

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 13, 2009

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) Tri-Party Agreement with the City of Boca Raton and The Children's Museum, Inc. in an amount not-to-exceed \$330,000 for the period January 13, 2009, through January 12, 2011, for design and construction of the Rickards House at the Children's Museum of Boca Raton campus; and B) Budget Transfer of \$330,000 within the \$25 Million GO Parks and Cultural Improvements Bond Fund - 2003 to The Children's Museum/Rickards House Project.

Summary: This allocation provides funding for design and construction of the Rickards House at the Boca Raton Children's Museum campus located at 498 Crawford Boulevard in Boca Raton. Expenses eligible for reimbursement include architectural design, construction of a 3,000 square-foot, two story house (Rickards House), all interior and exterior features of the Rickards House, integrated water/sewage/irrigation, drainage system, utility lines and easements, excavation and earthwork. The Agreement allows for the reimbursement of pre-agreement expenses in an amount not to exceed \$40,000 incurred subsequent to February 27, 2007. Funding is from the 2002 \$50 Million Recreational and Cultural Facilities Bond referendum. District 4 (PK)

Background and Justification: On February 27, 2007, the Board authorized redirection of \$330,000 from the 2002 \$50 Million Recreation and Cultural Facilities Bond previously earmarked for the Boca Raton Cultural Center to various south county projects, including moving and renovating the historic Raulerson House, proposed for donation to the Children's Museum, to its existing campus near to the Boca Raton City Hall building. The offer to donate the Raulerson House was subsequently withdrawn by its owner, and the District 4 Commissioner approved allowing The Children's Museum, Inc. to use the funding for design and construction of a replica of the historic Boca Raton Rickards House instead. The original Rickards House was the first house built in the City of Boca Raton. The new Rickards House's first floor will be used as a music hall featuring an open exhibit, program and performance area. The second floor will contain a grand room that will be available for use by groups seeking meeting space and for special presentations. The second floor will also contain a resource library, house archives, and provide an administrative office and a restroom.

The completion date for this project is January 12, 2011, and the term of the Agreement is until January 12, 2039, consistent with the term of other Bond projects. The Agreement has been executed by the City of Boca Raton and The Children's Museum, Inc., and now needs to be approved by the Board of County Commissioners.

Attachments:

1. Tri-Party Agreement
2. Budget Transfer

Recommended by: 
Department Director

12/17/08
Date

Approved by: 
Assistant County Administrator

1-8-09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>330,000</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>330,000</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:

FUND: \$25M GO 03, Parks & Cultural Facilities
 UNIT: Reserves
 Reserves-New Projects 3019-581-9900-9908 \$330,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Jim Dool 12.30.08
 OFMB *12/22/08*

Jim J. Jacob 11/17/09
 Contract Development and Control

B. Legal Sufficiency:

Paul F. Jr 1/8/09
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY, THE CITY OF BOCA RATON,
AND THE CHILDREN'S MUSEUM, INC. FOR DESIGN AND CONSTRUCTION OF
THE RICKARDS HOUSE AT THE CHILDREN'S MUSEUM OF BOCA RATON
CAMPUS**

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", the City of Boca Raton, a Florida Municipal Corporation, hereinafter referred to as "MUNICIPALITY", and The Children's Museum, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AGENCY".

WITNESSETH:

WHEREAS, AGENCY leases from MUNICIPALITY property which is located at 498 Crawford Boulevard in Boca Raton; and

WHEREAS, AGENCY desires to design and construct the Rickards House at the Children's Museum of Boca Raton Campus, hereinafter referred to as "the Project" at said location; and

WHEREAS, AGENCY has asked COUNTY to financially participate in the design and construction of said Project; and

WHEREAS, on November 5, 2002, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to certain recreation and cultural facilities, in the principal amount of \$50 Million "the \$50 Million Recreation and Cultural Facilities Bond"; and

WHEREAS, COUNTY has approved a recreation and cultural facilities project list and proposed funding allocations for the \$50 Million Recreation and Cultural Facilities Bond, as amended; and

WHEREAS, the Project represents one such recreation/cultural project; and

WHEREAS, AGENCY desires to operate and maintain the Project upon its completion; and

WHEREAS, the Project shall be open to and benefit all residents of Palm Beach County; and

WHEREAS, the parties desire to increase the recreational and cultural opportunities for residents of Palm Beach County and to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: GENERAL

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Agreement is to enhance recreational and cultural opportunities for use by the public and thereby provide a mechanism for COUNTY to assist AGENCY in the funding of the Project.

Section 1.03 COUNTY will pay to AGENCY a total amount not to exceed \$330,000 for the construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A".

AGENCY recognizes that COUNTY's funding of the Project is being paid from the proceeds of tax-exempt bonds issued by COUNTY. AGENCY agrees to provide COUNTY with a certification, in a form acceptable to COUNTY, from AGENCY's chief financial officer or independent accountant that each cost item for which COUNTY funding is requested under Article 3 of this Agreement constitutes a capital expenditure. In that regard, an item is considered a capital expenditure where the item has a useful life and benefit beyond one year or extends the Project's use beyond one year.

Section 1.04 AGENCY agrees to provide funding in an amount of \$0 or greater to complete the Project. The parties agree that COUNTY shall provide its portion of the funding only after AGENCY has expended \$0.

Section 1.05 COUNTY's representative during the design and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, telephone no. (561) 966-6685. AGENCY's representative during the construction of the Project shall be Poppi Mercier, Executive Director, The Children's Museum, Inc., at telephone no. 561-368-6875.

