

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 6, 2007

☒ 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 Boca Raton Philharmonic Symphonia, Inc. for the period February 6, 2007, through March 30, 2007, in an amount not-to-exceed \$5,000 for the Sounds of the Season Concert.

Summary: This funding is to help offset the cost of Sounds of the Season Concert held by Boca Raton Philharmonic Symphonia, Inc. at the Countess de Hoernle Amphitheater at Mizner Park in Boca Raton on December 2, 2006. The Agreement allows for the reimbursement of eligible project costs incurred by the Boca Raton Philharmonic Symphonia, Inc. subsequent to October 1, 2006. Funding is from the Recreation Assistance Program (RAP). District 4 (AH)

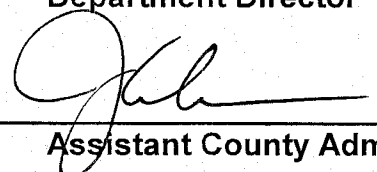
Background and Justification: Boca Raton Philharmonic Symphonia, Inc. is a not-for-profit organization that provides professional classical music to the greater Boca Raton community through performances and educational outreach featuring acclaimed conductors and soloists. The Sounds of the Season Concert was offered at the Countess de Hoernle Amphitheater in Boca Raton on December 2, 2006. The concert was attended by approximately 7,000 people.

The total cost of the concert was approximately \$55,000 for musician and guest artist fees, production and technical fees, venue rental, security, marketing, fundraising, and administrative overhead. The funding from the Recreation Assistance Program –District 4 will offset \$5,000 of that amount. The Agreement has been executed on behalf of Boca Raton Philharmonic Symphonia, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

1/12/07
Date

Approved by: 
Assistant County Administrator

1/30/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
Budget Account No.: Fund 3600 Department 583 Unit R904
Object 8201 Program N/A

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

Recreation Assistance Program

District 4 3600-583-R904-066-8201 \$5,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

John D. 1-23-07
OFMB
B. Legal Sufficiency: ms 1/22/07 HB 07

John J. Jacobson 1/29/07
Contract Development and Control
Done 1/29/07
This Contract complies with our
contract review requirements.

Anne Helgard 1-30-07
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

G:\SYINGER\RAP06-07\District 4\Boca Raton Phillharmonic Symphonia\Agenda.doc

AGREEMENT BETWEEN PALM BEACH COUNTY AND BOCA RATON PHILHARMONIC SYMPHONIA, INC. FOR THE SOUNDS OF THE SEASON CONCERT

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 Boca Raton Philharmonic Symphonia, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Philharmonic Symphonia".

W I T N E S S E T H:

WHEREAS, Philharmonic Symphonia is a not-for-profit organization that provides professional classical music to the greater Boca Raton community through performances and educational outreach featuring acclaimed conductors and soloists; and

WHEREAS, Philharmonic Symphonia offers the Michael & Madelyn Savarick Concert Series, which featured the Sounds of the Season concert ("Concert") on December 2, 2006 at the Countess de Hoernle Amphitheater at Mizner Park in Boca Raton; and

WHEREAS, the Concert was offered free of charge to the general public and approximately 7,000 people were in attendance; and

WHEREAS, the total annual cost of the Concert was \$55,000 for musician and guest artist fees, production and technical fees, venue rental, security, marketing, fundraising, and administrative and overhead costs; and

WHEREAS, Philharmonic Symphonia has requested \$5,000 from County to help offset Concert costs; and

WHEREAS, County desires to provide funding to assist Philharmonic Symphonia with costs for the Concerts; and

WHEREAS, funding to assist Philharmonic Symphonia with the Concert in an amount not-to-exceed \$5,000 is available from the Recreation Assistance Program (RAP) - District 4; and

WHEREAS, cultural and recreational programs serve 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 \$5,000 to Philharmonic Symphonia for the Concert for musician and guest artist fees, production and technical fees, venue rental, security, marketing, fundraising, and administrative and overhead costs, and other miscellaneous expenses related to the Concert, 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 Philharmonic Symphonia 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 Philharmonic Symphonia. Said information shall list each invoice paid by Philharmonic Symphonia and shall include the vendor invoice number; invoice date; and the amount paid by Philharmonic Symphonia along with the number and date of the respective check and/or proof of payment for said payment. Philharmonic Symphonia shall attach a copy of each vendor invoice paid by Philharmonic Symphonia along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Philharmonic Symphonia's Program Administrator and Project Financial Officer shall certify the total funds spent by Philharmonic Symphonia on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Philharmonic Symphonia and approved by Philharmonic Symphonia as indicated.

