

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 15, 2009

Consent

Regular

Ordinance

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) Interlocal Agreement with the City of Boca Raton and Mizner Park Cultural Arts Association, Inc. (MPCAA) for the period September 15, 2009, through September 14, 2011, in an amount not-to-exceed \$1,550,000 for funding of a black box theater at the Mizner Park Cultural Arts Center in Boca Raton; B) Budget Transfer of \$1,200,000 within the \$25M GO Parks and Cultural Improvements Bond Fund - 2005 from Reserves to Boca Raton Mizner Park Cultural Center Black Box Theater; and C) Budget Transfer of \$350,000 within the \$25M GO Parks and Cultural Improvements Bond Fund - 2003 from Boca Raton Television Channel Equipment to Boca Raton Mizner Park Cultural Center Black Box Theater.

Summary: This Agreement provides funding for design and construction of a black box theater within the Mizner Park Cultural Arts Center. The Agreement allows for reimbursement of pre-Agreement expenses incurred subsequent to November 5, 2002.

On February 27, 2007 (agenda item 511), the Board reallocated \$1,550,000 from the Boca Raton Cultural Center to the Boca Raton black box theater (\$1,200,000) and Boca Raton governmental television equipment (\$350,000). An Interlocal Agreement for the television equipment project was approved by the Board on April 1, 2008 (R2008-0552), and subsequently terminated by the Board on May 5, 2009 (R2009-0790) at the City's request. Also, on May 5, 2009, the Board reallocated the \$350,000 for the governmental television equipment to the black box theater project, increasing the black box theater project funding to \$1,550,000. District 4 (PK)

Background and Justification: On November 5, 2002, a bond referendum was passed by the voters of Palm Beach County in the amount of \$50 Million for the issuance of general obligation bonds for the purpose of financing the acquisition, construction of, and/or improvements to certain recreation and cultural facilities. The 2002 bond projects list included \$3,000,000 for the Boca Raton Cultural Center that was subsequently redirected to several different projects, including \$1,200,000 for construction of a black box theater and \$350,000 for Boca Raton governmental television equipment. The Board later terminated the television equipment agreement and redirected that funding to the black box theater project.

The 7,351 square foot black box theater, which is being constructed by the City and MPCAA, is located on the second floor of the Mizner Park Cultural Arts Center. The theater will be operated by MPCAA. The multi-purpose theater features moveable seating to allow for use as a community room. Project elements include design fees, base building costs for the interior of the theater, performance equipment, telescoping riser seating, furniture, fixtures, and other equipment. The entire \$1,550,000 project cost is being funded by the County.

The Agreement's specified project completion date is March 31, 2011, but the City and MPCAA are hopeful that the theater will be complete by the end of this year. The term of the Agreement is until September 14, 2039, which is the standard 30 year term for Bond Agreements. The Agreement has been executed on behalf of the City of Boca Raton and Mizner Park Cultural Arts Association, Inc., and now needs to be approved by the Board of County Commissioners.

Attachments:

1. Interlocal Agreement
2. Budget Transfers (2)

Recommended by: _____

Department Director

8/24/09

Date

Approved by: _____

Assistant County Administrator

9/8/09

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Grant Expenditures	<u>1,550,000</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>1,550,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				
Is Item Included in Current Budget?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>			
Budget Account No.:	Fund <input type="checkbox"/>	Department <input type="checkbox"/>	Unit <input type="checkbox"/>		
	Object <input type="checkbox"/>	Program <input type="checkbox"/>			

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

FUNDS: \$25M GO 05, Parks & Cultural Imprvmts/\$25M GO 03, Parks & Cultural Facilities
 UNITS: Reserves/Boca Raton Television Channel Equipment

Res-New Projects	3020-821-9817-9908	\$1,200,000
Contributions Othr Govtl Agency	3019-581-P658-8101	<u>\$350,000</u>
Total		\$1,550,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:

MO [Signature] 9/13/09
 OFMB *9/13/09 [initials]* *9/13/09 CA 9/13/09*

John J. [Signature] 9/14/09
 Contract Development and Control

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Paul F. [Signature] 9/18/09
 Assistant County Attorney

C. Other Departmental Review:

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, THE CITY OF BOCA RATON AND MIZNER PARK CULTURAL ARTS ASSOCIATION, INC. FOR FUNDING OF BLACK BOX THEATER IN THE MIZNER PARK CULTURAL ARTS CENTER

THIS INTERLOCAL AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY"), the City of Boca Raton, a Florida municipal corporation ("MUNICIPALITY"), and Mizner Park Cultural Arts Association, Inc., a Florida not-for-profit corporation ("MPCAA").