Section 1.06 AGENCY shall design and construct the Project upon property owned by MUNICIPALITY and leased by AGENCY as more fully described in Exhibit "B" attached hereto and made a part hereof.

Section 1.07 AGENCY shall utilize its procurement process for all design and construction services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY and MUNICIPALITY shall have no contractual obligation to any person retained by AGENCY with regard to the Project. Any dispute, claim, or liability that may arise as a result of AGENCY's procurement is solely the responsibility of AGENCY and AGENCY hereby holds COUNTY and MUNICIPALITY harmless for same to the extent permitted by law.

ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 AGENCY shall be responsible for the design and construction of the Project. AGENCY shall design and construct the Project in accordance with Exhibit "A", attached hereto and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 Prior to or upon execution of this Agreement by the parties hereto, AGENCY shall initiate its procurement process to select the necessary professional engineer and/or architect to perform all engineering and/or architectural design work, including, but not limited to, the preparation of plans, permits and specifications necessary for the design and construction of the Project.

Section 2.03 AGENCY shall provide a copy of the engineer's and/or architect's programming phase documents (i.e., site plan, floor plan, elevations, etc.) to COUNTY's Representative for review. COUNTY's Representative shall review said programming phase documents to ensure consistency with the intent of this Agreement.

Section 2.04 AGENCY shall be responsible for securing all permits and approvals necessary to construct the Project.

Section 2.05 Prior to AGENCY commencing construction of the Project, AGENCY shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY's Representative for review to ensure consistency with the intent of this Agreement.

Section 2.06 AGENCY agrees to totally complete the Project and open same to the public for its intended use within twenty four (24) months from the date of execution of this Agreement by the parties hereto. Upon notification to COUNTY at least ninety (90) days prior to that date, AGENCY may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny AGENCY's request for said extension.

Section 2.07 AGENCY shall submit quarterly project status reports to COUNTY's Representative on or before January 10, April 10, July 10, and October 10 during the design and construction of the Project. These Quarterly reports shall include but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY's Representative.

ARTICLE 3: FUNDING

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to AGENCY on a reimbursable basis. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of

AGENCY. Should the total cost of the Project exceed the amount as projected by AGENCY, AGENCY shall obtain and expend the excess funds required for completion of the Project. COUNTY shall not dispense any funds to AGENCY for the Project until AGENCY has obtained and expended said excess funds for the Project.

Section 3.02 COUNTY shall reimburse project costs under the terms of this Agreement to AGENCY on a quarterly basis from the date of execution of this Agreement; however, should the need arise for AGENCY to be reimbursed on a more frequent basis, then COUNTY will, at AGENCY's specific request for each instance, make its best efforts to reimburse AGENCY within forty five (45) days of such special request. For each requested payment, AGENCY shall provide to COUNTY's Representative a fully completed and executed Contract Payment Request Form and a Contractual Services Purchase Schedule Form, attached hereto and made a part hereof as Exhibit "C". Said forms shall include information listing each invoice as paid by AGENCY and shall include the vendor invoice number; invoice date; and the amount paid by AGENCY along with the number and date of the respective check or proof of payment for said payment. AGENCY shall attach a copy of each vendor invoice paid by AGENCY along with a copy of each respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form. Further, AGENCY's Project Administrator and Project Financial Officer shall certify the total funds spent by AGENCY on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule Form was paid by AGENCY as indicated.

Section 3.03 COUNTY shall retain not less than ten percent (10%) of the total amount allocated to AGENCY for the Project until AGENCY completes the Project and provides COUNTY with either a Certificate of Occupancy or a Project Completion Certification as determined by COUNTY, and COUNTY receives and approves all documentation as required in accordance with this Agreement.

Section 3.04 AGENCY shall provide a request for final reimbursement to COUNTY no later than ninety (90) days following completion of the Project and provision of either a Certificate of Occupancy or Project Completion Certification to COUNTY. COUNTY's representative shall visit the Project site to verify and approve said final reimbursement.

Section 3.05 COUNTY agrees to reimburse AGENCY an amount not to exceed \$40,000 for those approved pre-agreement costs accruing to the Project subsequent to February 27, 2007, as more fully described in Exhibit "D", Pre-Agreement Cost List.

Section 3.06 For construction projects fully funded by COUNTY, no more than 10% of COUNTY's funding for the project shall be used for design and engineering costs for the project and be eligible for reimbursement under this Agreement. For construction projects not fully funded by COUNTY, all design and engineering costs associated with the project shall be borne by AGENCY, and will not be eligible for reimbursement from COUNTY.

Section 3.07 COUNTY shall reimburse project costs only after AGENCY has expended its

share of project funding in its entirety. AGENCY shall provide COUNTY with a certification, in a form acceptable to COUNTY, from AGENCY's President, CEO, Chairman of the Board, Chief Financial Officer, or independent auditor that AGENCY has complied with this Project funding provision. COUNTY will be entitled to rely on that certification in reimbursing Project costs to AGENCY under this Agreement.

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 4.01 Upon completion, the Project shall remain the leased property of AGENCY. COUNTY shall not be required to pay AGENCY any additional funds for any other capital improvement required by or of AGENCY.

