

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 5, 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:

- A) Agreement with Centre for the Arts at Mizner Park, Inc. for the period February 5, 2008, through June 17, 2008, in an amount not-to-exceed \$150,000 for tent rental costs for the Festival of the Arts Boca event;
- B) A Budget Transfer of \$150,000 in the Transportation Improvement Fund from Reserve for District 4 to the County Transportation Trust Fund;
- C) A Budget Transfer of \$150,000 in the Transportation Trust Fund increasing the annual transfer from the Transportation Improvement Fund and decreasing the annual transfer from the General Fund;
- D) A Budget Transfer of \$150,000 in the General Fund decreasing the annual transfer to the County Transportation Trust Fund and increasing the annual transfer to the Park Improvement Fund; and
- E) A Budget Amendment of \$150,000 in the Park Improvement Fund increasing the annual transfer from the General Fund and increasing the appropriation to the District 4 Recreation Assistance Program (RAP).

Summary: This funding is to help offset the cost of tent rental for the Festival of the Arts Boca event (the Event) to be held from February 29 through March 16, 2008. The Event allows for the reimbursement of eligible project costs incurred by the Centre for the Arts at Mizner Park, Inc. subsequent to February 26, 2008. The budget transfers and budget amendment increase the gas tax support and decrease the ad valorem support of the County Transportation Trust Fund, thereby allowing for the allocation of the available ad valorem support to the District 4 Recreation Assistance Program. At the November 21, 2006 Board meeting, the flexibility of up to \$200,000 in transfers was approved for this purpose. With the approval of this project, the remaining balance available in transfers for District 4 is \$50,000. District 4 (AH)

Background and Justification: Centre for the Arts at Mizner Park, Inc. is a not-for-profit organization whose purpose is to expand cultural resources in the community by creating cooperative programming opportunities in music, dance, theater, film, and fine arts. The Centre for the Arts at Mizner Park offers the Event for seventeen days in February and March to feature the best of music, literature, food and wine for all of South Florida, as well as providing an educational component for the area's children. The Event is held in the Amphitheatre at Mizner Park in a rented clear span tent that allows up to 3,400 people for each event to experience world class talent secure from the weather.

The total cost of the tent rental and associated expenses is anticipated to be approximately \$150,000 for tent rental costs, accessory lighting, air conditioning, flooring and related furnishings, tent installation, tent removal, labor costs, and other miscellaneous expenses related to the Event. This funding from the Recreation Assistance Program –District 4 will offset that amount. The Agreement has been executed on behalf of Centre for the Arts at Mizner Park, Inc., and now needs to be approved by the Board of County Commissioners.

Attachments:

- 1. Agreement
- 2. Budget Transfers (3)
- 3. Budget Amendment
- 4. Commissioner Authorization

Recommended by: _____

Department Director

Date

1/14/08

Approved by: _____

Assistant County Administrator

Date

1/24/08

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>150,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</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>150,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X

Budget Account No.: Fund _____ Department _____ Unit _____
Object _____ Program N/A

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

Transportation Improvement Fund/Reserve for District 4 (3500-368-9114-9907)

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Jim Omb 1-17-08
OFMB
1-15-08 5/2/08 1/18/08
Contract Development and Control
1/18/08
This Contract complies with our contract review requirements.

B. Legal Sufficiency:

Anne Delgany 1/23/08
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND CENTRE FOR THE ARTS
AT MIZNER PARK, INC. FOR TENT RENTAL COSTS FOR THE FESTIVAL OF THE
ARTS BOCA EVENT**

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 Centre for the Arts at Mizner Park, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Centre for the Arts at Mizner Park".

W I T N E S S E T H:

WHEREAS, Centre for the Arts at Mizner Park is a not-for-profit agency whose purpose is to expand cultural resources in the community by creating cooperative programming opportunities in music, dance, theater, film, and fine arts; and

WHEREAS, Centre for the Arts at Mizner Park offers the annual Festival of the Arts Boca event (the "Event"), which features the best of music, literature, food and wine for all of South Florida, as well as providing an educational component for the area's children; and

WHEREAS, The Event is held in the Amphitheater at Mizner park in a rented clear span tent that allows up to 3,400 people for each event to experience world class talent secure from the weather; and

WHEREAS, this year's Event will be held for seventeen (17) days, and is estimated to attract over 20,000 participants; and

WHEREAS, Centre for the Arts at Mizner Park has requested \$150,000 from County to offset costs for tent related expenses for the Event to include tent rental costs, accessory lighting, air conditioning, flooring, and related furnishings, tent installation, tent removal, labor costs, and other miscellaneous expenses relating to the Event; and