3. Philharmonic Symphonia incurred expenses for the Project beginning on October 1, 2006. Those costs incurred by Philharmonic Symphonia for the Project approved and submitted accordingly by Philharmonic Symphonia subsequent to October 1, 2006, 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 Philharmonic Symphonia 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. Philharmonic Symphonia warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Philharmonic Symphonia 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. Philharmonic Symphonia shall be responsible for all costs of operation and maintenance of the Project.

8. The term of this Agreement shall be until March 30, 2007, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Philharmonic Symphonia is in default of its obligations under this Agreement, the County shall provide Philharmonic Symphonia thirty (30) days written notice to cure the default. In the event Philharmonic Symphonia 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 Philharmonic Symphonia for the Project deemed to be in default and Philharmonic Symphonia shall return any County RAP funds already collected by Philharmonic Symphonia 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. Philharmonic Symphonia shall complete the Project by December 31, 2006, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2006, through December 31, 2006. Philharmonic Symphonia 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 30, 2007. Upon written notification to County at least ninety (90) days prior to that date Philharmonic Symphonia may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Philharmonic Symphonia's request for said extension.

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

13. Philharmonic Symphonia 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 Philharmonic Symphonia. 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 Philharmonic Symphonia 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, Philharmonic Symphonia 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 Philharmonic Symphonia, 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 apply for the period prior to the Agreement for which Philharmonic Symphonia is eligible to receive reimbursement from the County.

16. Philharmonic Symphonia 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. The requirements contained herein, as well as County's review of acceptance of insurance maintained by Philharmonic Symphonia are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Philharmonic Symphonia under the Agreement.

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

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

Additional Insured. Philharmonic Symphonia 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. Philharmonic Symphonia shall provide the Additional Insured endorsements coverage on a primary basis.

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

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

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

19. The County and Philharmonic Symphonia 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, Philharmonic Symphonia 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, either 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 Philharmonic Symphonia:

Administrator
Boca Raton Philharmonic Symphonia, Inc.
2285 Potomac Road
Boca Raton, FL 33431

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

By: _____
Deputy Clerk

WITNESSES:

Dusan V. Jorga
Veronica Kinnell

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

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

By: _____
Commissioner Addie L. Green, Chairperson

BOCA RATON PHILHARMONIC SYMPHONIA,
INC.
FEI Number: 20-1454440

By: *JAMES R. LUPFER*
Name (Type or Print)
Title: PRESIDENT

By: *[Signature]*
Signature

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*
Dennis Eshleman, Director
Parks and Recreation Department

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

BACKGROUND INFORMATION

Name and address of Agency:

Agency Name: **Boca Raton Philharmonic Symphonia**

Mailing Address: 2285 Potomac Road, Boca Raton, FL 33431

Federal Employer Identification Number: 20-1454440

Name of President: James Lupfer

Name of Executive Director: None, Annabel Russell is Administrator

Project Liaison Information:

Name: Annabel Russell

Telephone: (561) 376-3848

Fax: (561) 417-6794

E-mail: thebocasymphonia@bellsouth.net

Purpose/Mission of Agency: to provide professional classical music to the greater Boca Raton community through performances and educational outreach featuring acclaimed conductors and soloists.

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: Michael & Madelyn Savarick Concert Series of the Boca Raton Philharmonic Symphonia, "Sounds of the Season"
2. Project/Program Description
 - General Purpose: Free concert open to the public to be held on December 2, 2006.
 - Public Purpose: provide free professional concert to the public
 - Location: Count de Hoernle Amphitheater at Mizner Park in Boca Raton
 - Anticipated Number of Participants: 7,000
3. Project/Program Elements: Musician and Guest Artist Fees, Production and Technical Fees, Venue Rental, Security, Marketing, Fundraising and Administrative Overhead.
4. Estimated Lump Sum Total for Project/Program: \$55,000
5. Project/Program Initiation Date and Anticipated End Date: October 1, 2006 to December 31, 2006
6. Required Attachment: Certificate of Insurance