Section 4.02 AGENCY hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. AGENCY shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 AGENCY and MUNICIPALITY shall operate and maintain the Project for its intended use by the general public for a term of thirty (30) years from the execution of this Agreement by the parties hereto. AGENCY shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. AGENCY and MUNICIPALITY may not assign this Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 4.05 It is the intent of COUNTY to issue this funding assistance to AGENCY for the purpose set forth hereinabove. In the event AGENCY or MUNICIPALITY transfer ownership of the Project to a party or parties not now a part of this Agreement, other than another governmental entity that agrees to assume, in writing, AGENCY and MUNICIPALITY's obligations hereunder, COUNTY retains the right to reimbursement from AGENCY or MUNICIPALITY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should AGENCY or MUNICIPALITY transfer management of the project to a party or parties not now a part of this Agreement, AGENCY or MUNICIPALITY shall continue to be responsible for the liabilities and obligations as set forth herein. Further, AGENCY or MUNICIPALITY shall not transfer management of the Project to a third party without the written consent of COUNTY.

ARTICLE 5: USE OF THE PROJECT

Section 5.01 AGENCY and MUNICIPALITY warrant that the Project shall serve a public recreational or cultural purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis. AGENCY and

MUNICIPALITY shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation, gender identity, or expression, with respect to use of the Project.

Section 5.02 The term of this Agreement shall be for a period of thirty (30) years commencing upon the date of execution of this Agreement by the parties hereto. AGENCY and/or MUNICIPALITY shall restrict its use of the Project to recreational, cultural, civic, community and social purposes only unless otherwise agreed to in writing by the parties hereto.

Section 5.03 AGENCY shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the COUNTY seal and a list of County Commissioners, unless otherwise directed by COUNTY's Representative.

ARTICLE 6: ACCESS AND AUDITS

AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the acquisition/design/construction of the Project for at least five (5) years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by AGENCY until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the five (5) year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

ARTICLE 7: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

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

With a Copy to:

County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

As to MUNICIPALITY:

City Manager
City of Boca Raton
201 West Palmetto Park Road
Boca Raton, FL 33432

With a Copy to:

City Attorney
201 West Palmetto Park Road
Boca Raton, FL 33432

As to AGENCY:

President
The Children's Museum, Inc.
498 Crawford Boulevard
Boca Raton, FL 33432

Any changes in the above Notice information shall be given by mail by the changing party to the other parties to this Agreement.

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

COUNTY may terminate this Agreement upon written notice to AGENCY for non-compliance by AGENCY in the performance of any of the terms and conditions as set forth herein and where AGENCY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so. Further, if AGENCY does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require AGENCY to reimburse any funds provided to AGENCY pursuant to this Agreement either in whole or in part once COUNTY has reasonably determined that no other remedy is available.

ARTICLE 9: REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto 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.

ARTICLE 10: INDEMNIFICATION

It is understood and agreed that AGENCY 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. In the event a claim or lawsuit is brought against COUNTY and MUNICIPALITY or any of their officers, agents or employees AGENCY shall indemnify, save and hold harmless and defend COUNTY and MUNICIPALITY, their 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 intentional or negligent act or omission of AGENCY, its agents, servants and/or employees in the performance of this Agreement.

ARTICLE 11: INSURANCE

- A. AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, 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 AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the contract.
- B. **Commercial General Liability.** AGENCY 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. AGENCY shall provide this coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability.** AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
- D. **Additional Insured.** AGENCY shall endorse COUNTY and MUNICIPALITY 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." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- E. **Builder's Risk and Property Insurance.** AGENCY agrees to maintain property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on AGENCY's replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. AGENCY shall agree to be fully responsible for any deductible or self-insured retention.

- F. **Umbrella or Excess Liability.** If necessary, AGENCY may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. COUNTY and MUNICIPALITY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- G. **Waiver of Subrogation.** AGENCY hereby waives any and all rights of Subrogation against 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 AGENCY 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, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance.** Prior to execution of this Agreement by COUNTY, AGENCY shall deliver to COUNTY and MUNICIPALITY a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Contract 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.
- I. **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 Contract. 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.
- J. AGENCY shall require each Contractor engaged by AGENCY for work associated with this Agreement to maintain:
1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.

2. Commercial General Liability Insurance at not less than \$1,000,000 Each Occurrence. COUNTY shall be named in the coverage as an additional insured.
3. Business Auto Insurance with limits of not less than \$1,000,000 each accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.

ARTICLE 12: PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, AGENCY 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 36 months immediately preceding the date hereof. This notice is required by Section 287.133 (3)(a), Florida Statutes.

ARTICLE 13: CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

ARTICLE 14: SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 15: ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between COUNTY, MUNICIPALITY, and AGENCY, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Agreement. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 16: THIRD PARTY BENEFICIARIES

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, 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 parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
John F. Koons, Chairman

ATTEST:
CITY CLERK

By: *Samuel Davis*
Asst. City Clerk

CITY OF BOCA RATON

By: *Susan Wheeler*
Mayor

WITNESSES:

Poppi Mercier
Ed M. Kulan

THE CHILDREN'S MUSEUM, INC.

EIN # 596652019

By: *Penny Morey*
Name (Type or Print)

Title: President, Board of Directors

By: *Morey*
Signature

APPROVED AS TO TERMS AND
CONDITIONS

By: *Dennis L. Eshleman*
Dennis L. Eshleman, Director
Parks and recreation Department

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *Deborah Hill*
Agency Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
City Attorney

LIST OF EXHIBITS

- | | |
|------------------|---|
| EXHIBIT A | Project Description, Conceptual Site Plan, and Cost Estimate |
| EXHIBIT B | Legal Description of Property |
| EXHIBIT C | Contract Payment Request Form (Page 1 of 2) and
Contractual Services Purchase Schedule Form) (Page 2 of 2) |
| EXHIBIT D | Pre-Agreement Cost List |

EXHIBIT A

PROJECT DESCRIPTION, COST ESTIMATE, AND CONCEPTUAL SITE PLAN

EXHIBIT A

PROJECT DESCRIPTION, COST ESTIMATE, AND CONCEPTUAL SITE PLAN

Exhibit A: PROJECT DESCRIPTION **Children's Museum, Boca Raton, Florida**

The Children's Museum is located in a one story, wood frame building. The gross floor area is 1,640 square feet. Just south of this building is the administrative office, also in a one story, wood frame building. The gross floor area is 1,396 square feet.