WHEREAS, County desires to provide funding for tent rental costs for the Event; and

WHEREAS, funding to assist Centre for the Arts at Mizner Park with tent related expenses for the Event in an amount not-to-exceed \$150,000 is available from the Recreation Assistance Program (RAP) - District 4; and

WHEREAS, cultural and educational events 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 \$150,000 to Centre for the Arts at Mizner Park for tent rental costs, accessory lighting, air conditioning, flooring, and related furnishings, tent installation, tent removal, labor costs, and other miscellaneous expenses relating to the Event, 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 Centre for the Arts at Mizner Park 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 Centre for the Arts at Mizner Park. Said information shall list each invoice paid by Centre for the Arts at Mizner Park and shall include the vendor invoice number; invoice date; and the amount paid by Centre for the Arts at Mizner Park along with the number and date of the respective check and/or proof of payment for said payment. Centre for the Arts at Mizner Park shall attach a copy of each vendor invoice paid by Centre for the Arts at Mizner Park 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, Centre for the Arts at Mizner Park's Program Administrator and Project Financial Officer shall certify the total funds spent by Centre for the Arts at Mizner Park on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Centre for the Arts at Mizner Park and approved by Centre for the Arts at Mizner Park as indicated.

3. Centre for the Arts at Mizner Park will incur expenses for the Project beginning on February 26, 2008. Those costs incurred by Centre for the Arts at Mizner Park for the Project approved and submitted accordingly by Centre for the Arts at Mizner Park subsequent to February 26, 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 Centre for the Arts at Mizner Park 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. Centre for the Arts at Mizner Park warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Centre for the Arts at Mizner Park 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. Centre for the Arts at Mizner Park shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until June 17, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Centre for the Arts at Mizner Park is in default of its obligations under this Agreement, the County shall provide Centre for the Arts at Mizner Park thirty (30) days written notice to cure the default. In the event Centre for the Arts at Mizner Park 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 Centre for the Arts at Mizner Park for the Project deemed to be in default and Centre for the Arts at Mizner Park shall return any County RAP funds already collected by Centre for the Arts at Mizner Park 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. Centre for the Arts at Mizner Park shall complete the Project by April 17, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of February 26, 2008, through April 17, 2008. Centre for the Arts at

Mizner Park shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before June 17, 2008. Upon written notification to County at least ninety (90) days prior to that date Centre for the Arts at Mizner Park may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Centre for the Arts at Mizner Park's request for said extension.

12. In the event Centre for the Arts at Mizner Park 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 Centre for the Arts at Mizner Park. The determination that Centre for the Arts at Mizner Park has ceased or suspended the Project shall be made by County and Centre for the Arts at Mizner Park agrees to be bound by County's determination.

13. Centre for the Arts at Mizner Park 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 Centre for the Arts at Mizner Park. 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 Centre for the Arts at Mizner Park 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, Centre for the Arts at Mizner Park 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 Centre for the Arts at Mizner Park,

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 Centre for the Arts at Mizner Park is eligible to receive reimbursement from the County.

16. Centre for the Arts at Mizner Park 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. Centre for the Arts at Mizner Park 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 of acceptance of insurance maintained by Centre for the Arts at Mizner Park are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Centre for the Arts at Mizner Park under the Agreement.

Commercial General Liability. Centre for the Arts at Mizner Park 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. Centre for the Arts at Mizner Park shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. Centre for the Arts at Mizner Park shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Centre for the Arts at Mizner Park shall provide this coverage on a primary basis.

Additional Insured. Centre for the Arts at Mizner Park 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." Centre for the Arts at Mizner Park shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Centre for the Arts at Mizner Park 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 Centre for the Arts at Mizner Park 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 Centre for the Arts at Mizner Park enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Centre for the Arts at Mizner Park 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, Centre for the Arts at Mizner Park shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Centre for the Arts at Mizner Park 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 Centre for the Arts at Mizner Park, County shall have the right to inspect and audit

said books, records, documents and other evidence during normal business hours.

19. The County and Centre for the Arts at Mizner Park 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, Centre for the Arts at Mizner Park 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 Centre for the Arts at Mizner Park:

Chairman
Centre for the Arts at Mizner Park, Inc.
433 Plaza Real, Suite 339
Boca Raton, FL 33432

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 HEREOF, 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:
Ruth E. Sullivan
[Signature]

CENTRE FOR THE ARTS AT MIZNER PARK,
INC.

