHIBIT B

## CONTRACT PAYMENT REQUEST

•	•		Date	_		
Grantee			Project Nan	ne:		
Submission #:			Reimbursement Peri	od:		
tem		Key	Project Costs This Submission		Cumulative Project Costs	· · · ·
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Aaterials, Supplie	es, Direct Purchases	(M)		_		• • • •
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ravel _		(T) _		_		
ndirect Costs		(I)				
	TOTAL PROJECT COSTS				,	
Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Pu E = Equipment T = Travel I = Indirect Costs	urchases		- - -		
expenses were i	ereby certify that the above ncurred for the work identified hed in the attached progress	las	been maintained as	required	that the documentation to support the projec t is available for audi	t i
Administrator	Date		Financial Officer		Date	
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		I = Indirect	Costs			·			
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Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Administrator

Date

Financial Officer

Date

Page 2 of

SENCH O	Key Legend
	C = Contractual Services
	S = Salary & Wages
	M = Materials, Supplies, Direct Purchases
CORID	E - Equipment

#### Key Legend C = Contractual Services

E = Equipment

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT **CONTRACTUAL SERVICES PURCHASE SCHEDULE** 

EXHIBIT B (cont'd.)

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	T = Trave	l ect Costs							
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Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Administrator

Date

**Financial Officer** 

Date

Page 3 of

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INS	SURED	· · ·		COMPANY B						
	BOB CARTER'S AC PO BOX 31692	TORS WORKSH		COMPANY C						
	WEST PALM BEAC	H, FL 33420		COMPANY D						
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		110000000	101 112000		PRODUCTS-COM/OP AGG.	1,000,000				
					PERSONAL & ADV. INJURY	1,000,00				
					EACH OCCURRENCE	1,000,000				
					FIRE DAMAGE (Any one fire)	100,00				
			· · ·		MED EXPENSE (Any one person)	5,00				
в	AUTOMOTIVE LIABILITY				COMBINDED SINGLE LIMIT					
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	RTIFICATE HOLDER		, ., .,	the company shall endeavo	scribed policies be cancelled before the expiratio Ir to mail 30 days written notice to the certificate ho	older				
P/ DE	ALM BEACH COUNTY, ( EPARTMENT	C/O PARKS AND F		named to the left, but failure of any kind upon the compa	e to mail such notice shall impose no obligation or iny, its agents, or representatives	liability				
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Bob Carter 561.586-7469 Theatre000@aol.com

Bob Carter Founder & President

Bob Berlisch Vice-President

Stephen Enright Assistant Vice-President

William Manikas Secretary

Board Members:

Ken Spillias Diane Dicello Kim Earlght Kevin Kelly Gayle Enright



Susan Yinger Dept. Parks and Recreation Palm Beach County, Florida

July 16, 2007

Susan,

information 561.833.PLAY (7529)

Website www.actorsrep.org

Tox:ID. 65-1124489

501(c)(3) Not-for-profit organization Bob Carter's Actors Workshop & Repertory Co. is not required by the state of Florida to carry Workers Compensation coverage.

Sincerely,

Kevin T. Kelly Managing Director