It is proposed to construct a two-story building for the Children's Museum immediately south of these. The gross floor area will be 3,000 square feet. The building will face Crawford Boulevard. Its design is inspired by Boca Raton's first house, built in 1897, by T.M. Rickards. The combination of the three buildings will create a historic commons area dedicated to family programming.

The original design of "Rickards House" is tall and narrow, so to accommodate the purposes of the Museum, an addition will run behind the full length of the building. The addition will have a flatter-angled roof elevation distinguishing it from Rickards' high and pointed roof. Skirting two sides of the building will be the 8-foot wide wrap-around porches, one on each floor that will be enclosed with four-foot high slatted railings. The porch sides of our "Rickards House" will be presented to all traffic traveling on Crawford Blvd.

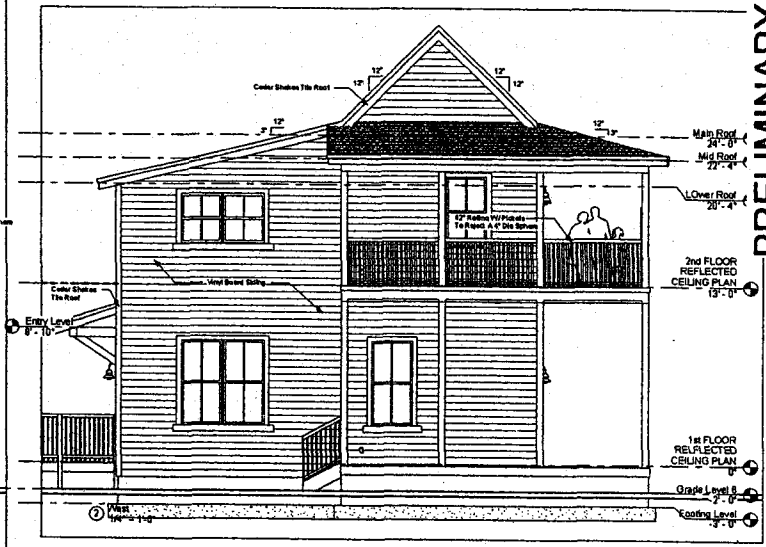
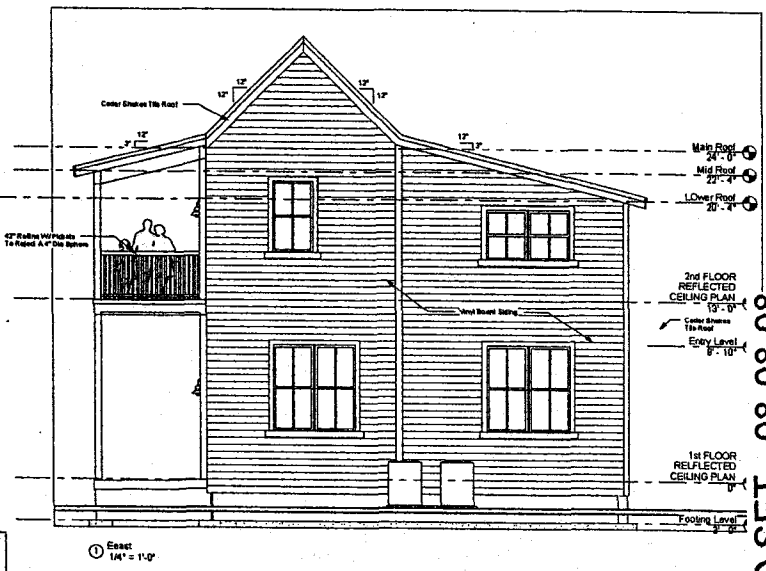
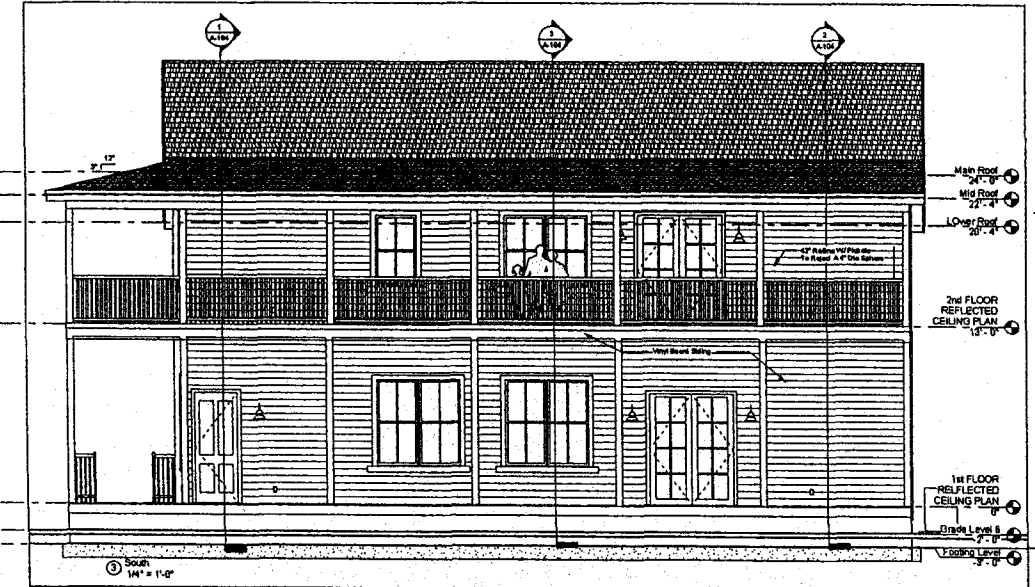
The entire first floor of "Rickards House" will contain Jason's Music Hall, an open exhibit, program and performance area. It will provide much needed accessibility to the arts and humanities, and musical programs for children from infancy through adolescence. This would add a new and important dimension to our cultural programming. Outstanding features of this space will be staging that can be expanded as needed, a state-of-the-art music, sound and Internet radio studio, dressing room/bathrooms and a service area. The open floor great room in the middle will provide for a variety of audience seating and performance arrangements. Professional artists will be featured as well as the education-based programs throughout the year.