FEI Number: 650748038

By: Centre for the Arts at Mizner Park, INC.
[Signature]
Name (Type or Print)

Title: Chair

By: [Signature]
Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

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

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

Name of Agency: Centre for the Arts at Mizner Park, Inc.
433 Plaza Real, Suite 339
Boca Raton, FL 33432

Federal Employer Identification Number: 650748038

Name of Chair: Wendy U. Larsen

Name of President & CEO: John E. Collins

Project Liaison Information:

Name: John Collins
Telephone #: 561.368.8445
Fax #: 561.961.2098
e-mail: jcollins@centre4artsboca.com

Purpose/Mission of Agency:

To expand the cultural resources in the heart of the community by creating cooperative programming opportunities in music, dance, theater, film, and fine arts.

PROJECT INFORMATION

1. Name of Project: Tent Rental Costs – Festival of the Arts Boca Event
2. Project Description
 - General (Project Scope): To create an internationally known Festival of the Arts for Palm Beach County located in the heart of South County featuring the very best of music, literature, food and wine for all of South Florida with an educational component available for the area's children. The venue is the Amphitheater at Mizner Park, an outdoor venue; the principal tent is a clear span tent which allows up to 3,400 people for each event to experience world-class talent secure from the weather in an informal setting; adjacent tents allow for Festival lectures, related events and artist hospitality. This year's Festival spans seventeen days.
 - Public Purpose: Educational and cultural sustenance
 - Location and Date: Boca Raton, FL - 2/20/08 – 3/17/08
 - Anticipated Number of Participants/Users: 20,000 +
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.
 - Tent rentals (including accessory lighting, air conditioning, flooring and related furnishings)
 - Tent installation, removal and related labor
4. Estimated Lump Sum Total for Project: \$150,000
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). 02/26/08 to 04/17/08

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

\$150,000
District 4
(filled in by County)



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 _____



Key Legend

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

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

EXHIBIT B

Grantee: _____

Submittal #: _____

Date

Project Name: _____

Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice		Amount	Expense Description
			Number	Date	Number	Date		
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					TOTAL \$			

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

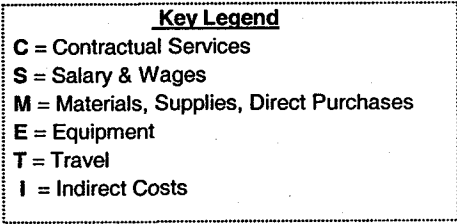


EXHIBIT B
(cont'd.)

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ACORD		CERTIFICATE OF LIABILITY INSURANCE		OP ID MB CENAR01	DATE (MM/DD/YYYY) 11/26/07
PRODUCER Gateway Insurance Agency Fort Lauderdale Branch 2430 W. Oakland Park Blvd. Fort Lauderdale FL 33311 Phone: 954-735-5500 Fax: 954-735-2852		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 Centre for Arts at Mizner Park Attn: Mr. Charles Hoffman 433 Plaza Real, 339 Boca Raton FL 33432		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A: Lexington Insurance Company		024074	
		INSURER B: Ohio Casualty Insurance Co.			
		INSURER C: Technology Insurance Co.			
		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 INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A X	GENERAL LIABILITY	9UAIP0000223401104	12/31/06	12/31/07	EACH OCCURRENCE	\$ 1000000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ excl	
					PERSONAL & ADV INJURY	\$ 1000000	
					GENERAL AGGREGATE	\$ 2000000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2000000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	9UAIP0000223401104	12/31/06	12/31/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
					AUTO ONLY: AGG	\$	
B	EXCESS/UMBRELLA LIABILITY	EU0753040021	12/31/06	12/31/07	EACH OCCURRENCE	\$ 4000000	
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4000000	
						\$	
						\$	
						\$	
	DEDUCTIBLE						
	<input checked="" type="checkbox"/> RETENTION \$0						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TWC3119977	01/25/07	01/25/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER		
	E.L. EACH ACCIDENT				\$ 500000		
	E.L. DISEASE - EA EMPLOYEE				\$ 500000		
	E.L. DISEASE - POLICY LIMIT				\$ 500000		
	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
Certificate Holder is listed as Additional Insured with respects to the General Liability ONLY.