WITNESSETH:

WHEREAS, the Boca Raton Community Redevelopment Agency (CRA) was formed pursuant to Chapter 163, Florida Statutes; and,

WHEREAS, MUNICIPALITY provides administrative, financial, and legal services to the CRA under an Interlocal Agreement dated May 28, 1991, as amended; and,

WHEREAS, CRA owns a parcel of land located at the south end of Mizner Park at 201 Plaza Real located in the City of Boca Raton ("the Property"); and,

WHEREAS, CRA leased the Property to the International Museum of Cartoon Art, Inc. ("IMCA") under a long-term lease agreement; and,

WHEREAS, IMCA constructed a museum building on the Property consisting of one useable floor and two unfinished floors (the "Museum Building"); and,

WHEREAS, the CRA assigned to the Mizner Park Cultural Arts Association ("MPCAA"), the amended and restated IMCA long-term lease agreement (the "Amended and Restated Lease"); and,

WHEREAS, MPCAA, pursuant to the terms of the Amended and Restated Lease, is the owner of the Museum Building; and,

WHEREAS, MPCAA is a §501(c)(3) non-profit organization created for the purpose of redeveloping, owning and operating the Museum Building as the Mizner Park Cultural Arts Center ("Cultural Arts Center"); and,

WHEREAS, one of the elements of the Mizner Park Cultural Arts Center is a multi-purpose Black Box Theater; 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 \$50,000,000 (the \$50 Million Recreation and Cultural Facilities Bond); and,

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

WHEREAS, the rehabilitation and renovation of the Museum Building represents one such recreational/cultural project; and,

WHEREAS, the MPCA Board of Directors consists of one designee from each of the following: the Centre for the Arts at Mizner Park, Inc. (a Florida not-for-profit corporation that operates the Mizner Park Amphitheatre); the CRA; the Boca Raton Cultural Consortium (a Florida not-for-profit corporation that provides cultural and artistic programming in Palm Beach County); a member at large from the public; and a representative of the Owner-operator of the private elements of Mizner Park; and,

WHEREAS, the Amended and Restated Lease provides for the second floor of the Museum Building to be used for cultural and civic purposes open to the general public including but not limited to a museum, a Black Box Theater and ancillary office space; and,

WHEREAS, MPCA sublet the first floor of the Property to Mizner Park Holdings V, a special purpose entity created by the ownership of the for-profit elements of Mizner Park; and,

WHEREAS, pursuant to the terms of the Amended and Restated Lease and the Sublease ("Sublease"), Mizner Park Holdings V's pre-paid rental obligations include the construction of the Required Improvements and maintenance of the Cultural Arts Center; and,

WHEREAS, on January 23, 2006, the CRA formally approved MPCA's development plans for the Cultural Arts Center pursuant to DDRI IDA NO. CRP-05-05 (the "Development Plans"); and,

WHEREAS, a copy of the Development Plans is incorporated herein by reference; and,

WHEREAS, the Development Plans provide for a multi-purpose Black Box Theater comprised of 7,351 square foot of building area with seating capacity for concert setup to accommodate a total occupant load of 523 persons (the "Project"); and,

WHEREAS, MUNICIPALITY desires to receive from the COUNTY funds to enable the design, construction, operation and maintenance of the Project by the MPCA on the property; and,

WHEREAS, CRA, as owner of the Property, has by resolution, authorized the MUNICIPALITY to execute this Interlocal Agreement and requested the MUNICIPALITY to disburse funds and receive funds from the COUNTY to complete the Project; and,

WHEREAS, CRA has authorized the construction of the Project; and,

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

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and,

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

WHEREAS, all parties desire to increase the recreational and cultural opportunities for residents of Palm Beach County and to enter into this Interlocal 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 Interlocal Agreement is to enhance recreational and cultural opportunities for the public and thereby provide a mechanism for COUNTY to assist MUNICIPALITY in the funding of the Project.

Section 1.03 COUNTY will pay to MUNICIPALITY a total amount not to exceed \$1,550,000 for the design and construction of the Project as more fully described in the Conceptual Site Plan and Cost Estimates which are attached hereto and made a part hereof as Exhibit "A". MUNICIPALITY recognizes that COUNTY's funding of the Project is being paid from the proceeds of tax-exempt bonds issued by COUNTY. MUNICIPALITY agrees to provide COUNTY with a certification, in a form acceptable to COUNTY, from MUNICIPALITY's chief financial officer or independent accountant that each cost item for which COUNTY funding is requested under Article 3 of this Interlocal 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 MUNICIPALITY agrees to provide or cause to be provided funding in an amount of \$0 or greater to complete the Project.

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 number (561) 966-6685. MUNICIPALITY's

representative during the design and construction of the Project shall be Leif J. Ahnell, or designee, telephone number (561) 393-7703. MPCAAs representative during the construction of the Project shall be Charles L. Siemon, (561) 368-3808.

Section 1.06 MUNICIPALITY shall construct or cause the design and construction of the Project upon the Property as owned by CRA and leased by MPCAAs, as more fully described in Exhibit "B" attached hereto and made a part hereof.

Section 1.07 MUNICIPALITY 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 shall have no contractual obligation to any person retained by MUNICIPALITY with regard to the Project. Any dispute, claim, or liability that may arise as a result of MUNICIPALITYs procurement is solely the responsibility of MUNICIPALITY and MUNICIPALITY hereby holds the COUNTY harmless for same to the extent permitted by law and subject to the limitations of Florida Statute, Section 768.28.

ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 MUNICIPALITY shall be responsible for the design and construction of the Project. MUNICIPALITY shall design and construct or cause the design and construction of the Project in accordance with Exhibit "A" attached hereto, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 Prior to or upon execution of this Interlocal Agreement by the parties hereto, MUNICIPALITY and/or MPCAAs 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 MUNICIPALITY shall provide or cause to be provided a copy of the engineer's and/or architect's programming phase documents (i.e., site plan, floor plan, elevations, etc.) to the COUNTYs Representative for review. COUNTYs Representative shall review said programming phase documents to ensure consistency with the intent of this Interlocal Agreement.

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

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

Section 2.06 MUNICIPALITY and MPCAAs agree that the Project will be completed and will be open to the public for its intended use within twenty four (24) months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to

COUNTY at least ninety (90) days prior to that date, MUNICIPALITY and/or MPCA may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny MUNICIPALITY or MPCA's request for said extension.

Section 2.07 MUNICIPALITY shall submit or cause to be submitted quarterly project status reports to the 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 MUNICIPALITY on a reimbursable basis. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of MUNICIPALITY. Should the total cost of the Project exceed the amount as projected by MUNICIPALITY, MUNICIPALITY shall appropriate and expend the excess funds required for completion of the Project. COUNTY shall not dispense any funds to MUNICIPALITY for the Project until MUNICIPALITY has expended said excess funds for the Project.

Section 3.02 COUNTY shall reimburse project costs under the terms of this Interlocal Agreement to MUNICIPALITY on a quarterly basis from the date of execution of this Interlocal Agreement; however, should the need arise for MUNICIPALITY to be reimbursed on a more frequent basis, then COUNTY will, at MUNICIPALITY's specific request for each instance, make its best efforts to reimburse MUNICIPALITY within forty five (45) days of such special request. For each requested payment, MUNICIPALITY shall provide or cause to be provided 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 MUNICIPALITY or MPCA and shall include the vendor invoice number; invoice date; and the amount paid by MUNICIPALITY or MPCA along with the number and date of the respective check or proof of payment for said payment. MUNICIPALITY shall attach a copy of each vendor invoice paid by MUNICIPALITY or MPCA 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. MUNICIPALITY shall cause the Project's Administrator and Project Financial Officer to certify the total funds spent by MUNICIPALITY or MPCA on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule Form was paid by MUNICIPALITY or MPCA as indicated.

Section 3.03 COUNTY shall retain not less than ten percent (10%) of the total amount allocated to MUNICIPALITY for the Project until MUNICIPALITY 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 Interlocal Agreement. COUNTY's representative shall visit the Project site to verify and approve said final reimbursement.

Section 3.04 MUNICIPALITY shall provide its 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.

Section 3.05 COUNTY agrees to reimburse MUNICIPALITY an amount not to exceed \$1,550,000 for those approved pre-agreement costs accruing to the Project subsequent to November 5, 2002, as more fully described in Exhibit "D", Pre-Agreement Cost List.

Section 3.06 For construction projects fully funded by the County, no more than 10% of the 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.

Section 3.07 COUNTY shall reimburse project costs only after MUNICIPALITY has expended its share of project funding in its entirety. MUNICIPALITY shall provide COUNTY with a certification, in a form acceptable to the COUNTY, from MUNICIPALITY's chief financial officer or an independent auditor that the MUNICIPALITY has complied with this Project funding provision. The COUNTY will be entitled to rely on that certification in reimbursing Project costs to MUNICIPALITY under this Interlocal Agreement.

Section 3.08 COUNTY will accept invoices for reimbursement prepared and/or submitted by MPCA or the sub-tenant under the Sublease or by the sub-tenant's contractors or sub-contractors.

Section 3.09 Within ten (10) days of receipt of funds from COUNTY, MUNICIPALITY shall distribute such funds to MPCA or MUNICIPALITY, as appropriate. COUNTY shall have no obligation to monitor this provision between MUNICIPALITY and MPCA.

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 4.01 Upon completion, the Project shall remain the leased property of MPCA. The COUNTY shall not be required to pay MUNICIPALITY any additional funds for any other capital improvement required by or of MUNICIPALITY or MPCA with regard to the Black Box Theater/Auditorium.

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

Section 4.03 MPCA 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 Interlocal Agreement by the parties hereto. MPCA 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 Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. None of the parties to this Interlocal Agreement may assign this Interlocal Agreement or any interest hereunder without the express prior written consent of the other parties.

Section 4.05 It is the intent of COUNTY to issue this funding assistance to MUNICIPALITY for the purpose set forth hereinabove. In the event MUNICIPALITY transfers a leasehold of the Project to a party or parties other than another governmental entity that agrees to assume, in writing, the obligations hereunder, COUNTY retains the right to reimbursement from MUNICIPALITY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Further, MUNICIPALITY shall not transfer management of the Project to a third party without the written consent of the COUNTY.