The second floor will contain a grand room that will be available for use by groups seeking meeting space and for special presentations. Around the perimeter of this space will be rooms housing a resource library, the Museum archives, an administrative office and a restroom. Entry to the upper-deck porch will overlook the grounds and present a vista of the city locale.

The Children's Museum expansion will be composed of the following physical elements:

- ◆ 3,000 square-foot, two-story house ("Rickards House")
- ◆ All interior and exterior features of "Rickards House" described herein
- ◆ Integrated water/sewage/irrigation/drainage system
- ◆ Utility lines and easements, excavation and earthwork

Expansion is designed so that additional enhancements can be added in the future.



PRELIMINARY BID SET - 08-08-08

THE RICKARDS HOUSE

W. JASON'S MUSIC HALL
CHILDREN'S MUSEUM
COMPLEX
BOCA RATON, FL
DATE OF LAST REVISION: 8/1/08

CONTENTS
EXTERIOR ELEVATIONS
FOR THE PROJECT
THE RICKARDS HOUSE
CHILDREN'S MUSEUM COMPLEX

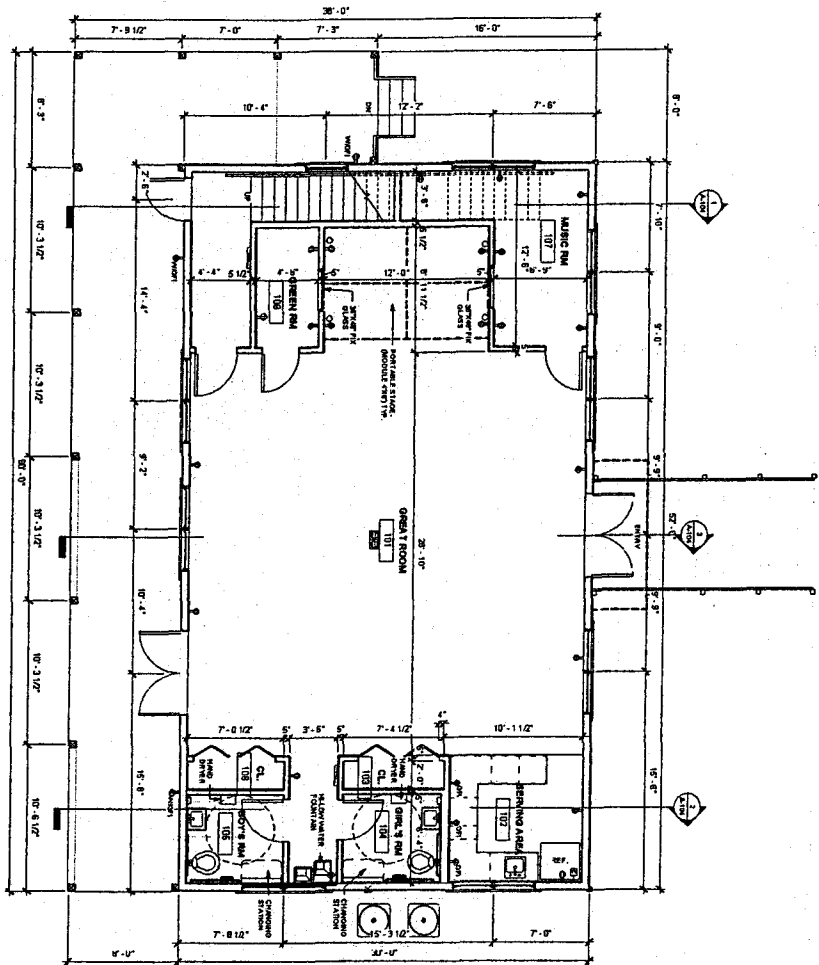
J.A.O. ARCHITECTS & PLANNERS
2100 N.W. BOCA RATON BLVD.
SUITE 201
BOCA RATON, FL 33401
TEL (561) 381-6113
FAX (561) 391-6113
E-MAIL: JAWARCH@AOL.COM

