

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 21, 2008

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with The National Center for Jewish Cultural Arts, Inc. for the period October 21, 2008, through March 31, 2009, in an amount not-to-exceed \$10,000 for funding of New Vista Theatre Company expenses.

Summary: This funding is to assist with expenses incurred by The National Center for Jewish Cultural Arts, Inc. for New Vista Theatre Company, which will offer three musicals at West Boca Raton Community High School during the 2008/2009 season. The performances are anticipated to attract approximately 22,000 viewers. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to October 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 5 Funds. District 5 (AH)

Background and Justification: The National Center for Jewish Cultural Arts, Inc. is a not-for-profit facilitating organization that promotes and presents Jewish cultural events and performers throughout North America. The National Center for Jewish Cultural Arts, Inc. will produce three Broadway caliber musicals to be presented at West Boca Raton Community High School. The performances will utilize Palm Beach County students in both technical and performance capacities.

The total cost of New Vista Theatre Company expenses to be paid by The National Center for Jewish Cultural Arts, Inc. is approximately \$1,500,000 for advertising, materials and equipment, personnel expenses, rental costs, and other miscellaneous expenses. The \$10,000 from District 5 RAP funding will help offset the costs incurred by The National Center for Jewish Cultural Arts, Inc. for the performances at West Boca Raton Community High School. The Agreement has been executed on behalf of The National Center for Jewish Cultural Arts, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

9/30/08
Date

Approved by: 
Assistant County Administrator

10/14/08
Date

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE NATIONAL CENTER
FOR JEWISH CULTURAL ARTS, INC. FOR NEW VISTA THEATRE COMPANY
EXPENSES**

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 The National Center for Jewish Cultural Arts, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "NCJCA".

WITNESSETH:

WHEREAS, NCJCA is a not-for-profit organization which serves as a facilitating organization that promotes and presents Jewish cultural events and performers throughout North America; and

WHEREAS, The New Vista Theatre Company is the vehicle through which all genres of professional theatre productions are presented; and

WHEREAS, NCJCA will produce three (3) Broadway caliber musicals to be presented at West Boca Raton Community High School during the 2008/2009 season, which is from November 1, 2008, through May 17, 2009; and

WHEREAS, the performances will utilize Palm Beach County students in both technical and performance capacities; and

WHEREAS, the performances are expected to attract approximately twenty two thousand (22,000) viewers; and

WHEREAS, the total cost of the New Vista Theatre Company Expenses to be paid by NCJCA is approximately \$1,500,000 for advertising, materials and equipment, personnel expenses, rental costs, and other miscellaneous expenses; and

WHEREAS, NCJCA has requested funding in the amount of \$10,000 to help offset costs for New Vista Theatre Company expenses; and

WHEREAS, funding for the New Vista Theatre Expenses in the amount of \$10,000 is available from the Recreation Assistance Program (RAP) – District 5; and

WHEREAS, enhancement of the cultural life of South Floridians serves a public purpose; 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 NCJCA for New Vista Theatre Company expenses for advertising, materials and equipment, personnel expenses, rental costs, and other miscellaneous expenses as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to NCJCA 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 NCJCA. Said information shall list each invoice paid by NCJCA and shall include the vendor invoice number; invoice date; and the amount paid by NCJCA along with the number and date of the respective check or proof of payment for said payment. NCJCA shall attach a copy of each vendor invoice paid by NCJCA 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, NCJCA's Program Administrator and Project Financial Officer shall certify the total funds spent by NCJCA on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by NCJCA and approved by NCJCA as indicated.

3. NCJCA incurred expenses for the Project beginning on October 1, 2008. Those costs incurred by NCJCA for the Project, approved and submitted accordingly by NCJCA subsequent to October 1, 2008, 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 NCJCA 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. NCJCA warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. NCJCA 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, gender identity or expression.

7. NCJCA shall be responsible for operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until March 31, 2009, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event NCJCA is in default of its obligations under this Agreement, the County shall provide NCJCA thirty (30) days written notice to cure the default. In the event NCJCA 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 NCJCA for the Project deemed to be in default and NCJCA shall return any County RAP funds already collected by NCJCA 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. NCJCA shall complete the Project by December 31, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2008, through December 31, 2008. NCJCA shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before March 31, 2009. Upon written notification to County at least ninety (90) days prior to that date NCJCA may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny NCJCA's request for said extension.

12. In the event NCJCA 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 NCJCA. The determination that NCJCA has ceased or suspended the Project shall be made by County and NCJCA agrees to be bound by County's determination.

13. NCJCA 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 NCJCA. 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 NCJCA 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, NCJCA 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 NCJCA, 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 the Agreement for which NCJCA is eligible to receive reimbursement from the County.

16. NCJCA 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. NCJCA 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 NCJCA are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by NCJCA under this Agreement.

Commercial General Liability. NCJCA 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. NCJCA shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. NCJCA shall maintain Worker's Compensation & Employers Liability in accordance with Florida

Statute Chapter 440. NCJCA shall provide this coverage on a primary basis.