ARTICLE 5: USE OF THE PROJECT

Section 5.01 MUNICIPALITY and MPCA warrant that the Project shall serve a public recreational or cultural purpose and be open to and for the benefit of all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of Boca Raton. MUNICIPALITY and MPCA shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status, 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 Interlocal Agreement by the parties hereto. MUNICIPALITY and MPCA shall restrict their 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 MUNICIPALITY and MPCA 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 the then current Board of County Commissioners, unless otherwise directed by COUNTY's Representative.

ARTICLE 6: ACCESS AND AUDITS

MUNICIPALITY and MPCA shall maintain or cause to be maintained adequate records to justify all charges, expenses, and costs incurred in estimating and performing

the design and 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 MUNICIPALITY and MPCA 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 the 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:

Leif J. Ahnell, City Manager
City of Boca Raton
201 West Palmetto Park Road
Boca Raton, Florida 33432

With a Copy to:

Diana Grub-Frieser
City Attorney
201 West Palmetto Park Road
Boca Raton, FL 33432

As to MPCA:

Charles L. Siemon, Esq.
Mizner Park Cultural Arts Association, Inc.
433 Plaza Real, Suite 339
Boca Raton, Florida 33432

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

The COUNTY may terminate this Agreement upon written notice to MUNICIPALITY and MPCA for non-compliance by MUNICIPALITY or MPCA in the performance of any of the terms and conditions as set forth herein and in the event that MUNICIPALITY or MPCA do not cure said non-compliance within ninety (90) days of receipt of written notice from the COUNTY to do so. Further, if MPCA does not cure said non-compliance within the time frame specified above, then upon written notice, the COUNTY may require MPCA to reimburse any funds provided to MUNICIPALITY pursuant to this Interlocal Agreement either in whole or in part once the 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 MUNICIPALITY and MPCA are merely recipients of County funding and are not independent contractors or agents, servants or employees of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, MUNICIPALITY (to the extent permitted by law) and MPCA 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 intentional or negligent act or omission of MUNICIPALITY or MPCA, their agents, servants and/or employees in the performance of this Interlocal Agreement. The parties do not intend to wave any right or immunity that is available pursuant to §768.28 Florida Statutes and do not intend by this Agreement for the indemnification to exceed the statutory limits contained in §768.28 Florida Statutes.

ARTICLE 11: INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, MUNICIPALITY acknowledges that it is either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability insurance in accordance with Florida Statutes Chapter 440.

MUNICIPALITY agrees to maintain or acknowledges it is self-insured for 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 MUNICIPALITY replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. MUNICIPALITY shall agree to be fully responsible for any deductible or self-insured retention.

MUNICIPALITY shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Interlocal Agreement.

MUNICIPALITY shall require each Contractor engaged by MUNICIPALITY for work associated with this Agreement to maintain:

- 1.1 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.
- 1.2 Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence.
- 1.3 Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
- 1.4 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.

Subsequent to completion of the Project and receipt of a certificate of occupancy, insurance shall be provided as follows:

- A. MPCA 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 MPCA are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by MPCA under the contract.
- B. **Commercial General Liability.** MPCA 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. MPCA shall provide this coverage on a primary basis.
- C. **Business Automobile Liability .** MPCA shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event MPCA doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing MPCA to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. MPCA shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability.** MPCA shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. MPCA shall provide this coverage on a primary basis.
- E. **Additional Insured.** MPCA shall endorse 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." MPCA shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Property Insurance.** MPCA agrees to maintain All-Risk property insurance for adequate limits based on MPCA's replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. MPCA shall agree to be fully responsible for any deductible or self-insured retention.
- G. **Umbrella or Excess Liability.** If necessary, MPCA 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 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.

- H. **Waiver of Subrogation.** MPCA 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 MPCA 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 MPCA enter into such an agreement on a pre-loss basis.
- I. **Certificate(s) of Insurance.** Prior to execution of this Agreement by COUNTY, MPCA shall deliver to COUNTY 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 thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Coordinator.
- J. **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.

ARTICLE 12: CAPTIONS

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

ARTICLE 13: 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 14: PUBLIC ENTITIES CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, MUNICIPALITY and MPCA A certify that they, their 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 15: ENTIRETY OF AGREEMENT

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

ARTICLE 16: FILING

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

(SIGNATURE PAGE TO FOLLOW)

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

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Clerk

By: _____
John F. Koons, Chairman

APPROVED AS TO TERMS AND CONDITIONS:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

By: *Paul F. J.*
County Attorney

ATTEST:

CITY OF BOCA RATON

By: *Anne Harty*
Clerk

By: *Susan Whelchel*
Susan Whelchel, Mayor

By: *Denise Carroll*

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Signature (Type or Print)

By: *Diana Grub-Frieser*
Diana Grub-Frieser
City Attorney

WITNESSES:

MIZNER PARK CULTURAL ARTS ASSOCIATION, INC.