DATE DRAWN: 8/1/08
DRAWN BY: JAW
CHECKED BY: JAW

REVISIONS:
1. _____
2. _____
3. _____

JOB NUMBER: 25042

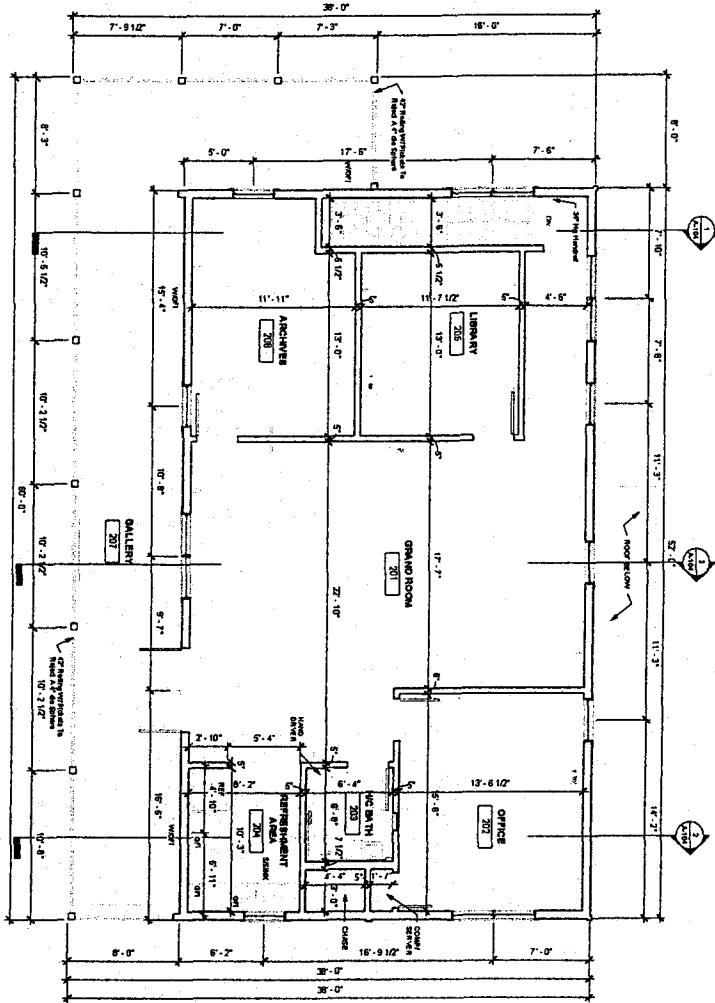
SHEET NO.
A-103



① 1ST FLOOR REFLECTED CEILING PLAN
 1/8" = 1'-0"

PRELIMINARY BID SET - 08-08-08

<p>DATE DRAWN: 08/08/08 DRAWN BY: JAO CHECKED BY: JAO REVISIONS: JOB NUMBER: 2004 SHEET NO: A-101</p>		<p>J.A.O. ARCHITECTS PLANNERS 3000 W. BIRCH ST. BOCA RATON, FL 33433 TEL: (561) 991-1111 FAX: (561) 991-1112 WWW.JAOARCHITECTS.COM</p>	<p>CONTENTS: FIRST FLOOR PLAN FOR THE PROJECT: THE RICKARDS HOUSE CHILDREN'S MUSEUM COMPLEX</p>	<p>THE RICKARDS HOUSE W. JACOB'S MEDICAL CHILDREN'S MUSEUM BOCA RATON, FL 500 W. JACOB'S MEDICAL DRIVE</p>
--	--	--	--	---



① 2ND FLOOR REFLECTED CEILING PLAN
1/8" = 1'-0"

