

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 11, 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 Boca Raton Philharmonic Symphonia, Inc. for the period March 11, 2008, through July 30, 2008, in an amount not-to-exceed \$5,000 for funding of the American Music Celebration concert.

**Summary:** This funding is to help offset costs for the American Music Celebration concert being held at the Mizner Park Amphitheatre in Boca Raton on April 18, 2008. The concert is anticipated to be attended by approximately 3,000 people. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to January 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 4 Funds. 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 American Music Celebration concert is a free public concert to be offered at the Mizner Park Amphitheatre in Boca Raton.

The total cost of the concert is anticipated to be approximately \$35,000 for musicians and conductor technical services, venue rental, and other miscellaneous expenses. The \$5,000 provided from District 4 RAP funding will help offset a portion of the concert expenses. 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

2/12/08  
Date

Approved by: \_\_\_\_\_

Assistant County Administrator

2/28/08  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
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-R904-092-8201                      \$5,000

### C. Departmental Fiscal Review:

*my in-kind match*

## III. REVIEW COMMENTS

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

*atwillhite 2-25-08*  
OFMB *ss*  
*2/22/08*  
*SK 2/15/08*  
*CM 2/14/08*

*Jim J. Javoy 2/26/08*  
Contract Development and Control  
*2/26/08*

### B. Legal Sufficiency:

*Anne Delgent 2/26/08*  
Assistant County Attorney

This Contract complies with our  
contract review requirements.

### C. Other Department Review:

\_\_\_\_\_  
Department Director

REVISED 10/95  
ADM FORM 01

G:\SYINGER\RAP07-08\District 4\Boca Raton Philharmonic Symphonia\Agenda.doc

**AGREEMENT BETWEEN PALM BEACH COUNTY AND BOCA RATON PHILHARMONIC SYMPHONIA, INC. FOR THE AMERICAN MUSIC CELEBRATION 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".

**WITNESSETH:**

**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 is offering the American Music Celebration Concert ("Concert") at the Mizner Park Amphitheatre in Boca Raton on April 18, 2008; and

**WHEREAS**, the free public Concert will attract approximately three thousand (3,000) spectators; and

**WHEREAS**, the total cost of the Concert is anticipated to be approximately \$35,000 for musicians and conductor (contractual services), technical services (light and sound), venue rental, and other miscellaneous expenses; 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 Concert; 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 musicians and conductor (contractual services), technical services (light and sound), venue rental, 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 January 1, 2008. Those costs incurred by Philharmonic Symphonia for the Project approved and submitted accordingly by Philharmonic Symphonia subsequent to January 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 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 the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until July 30, 2008, 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 April 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 1, 2008, through April 30, 2008. 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 July 30, 2008. 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. Philharmonic Symphonia 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 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 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, 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**

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Commissioner Addie L. Greene, Chairperson

**WITNESSES:**

*Dusan W. Yager*

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

*Denavica Kennett*

By: Martin L. Coyne  
Name (Type or Print)

Title: VP Administration

By: *[Signature]*  
Signature

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By: \_\_\_\_\_  
County Attorney

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

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

Name and Address of Agency: Boca Raton Philharmonic Symphonia, Inc., 2285 Potomac Road, Boca Raton, FL 33431

Federal Employer Identification Number: 20145440

Name of President: Harry Shuford

Name of Executive Director: Annabel Russell, Administrator

Project Liaison Information:

Name: Annabel Russell

Telephone #: (561) 376-3848

Fax #: (561) 994-4909

e-mail: thebocasymphonia@bellsouth.net

Purpose/Mission of Agency: To provide professional classical music in and around the greater Boca Raton area through performances and educational outreach featuring renowned conductors and soloists.

**PROJECT INFORMATION**

1. Name of Project: American Music Celebration Concert at Mizner Park

2. Project Description

- General (Project Scope):

free concert open to the public

- Public Purpose: provided a free concert of light American classical music
- Location and Date: Mizner Park Count de Hoernle Amphitheater, Boca Raton April 18, 2008
- Anticipated Number of Participants/Users: 3000

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.

musicians, conductor (contractual services)  
technical services - light and sound  
venue rental  
miscellaneous expenses

4. Estimated Lump Sum Total for Project: \$ 35,000

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). Jan 1, 2008 to April 30, 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 X

Amount of Recreation Assistance Program Funding awarded

\$5,000

District 4

(filled in by County)

Form available online by request. Contact Susan Yinger at [syinger@pbcgov.com](mailto:syinger@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



**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: \_\_\_\_\_

Date: \_\_\_\_\_  
Project Name: \_\_\_\_\_

Submittal #: \_\_\_\_\_

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.

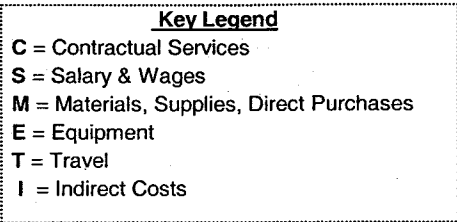
Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Financial Officer

\_\_\_\_\_  
Date



**EXHIBIT B**  
**(cont'd.)**


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

Administrator

Date \_\_\_\_\_

Financial Officer

Date \_\_\_\_\_

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID BB BOCAR-2		DATE (MM/DD/YYYY) 12/06/07	
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:			
<b>COVERAGES</b>							
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			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CCP505358	09/28/07	09/28/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 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 AUTO ONLY: EA ACC \$ AGG \$
			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
			OTHER				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Clubs - Civic, service or soci al - no bldgs or premises ow  Palm Beach County as additional Insured							
CERTIFICATE HOLDER				CANCELLATION			
PALM BE  Palm Beach County c/o Parks & Recreation Dept. 2700 6 Avenue South Lake Worth FL 33461				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 			



Boca Raton  
Symphonia

2285 Potomac Road • Boca Raton, Florida 33431

561-376-3848 • 888-426-5577

thebocasymphonia@bellsouth.net • www.bocasymphonia.org

## BOARD OF DIRECTORS

### Officers

Harry Shuford  
President

Martin L. Coyne  
Vice President, Administration  
Founding President

Geri Murtagh  
Vice President, Marketing

Bob Luptak  
Vice President, Finance

### Directors

James A. Ballerano, Jr.  
Yvonne S. Boice  
Millicent E. Duvall  
Robert B. Greene, M.D.  
Jeffrey Kaye  
Bonnie Koenig  
Dick Lee  
James R. Lupfer  
Bruce Martin, M.D.  
Jon Robertson, D.M.A.  
Martin B. Stein

Alexander Platt  
Principal Conductor  
Artistic Advisor

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.

December 7, 2007

Mr. Dennis L. Eshleman, Director  
Parks and Recreation Department  
2700 6<sup>th</sup> Avenue South  
Lake Worth, Florida 33461

Re: Palm Beach County Recreation Assistance Program (RAP)  
Funding for Free Concert FY 2007-2008

Dear Mr. Eshleman:

I am pleased to enclose a completed copy of "Exhibit A" for the Palm Beach County Recreation Assistance Program funding, together with a certificate of insurance naming Palm Beach County as an additional insured.

Please be advised that the Boca Raton Symphonia does not carry worker's compensation insurance because there are fewer than four employees. The State of Florida does not require workers compensation insurance coverage for organizations employing less than four workers.

Please let me know if you require additional information. The Boca Raton Symphonia appreciates the support from Commissioner Mary McCarty, the Board of County Commissioners and the Parks and Recreation Department for the free community concert to be held in April 2008. Thank you for your consideration.

Sincerely,

  
Harry Shuford, President  
Boca Raton Philharmonic Symphonia, Inc.