FEI Number 421662128

Susan W. Imge
Jessica Kenneth

By: *Charles L. Siemon*
Name (Type or Print)

Title: PRESIDENT

By: *Charles L. Siemon*
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: *Wendy K...*
MPCAA 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 Costs List

EXHIBIT A

PROJECT DESCRIPTION, COST ESTIMATE, AND CONCEPTUAL SITE PLAN

PROJECT DESCRIPTION:

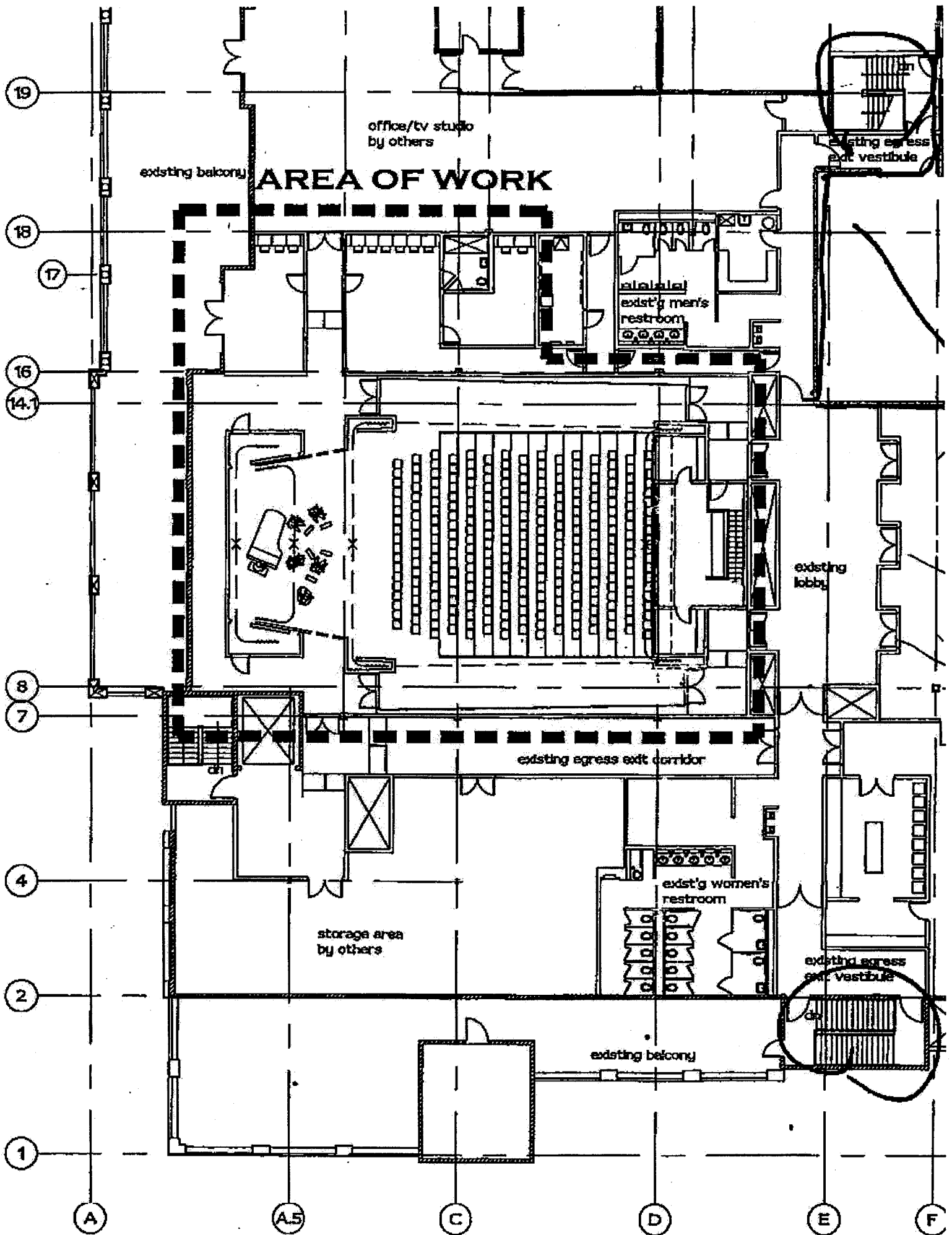
The Black Box Theater/Auditorium is a 7,351 s.f. multi-purpose theater with moveable seating. The Theater is located on the second floor of the Mizner Park Cultural Arts Center, 201 Plaza Real, Boca Raton. All building costs outlined below are for construction and furnishing of the interior of the Theater. There are no exterior building costs associated with this project.