PRELIMINARY BID SET - 08-08-08

DATE DRAWN	REVISED
DRAWN BY	DATE
CHECKED BY	DATE
DESIGNED BY	DATE
PROJECT NO.	DATE
JOB NUMBER	DATE
SHEET NO.	DATE
A-102	

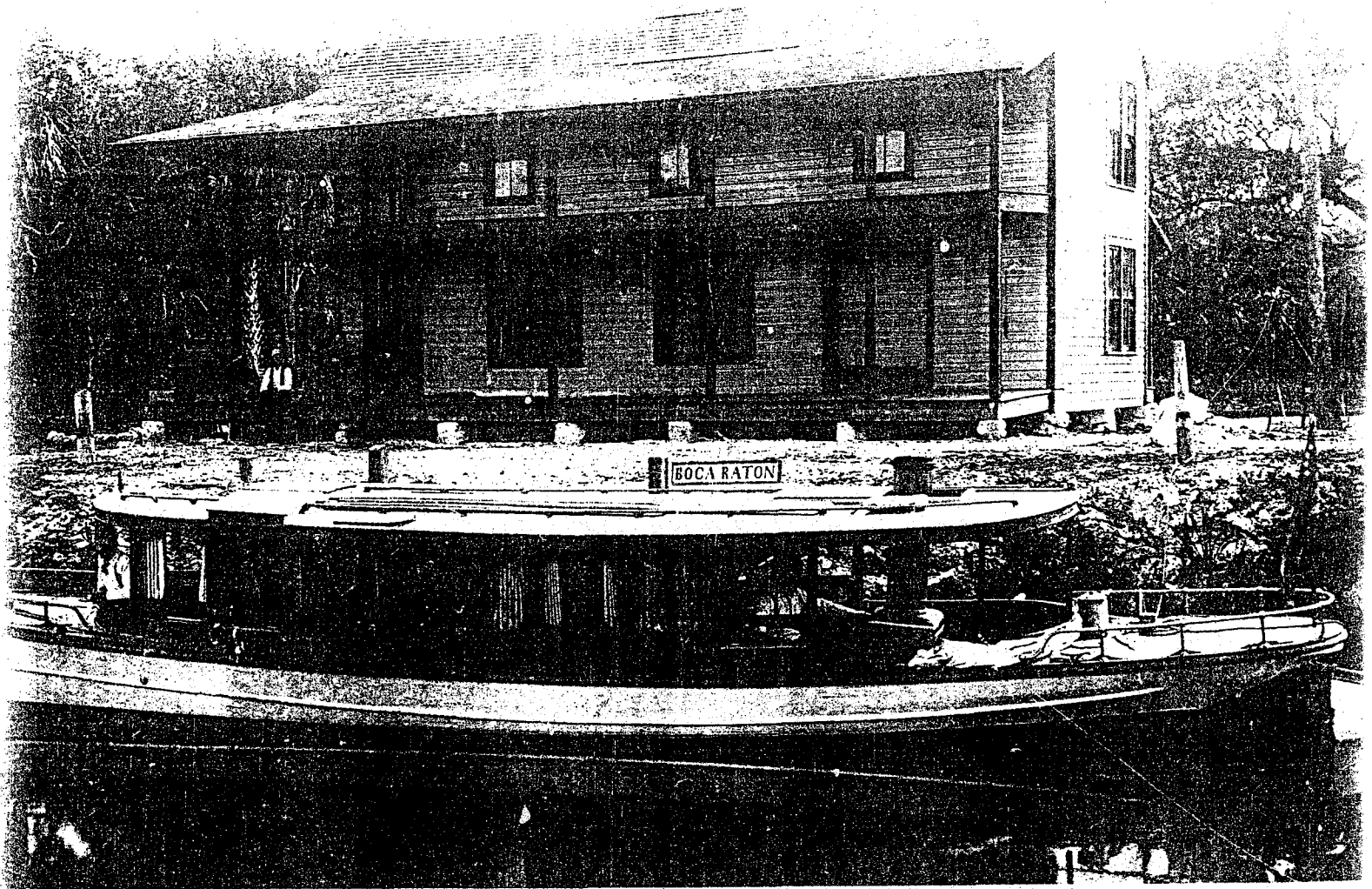


J.A.O.
ARCHITECTS
PLANNERS
3000 W. 30th Avenue
Boulder, CO 80502
Tel: (303) 440-1113
Fax: (303) 440-1114
www.jaoarchitects.com

CONTENTS: **SECOND FLOOR PLAN**
FOR THE PROJECT: **THE RICKARDS HOUSE**
CHILDREN'S MUSEUM COMPLEX



THE RICKARDS HOUSE
1400 UNIVERSITY HILL
CHILDREN'S MUSEUM
BOULDER, CO
PROJECT NO. 08-08-08
SHEET NO. A-102



**The Rickards House circa 1897
(Inspiration for Children's Museum Expansion Project)**

Exhibit A

Project Cost Estimate

**Children's Museum of Boca Raton
Children's Museum, Inc
Updated 8/08/2008
Rickards House Project**

Rickards House Construction

TOTAL \$330,000

Architectural Design
Site Preparation-Earthwork
Shell & Trusses (Includes Foundation)
Shake Roofing & Siding
Electrical
Mechanical/ Air-conditioning
Plumbing & SprinklerSystem (Fire)
Drywall & Plaster
Flooring
Windows (Hurricane Impact)
Carpentry, Doors & Trim
Painting
Lift
Insurances
Other Miscellaneous Expenses

EXHIBIT B

DESCRIPTION OF PROPERTY

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

LEASE EXHIBIT "A"

Children's Museum
498 Crawford Boulevard
Boca Raton, FL 33432

LOTS 29 AND 30, BLOCK 5, BOCA RATON HILLS, SECTION 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGES 53 THROUGH 55, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 35,200.00 SQUARE FEET OR 0.81 ACRES MORE OR LESS

AND

A PARCEL OF LAND LYING IN A PORTION OF LOT 28, BLOCK 5, BOCA RATON HILLS, SECTION 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGES 53 THROUGH 55, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 30, BLOCK 5, OF THE AFOREMENTIONED BOCA RATON HILLS PLAT; THENCE NORTH $46^{\circ} 18' 35''$ WEST, ALONG THE SOUTHERLY LOT LINE OF SAID LOT 30, A DISTANCE OF 21.00 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH $88^{\circ} 04' 31''$ WEST, 145.00 FEET; THENCE SOUTH $01^{\circ} 55' 29''$ EAST, 20.00 FEET; THENCE SOUTH $88^{\circ} 04' 31''$ WEST, 61.11 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF CRAWFORD BOULEVARD (AKA TENTH AVENUE, 80.00 FOOT RIGHT-OF-WAY); THENCE NORTH $01^{\circ} 55' 29''$ WEST, ALONG SAID RIGHT-OF-WAY LINE, 3.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 222.67 FEET AND A CENTRAL ANGLE OF $45^{\circ} 36' 54''$; THENCE NORTHERLY ALONG SAID CURVE AND ALONG SAID EAST RIGHT-OF-WAY LINE FOR AN ARC DISTANCE OF 177.27 FEET TO THE NORTH WEST CORNER OF SAID LOT 28; THENCE SOUTH $46^{\circ} 18' 35''$ EAST, ALONG SAID SOUTH LOT LINE OF LOTS 29 & 30, A DISTANCE OF 199.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,332.52 SQUARE FEET OR 0.40 ACRES MORE OR LESS

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES PURCHASE
SCHEDULE FORM



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT C

CONTRACT PAYMENT REQUEST

Date: _____
Grantee: _____ Project Name: _____
Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Consulting Services	(CS)	_____	_____
Contractual Services	(C)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment, Furniture	(E)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

CS = Consulting Services
C = Contractual Services
M = Materials, Supplies, Direct Purchases
E = Equipment, Furniture

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
 CS = Consulting Services
 C = Contractual Services
 M = Materials, Supplies, Direct Purchases
 E = Equipment, Furniture

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

EXHIBIT C

Grantee: _____ Date: _____
 Submittal #: _____ Project Name: _____
 Reimbursement Period: _____

Ln	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.