CERTIFICATE HOLDER	CANCELLATION
PALBE22	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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.
PALM BEACH COUNTY c/o PARKS & RECREATION DEPT 2700 6TH AVENUE SOUTH LAKE WORTH FL 33461	

2008 _____

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**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer**

BGEX 010708-2007

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/07/08	REMAINING BALANCE
<u>TRANSFERS-COUNTY TRANS TRUST</u>								
3500-821-8006-9026	Tr To Co Trans Trust Fd 1201	2,000,000	2,159,665	150,000	0	2,309,665	0	2,309,665
<u>RESERVE FOR DISTRICT 4</u>								
3500-368-9114-9907	Res-Future Construction	2,023,953	2,546,374	<u>0</u>	<u>150,000</u>	2,396,374		
				150,000	150,000			
(Centre for the ARTS at Mizner Park Inc. 2008 Tent Event-RAP)								

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 02/05/08

Engineering & Public Works

R. D. Ward1/2/08

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

2008 _____

Page 1 of 1

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGRV 010708-352

FUND County Transportation Trust

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/07/08	REMAINING BALANCE
<u>COUNTY TRANS TRUST</u>								
1201-800-8006-8162	Tr Fr Transport Imp Fd 3500	2,000,000	2,159,665	150,000	0	2,309,665	0	2,309,665
<u>COUNTY TRANS TRUST</u>								
1201-800-8006-8000	Tr Fr General Fund Fd 0001	9,924,198	9,764,533	<u>0</u>	<u>150,000</u>	9,614,533		
				150,000	150,000			
(Centre for the ARTS at Mizner Park, Inc 2008 Tent Event – RAP)								

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 02/05/08

Engineering & Public Works

R. A. Ward

1/7/08

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

08-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1

BGEX 583 123107*1985

FUND 0001 - GENERAL FUND

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/31/07	REMAINING BALANCE
Transfers								
0001-820-9100-9184	Tr To Park Imprv Fd 3600	1,100,000	1,259,685	150,000	0	1,409,685	287,500	1,122,185
0001-820-9100-9026	Tr To Co Trans Trust Fd 1201	9,924,198	9,878,883	0	150,000	9,728,883	2,468,550	7,260,334
TOTAL				150,000	150,000			


Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date



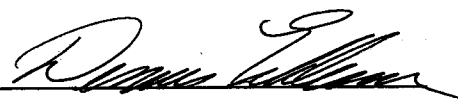
By Board of County Commissioners
At Meeting of
February 5, 2008
Deputy Clerk to the Court

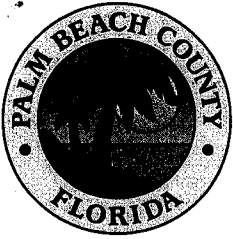
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 583 123107*347
BGEX 583 123107*1986

FUND 3600 - PARK IMPROVEMENT

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/31/07	REMAINING BALANCE
REVENUES								
3600-800-8000-8000	Tr Fr General Fund Fd 0001	1,100,000	1,259,685	150,000	0	1,409,685		1,409,685
TOTAL RECEIPTS & BALANCES		15,440,494	17,625,301	150,000	0	17,775,301		
APPROPRIATIONS								
3600-583-R914-002-8201	Contributions-Non-Govts Agnces	0	0	150,000	0	150,000		150,000
TOTAL APPROPRIATIONS & EXPENDITURES		15,440,494	17,625,301	150,000		17,775,301		

Signatures	Date	By Board of County Commissioners At Meeting of February 5, 2008 Deputy Clerk to the Court
	2/4/08	
Parks and Recreation Department INITIATING DEPARTMENT/DIVISION		
Administration/Budget Department Approval		
OFMB Department - Posted		



P.O. Box 1989
West Palm Beach, FL 33402-1989
(561) 355-2001
FAX: (561) 355-3990
www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Warren H. Newell

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

*"An Equal Opportunity
Affirmative Action Employer"*

 printed on recycled paper

October 1, 2007

Ms. Wendy U. Larsen,
Chair of the Board of Directors
Centre for the Arts at Mizner Park
433 Plaza Real, Suite 339
Boca Raton, FL 33432

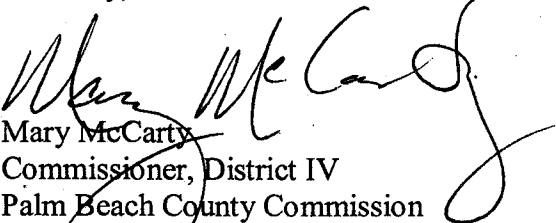
Dear Ms. Larsen:

This is formal notification that I am awarding \$150,000 from the District IV, FY 2007-08 Recreation Assistance Program to assist with the costs associated with the tent to hold the Festival of the Arts Boca Event.

Your request and a copy of this letter are being forwarded for handling to the Program Administrator, Susan Yinger. As you may know, this program is processed on a reimbursement basis.

I am pleased to have this opportunity to participate in the efforts of Centre for the Arts at the Mizner Park. Please feel free to contact me if you have any questions.

Sincerely,


Mary McCarty
Commissioner, District IV
Palm Beach County Commission

MM:kfs

cc: Susan Yinger