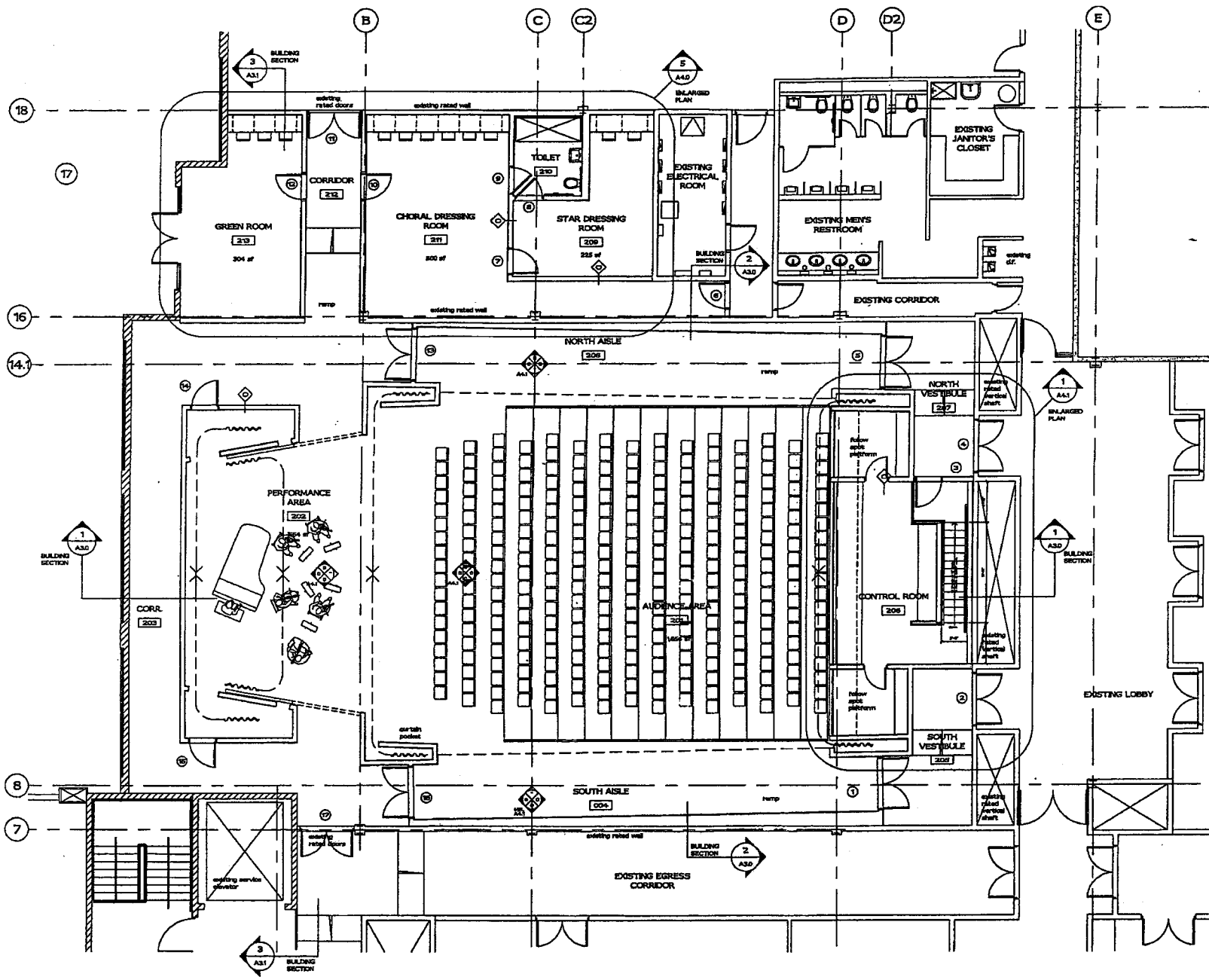
COST ESTIMATE:

1. Design fees (not to exceed 10%)
 2. Base building costs (including GC general conditions, overhead & profit)
 3. Performance equipment:
 - a. Performance lighting dimmers, distribution, and fixtures
 - b. Rigging and theatrical soft goods
 - c. Audio/Video systems
 4. Telescoping riser system for seating
 5. Loose audience seating
 6. Furniture, fixtures and other equipment
- TOTAL \$1,550,000

CONCEPTUAL SITE PLAN:

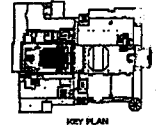
See Attached Site Plan





**MIZNER
STUDIO
THEATRE**

MIZNER P - 2K
BOCA RATON, FL



OWNER
GENERAL OPERATIONS ASSOCIATES, INC.
115 NORTH WASHINGTON STREET
SUITE 200
BOCA RATON, FL 33432

ARCHITECT
DL NICHOLS, INC.
333 CLIMATE STREET
WEST PALM BEACH, FL 33411
TEL: 561.833.8800
WWW.DLNICHOLS.COM

**TENANT
IMPROVEMENTS
FOR
MIZNER STUDIO
THEATRE**

SECOND FLOOR
501 PLAZA REAL
BOCA RATON, FL 33432

**CONSTRUCTION
DOCUMENTS**

NOTES

- 20% Design Development	07 - 19 08
- 30% Design Development	08 Dec 07
- 100% Schematic Design	08 Nov 07
No. Revision	Date

DL NICHOLS, INC.
ARCHITECTURE
PLANNING & DESIGN

SUITE 201
333 CLIMATE STREET
WEST PALM BEACH
FLORIDA 33411
TEL: 561.833.8800
WWW.DLNICHOLS.COM
AA 00002938

All drawings, specifications and related documents are the copyright property of the architect and must be returned upon request. Reproduction of drawings, specifications and related documents in part or whole is forbidden without the architect's written permission.