 Administrator Date

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.

 Financial Officer Date

EXHIBIT D
AGREEMENT COST LIST

Expenses must be incurred subsequent to February 27, 2007

Exhibit D

Pre-Agreement Cost List

Children's Museum of Boca Raton
498 Crawford Boulevard
Boca Raton, FL

Architectural Design	\$12,000
Site Preparation – Earthwork	<u>\$28,000</u>
Total	\$40,000

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
08/12/2008

INSURER (561)994-9994 FAX (561)997-7087
 e Beacon Group, Inc.
 101 Broken Sound Pkwy., N.W.
 Suite 500
 Boca Raton, FL 33487-2730
 Insured Children's Museum Inc.
 498 Crawford Blvd.
 Boca Raton, FL 33432

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Century Surety	
INSURER B: Zenith Insurance Company	02947
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.

ADDITIONAL INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	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"/> PROJECT <input type="checkbox"/> LOC	CCP509307	10/16/2007	10/16/2008	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 EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	2836001614	09/14/2007	09/14/2008	<table border="1"> <thead> <tr> <th>WC STATUTORY LIMITS</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </tbody> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$ 100,000												
E.L. DISEASE - EA EMPLOYEE	\$ 100,000												
E.L. DISEASE - POLICY LIMIT	\$ 500,000												
	OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is listed as Additional Insured in regards to the General Liability Policy only
 30 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Parks and Recreation Department 2700 Sixth 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 <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Robert Rollins, Jr., CPCU/C A224934

ACORD CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY)
08/14/2008

PRODUCER (561)994-9994 FAX (561)997-7087
Beacon Group, Inc.
1 Broken Sound Pkwy., N.W.
Suite 500
Boca Raton, FL 33487-2730

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.

COMPANIES AFFORDING COVERAGE

COMPANY A Citizens/Wind
COMPANY B
COMPANY C
COMPANY D

INSURED
Children's Museum
498 Crawford Blvd.
Boca Raton, FL 33432

Ext

VERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
PROPERTY	807862	07/10/2008	07/10/2009	BUILDING	\$
CAUSES OF LOSS				PERSONAL PROPERTY	\$
BASIC				BUSINESS INCOME	\$
BROAD				EXTRA EXPENSE	\$
SPECIAL				BLANKET BUILDING	\$
EARTHQUAKE				BLANKET PERS PROP	\$
FLOOD				BLANKET BLDG & PP	\$
X Windstorm				X Rear Contents	\$ 53,000
				X Contents	\$ 2,000
INLAND MARINE					\$
TYPE OF POLICY					\$
CAUSES OF LOSS					\$
NAMED PERILS					\$
OTHER					\$
CRIME					\$
TYPE OF POLICY					\$
BOILER & MACHINERY					\$
OTHER					\$

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY
01/00001 498 Crawford Blvd Rear Museum ,

SPECIAL CONDITIONS/OTHER COVERAGES
30 days notice of cancellation for non-payment of premium

CERTIFICATE HOLDER

Palm Beach County
c/o Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert Rollins, Jr., CPCU/C

Robert K. Rollins, Jr.
A224934

ACORD 24 (1/95)

©ACORD CORPORATION 1995

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

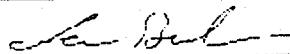
ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/14/2008
PRODUCER (561)392-8888 FAX (561)750-9134 Burke, Bogart & Brownell, Inc. 181 Crawford Blvd. Boca Raton, FL 33432		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED CHILDREN'S MUSEUM 498 CRAWFORD BLVD BOCA RATON, FL 33432		INSURERS AFFORDING COVERAGE INSURER A: Phoenix Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC # 25623

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 LTR	ADD'L NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
A		AUTOMOBILE LIABILITY <input checked="" 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	EA-5923M834-08-SEL	08/08/2008	08/08/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 OTHER				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Hired and Non-owned Coverage \$1,000,000
Comprehensive Deductible: \$500
Collision Deductible: \$500

CERTIFICATE HOLDER Palm Beach County c/o Parks and Recreation Department 2700 Sixth 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Edward Burke/AMC 
--	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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Additional Coverages and Factors

08/14/2008

Line of Business Coverages for Business Auto

Coverage	Limits	Ded/Ded Type	Rate	Premium	Factor
Combined single limit	1,000,000				
Medical payments	5,000				
Uninsured motorist combined single limit	1,000,000				

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER**

FUND 3019 - \$25M GO Park and Cultural Improv 03

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 12/11/2008	REMAINING BALANCE
The Children's Museum/Rickards House Project								
3019-581-P681-8201	Contributions-Non-Govts Agnces	0	0	330,000		330,000	0	330,000
Reserves								
3019-581-9900-9908	Res-New Projects	1,933,590	999,261		330,000	669,261	0	669,261
TOTAL				<u>330,000</u>	<u>330,000</u>			

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures	Date
	12/16/08
_____	_____
_____	_____

By Board of County Commissioners
At Meeting of
January 13, 2009
Deputy Clerk to the Court