Amount of Recreation Assistance Program Funding awarded: \$5,000
District 4



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 \$ _____

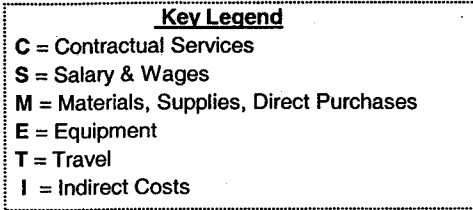
Reviewed and Approved By: _____

PBC Project Administrator

Date

Department Director

Date

**EXHIBIT B**

Date _____

Project Name: _____

Contract Reimbursement Period: _____

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Financial Officer

Date

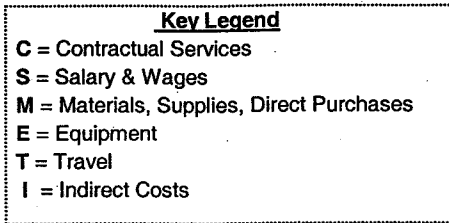


EXHIBIT B
(cont'd.)

Page 3 of _____

ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID BE BOCAR-2	DATE (MM/DD/YYYY) 12/05/06
PRODUCER Avante Insurance Agency, Inc. 7490 West Flagler Street Miami FL 33144 Phone: 305-648-7070 Fax: 305-648-7090		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.	
INSURED Boca Raton Philharmonic 2285 Potomac Road Boca Raton FL 33431		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A Century Surety Company	
		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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
LTR	INSRD						
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GPM: AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC	CCP444068	09/28/06	09/28/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCURRENCE) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPOS AGG	\$ 1,000,000 \$ 50,000 \$ 2,000 \$ 1,000,000 \$ 2,000,000 \$ Included
		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 DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE WC STATUTORY LIMITS CL EACH ACCIDENT FL D SEASE - EA EMPLOYEE EL D SEASE - POLICY LIMIT	\$ \$ \$ \$ \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Clubs - Civic, service or social - no bldgs or premises ow Palm Beach County as additional Insured	
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CERTIFICATE HOLDER Palm Beach County c/o Parks & Recreation Dept. 2700 6 Avenue 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 30 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 Beatriz Bruno
--	--



Boca Raton
Philharmonic
Symphonia

2285 Potomac Road • Boca Raton, Florida 33431

561-376-3848 • 888-426-5577

thebocasymphonia@bellsouth.net • www.bocasymphonia.org

November 30, 2006

BOARD OF DIRECTORS

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Millicent E. Duvall
Vice President, Administration

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Vice President, Marketing

Madelyn Savarick
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Martin L. Coyne
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Bonnie Koenig
Bob Luptak
Mimi Sadler
George Sparks
Martin B. Stein
Susan Wheelchel
Clement C. Winke, Jr.

Marshall Turkin, Founder

The Boca Raton Philharmonic Symphonia, Inc. is a 501(c)(3) not-for-profit corporation in the State of Florida. Its registration number is CH18283 and it meets all requirements specified by the Florida Solicitation of Contributors Act. A copy of the official registration and financial information may be obtained by calling toll free 1-800-435-7352 within the state. Registration does not imply endorsement, approval or recommendation by the state.

Mr. Dennis Eshleman, Director
Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

Re: Palm Beach County FY 2006-2007 RAP Funding

Dear Mr. Eshleman:

Enclosed please find a completed copy of the Recreation Assistance Program Exhibit "A", together with a copy of the Boca Raton Philharmonic Symphonia's Certificate of Liability Insurance, naming Palm Beach County as an additional insured. It has been determined that the Symphonia is not required by the State of Florida to carry worker's compensation insurance, because the Symphonia employs fewer than four employees.

I hope that this information is sufficient for your purposes. Please do not hesitate to call me at (561) 994-6657 if you have any questions or need additional information. The Boca Raton Philharmonic Symphonia appreciates the support from Commissioner Mary McCarty, the Board of County Commissioners and the Parks and Recreation Department for the free community concerts at Mizner Park.

Sincerely,

Roberta Meyerson
Grant Writer