Drawn By: dm Scale: as noted
Project No: 07-4322 Date: 15 NOV 07

**SECOND
FLOOR
PLAN**

Sheet No:

PROPOSED FLOOR PLAN SCALE: 3/16"=1'-0"



A1.1

16 B

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

ALL OF LOT 5 AND A PORTION OF LOT 22, BLOCK 3, "BOCARATONE LAND COMPANY'S DEVELOPMENT", AS RECORDED IN PLAT BOOK 10, PAGE 24 AND A PORTION OF PARCEL "A", "MIZNER PARK", AS RECORDED IN PLAT BOOK 67, PAGES 68 AND 69, ALL BEING RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 5, BLOCK 3, AS SHOWN ON SAID PLAT OF "MIZNER PARK"; THENCE S 88° 58' 53" W ALONG THE NORTH LINE OF SAID LOTS 5 AND 22, A DISTANCE OF 172.49 FEET TO THE EAST RIGHT-OF-WAY LINE OF "FEDERAL HIGHWAY" AS SHOWN ON SAID PLAT (ALSO BEING THE POINT OF BEGINNING); THENCE S 01° 41' 01" E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 14.51 FEET; THENCE S 03° 48' 35" W CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 125.34 FEET; THENCE S 01° 41' 01" E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 6.04 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 89° 20' 03", AN ARC DISTANCE OF 46.78 FEET TO A POINT OF TANGENCY; THENCE N 88° 58' 56" E ALONG THE SOUTH LINE OF SAID "MIZNER PARK", A DISTANCE OF 264.85 FEET; THENCE N 01° 47' 13" W, A DISTANCE OF 248.59 FEET; THENCE S 88° 12' 47" W, A DISTANCE OF 46.58 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 17.5 FEET, A CENTRAL ANGLE OF 58° 50' 41", AN ARC DISTANCE OF 17.97 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 52.50 FEET, A CENTRAL ANGLE OF 117° 41' 22", AN ARC DISTANCE OF 107.84 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 17.50 FEET AND A CENTRAL ANGLE OF 58° 50' 41", AN ARC DISTANCE OF 17.97 FEET TO A POINT OF TANGENCY; THENCE S 88° 12' 47" W, A DISTANCE OF 104.89 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 21.00 FEET, A CENTRAL ANGLE OF 30° 49' 59", AN ARC DISTANCE OF 11.30 FEET TO A POINT OF INTERSECTION WITH AFORESAID EAST RIGHT-OF-WAY LINE OF "FEDERAL HIGHWAY" AS SHOWN ON SAID "MIZNER PARK" PLAT; THENCE S 01° 41' 01" E ALONG SAID EAST RIGHT-OF-WAY LINE, DISTANCE OF 66.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA. CONTAINING 68,165.3 SQUARE FEET / 1.5648 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

Date _____

Grantee: _____

Project Name: _____

Submittal #: _____

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.

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 D

PRE-AGREEMENT COST LIST

1. Design fees (not to exceed 10%)
2. Base building costs (including GC general conditions, overhead & profit)
3. Performance equipment:
 - a. Performance lighting dimmers, distribution, and fixtures
 - b. Rigging and theatrical soft goods
 - c. Audio/Video systems
4. Telescoping riser system for seating
5. Loose audience seating
6. Furniture, fixtures and other equipment

TOTAL

\$1,550,000



CERTIFICATE OF LIABILITY INSURANCE

OP ID MN
MIZNE12DATE (MM/DD/YYYY)
06/10/09

PRODUCER The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach FL 33483 Phone: 561-276-5221 Fax: 561-276-5244		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 Mizner Park Cultural Arts 433 Plaza Real, Ste. 339 Boca Raton FL 33432		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Philadelphia Indemnity Ins Co	18058
		INSURER B: Ohio Casualty Insurance Co.	24074
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

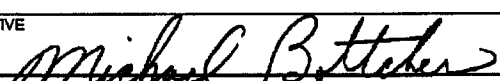
INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	PHPK414312	04/30/09	04/30/10	EACH OCCURRENCE	\$ 100000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 1000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1000000
		POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				GENERAL AGGREGATE	\$ 3000000
						PRODUCTS - COMP/OP AGG	\$ 3000000
A		AUTOMOBILE LIABILITY	PHPK414312	04/30/09	04/30/10	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				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC AGG	\$
		GARAGE LIABILITY					\$
		ANY AUTO					\$
B		EXCESS / UMBRELLA LIABILITY	UJ0(10) 53802790	04/30/09	04/30/10	EACH OCCURRENCE	\$ 2000000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2000000
		DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$10000					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$
A		Crime	PHSD418009	04/30/09	04/30/10	Crime	50,000
A		Directors&Officers	PHSD418009	04/30/09	04/30/10	D&O	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder shall be listed as Additional Insured with respects to General Liability.