Additional Insured. NCJCA 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." NCJCA shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. NCJCA 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 NCJCA 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 NCJCA enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, NCJCA 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 ten (10) 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, NCJCA shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. NCJCA 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 NCJCA, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and NCJCA 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, NCJCA 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 NCJCA:

Executive Director
The National Center for Jewish Cultural Arts, Inc.
11435 W. Palmetto Park Road, Suite E
Boca Raton, FL 33428

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.

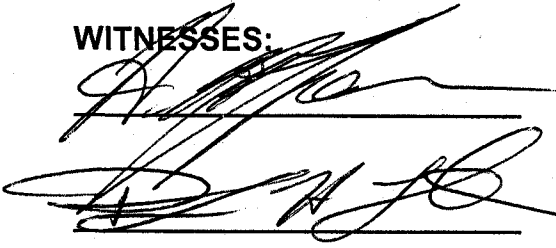
ATTEST:
SHARON R. BOCK, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene,
Chairperson

WITNESSES:

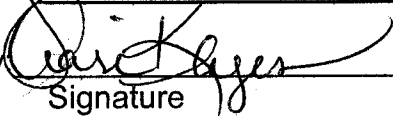


THE NATIONAL CENTER FOR JEWISH CULTURAL ARTS, INC.

EIN Number: 65-0864003

By: SHARI KLAGES
Name (Type or Print)


Title: DIRECTOR

By: 
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: 
Dennis Eshleman, Director
Parks and Recreation Department

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

Name of Agency: **The National Center for Jewish Cultural Arts, Inc.**

Mailing Address: **11435 W. Palmetto Park Road, Suite E, Boca Raton, FL
33428**

Federal Employer Identification Number: 65-0864003

Name of President: Abraham 'Avi' Hoffman

Name of Executive Director: Abraham 'Avi' Hoffman

Project Liaison Information:

Name: Shari Klages

Telephone #: (561) 482-4144

Fax #: (561) 482-4117

e-mail: shari@newvistatheatre.com

Purpose/Mission of Agency: Established in 1998, The National Center for Jewish Cultural Arts, Inc. (NCJCA) is a facilitating organization which promotes and presents Jewish cultural events and performers throughout North America. The New Vista Theatre Company is the vehicle through which all genres of professional theater productions are presented.

PROJECT INFORMATION

1. Name of Project: New Vista Theatre Company Expenses
2. Project Description
 - General (Project Scope): Produce three Broadway caliber musicals to be presented at The West Boca Raton Community High School during the 2008/2009 season.
To enhance the cultural life of South Floridians by bringing the
 - Public Purpose: highest quality live professional theater to Western Palm Beach County while utilizing Palm Beach County students in both technical and performance capacities.
 - Location and Date: Performance Venue: West Boca Raton Community High School
12811 Glades Road, Season: November 1, 2008 - May 17, 2009
 - Anticipated Number of Participants/Users: 22,000
3. 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.
 - Advertising
 - Materials and Equipment
 - Personnel Expense
 - Rent (Office and Venue) *and other miscellaneous expenses*
4. Estimated Lump Sum Total for Project: \$ 1,500,000
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). October 1, 2008 to December 31, 2008

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. Do not submit reimbursement documentation at this time. 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.

6. Required Attachment:
Certificate of Insurance

Amount of Recreation Assistance Program Funding awarded

\$10,000

District 5

(filled in by County)

Transfer from District 5 Gas Tax

Form available online by request. Contact Susan Yinger at svinger@pbcgov.com



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date _____

Grantee: _____

Project Name: _____

Submission #: _____

Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

- C = Contractual Services
- S = Salary & Wages
- M = Materials, Supplies, Direct Purchases
- E = Equipment
- T = Travel
- I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator

Date

Financial Officer

Date

PBC USE ONLY

County Funding Participation \$ _____

Total Project Costs To Date: \$ _____

County Obligation To Date \$ _____

County Retainage (_____ %) \$ _____

County Funds Previously Disbursed \$ _____

County Funds Due this Billing \$ _____

Reviewed and Approved By: _____

PBC Project Administrator

Date

Department Director

Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CB
NEW0V11

DATE (MM/DD/YYYY)
08/18/08

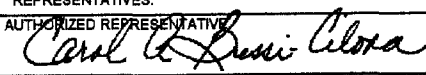
PRODUCER Tanenbaum Harber of Florida 2900 SW 149th Avenue Miramar FL 33027-6605 Phone: 954-883-2900 Fax: 954-517-7400	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED NCJCA dba New Vista Theatre Co Peter Librach 11435 W Palmetto Park Rd., #E Boca Raton FL 33428	INSURER A: Great Divide Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket A.I. Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	CNA1018464	11/07/07	11/07/08	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
						MED EXP (Any one person)	\$ EXCLUDED
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCA1017962	11/07/07	11/07/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
A		OTHER Theatrical Floater	CNA1018464	11/07/07	11/07/08	THEAT PRO	\$55,000
A		OFFICE CONTENTS	CNA1018464	11/07/07	11/07/08	OFF CONTS	\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder is hereby included as additional insured as respects any liability claim arising out of the negligence of the name insured.

CERTIFICATE HOLDER PALMCO1 PALM BEACH COUNTY PARKS AND RECREATION 2700 6TH AVE. SOUTH LAKE WORTH FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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