CERTIFICATE HOLDER

CANCELLATION

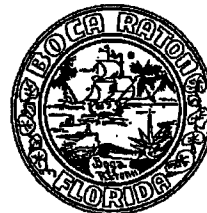
PALMBEO Palm Beach County Board of County Commission c/o Parks & Recreation Department 2700 Sixth Avenue South Lake Worth FL 33461	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	--

City of Boca Raton

RISK MANAGEMENT DEPARTMENT • 201 W. PALMETTO PARK ROAD • BOCA RATON, FLORIDA 33432-3795

PHONE: (561) 393-7972

FAX: (561) 393-7766



August 10, 2009

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

To Whom It May Concern:

Please be advised that the City of Boca Raton is self-insured for general liability as allowed by Florida Statute 768.28 and workers' compensation according to Florida Statute 440. The City intends to maintain this status indefinitely.

This letter is used in lieu of any certificates of insurance to supply information about the City of Boca Raton's self-insured liability and workers' compensation programs. All claims and related questions may be directed to me at the address above.

This letter shall not be deemed a waiver of any of the provisions of Sections 440 or 768.28, Florida Statutes.

If I can be of any further assistance, please do not hesitate to contact me at (561) 393-7970 or FAX (561) 393-7766.

Sincerely,

A handwritten signature in cursive script, appearing to read "D. Marvel".

Daniel L. Marvel
For Pamela F. Gardner
Risk Manager

cc: "City of Boca Raton" Risk Management Department
"City of Boca Raton" City Clerk Office



OP ID: MN

EVIDENCE OF PROPERTY INSURANCEDATE (MM/DD/YYYY)
06/12/2009

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach, FL 33483 Peter B. Arts		PHONE (A/C, No, Ext): 561-276-5221	COMPANY Plastridge Agency Inc.	
FAX (A/C, No): 561-276-5244	E-MAIL ADDRESS:			
CODE:	SLB CODE:			
AGENCY CUSTOMER ID #: MIZNE12		LOAN NUMBER		POLICY NUMBER VARIOUS
INSURED Mizner Park Cultural Arts Assn., Inc. 433 Plaza Real, Ste. 339 Boca Raton, FL 33432		EFFECTIVE DATE 04/30/09	EXPIRATION DATE 04/30/10	CONTINUED UNTIL TERMINATED F CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATIONLOCATION/DESCRIPTION
201 Plaza Real
Boca Raton, FL 33432
Non Profit organization

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Citizens Prop Policy#CCW1035887 90% Co-Ins, RCV, Basic, 3% Wind Deductible Improvements & Betterments Contents Business Income	1,500,000 140,000 250,000	5,000 5,000 5,000
Serena DIC Policy#DCP1800120 90% Co-Ins, Special, RCV Improvements & Betterments Contents Business Income	1,500,000 140,000 250,000	5,000 5,000 5,000

REMARKS (Including Special Conditions)

--

CANCELLATION

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 ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ADDITIONAL INTEREST

NAME AND ADDRESS Palm Beach County Board of County Commissioners C/O Parks & Recreation Dept 2700 Sixth Ave South Lake Worth, FL 33461	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
LOAN #			
AUTHORIZED REPRESENTATIVE <i>Michael Bottcher</i>			

Mizner Park Cultural Arts Association, Inc.

433 Plaza Real, Suite 339
Boca Raton, Florida 33432
561-368-3808

June 12, 2009

Palm Beach County
c/o Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461
Attention: Administrative Support Coordinator

Re: Mizner Park Cultural Arts Center Insurance Certificates

To Whom it May Concern:

Mizner Park Cultural Arts Association, Inc. (MPCAA) has no employees. All operational services are to be provided on a contract basis. Therefore, MPCAA falls below the State of Florida statutory minimum requirement for providing Workers' Compensation Insurance. The Board of Directors of the MPCAA understands that in the event the MPCAA has employees in the future that it is obligated to provide name Palm Beach County as an additional insured under the MPCAA's workman compensation insurance.

Thank you for your assistance.



Charles L. Siemon
President
Mizner Park Cultural Arts Association, Inc.

09- 1359

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1

BGEX 581 081309*2223

FUND 3020 - 25M GO 05, Parks & Cultural Imprvmts

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/13/09	REMAINING BALANCE
Reserves - Fund 3020								
3020-821-9817-9908	Res-New Projects	8,069,462	7,070,448		1,200,000	5,870,448	0	5,870,448
Boca Raton Mizner Park Cultural Center Black Box Theater								
3020-581-P696-8101	Contributions Othr Govtl Agency	0	0	1,200,000		1,200,000	0	1,200,000
TOTAL				1,200,000	1,200,000			

Signatures

Date

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

[Signature] 8/17/09
[Signature] 9/2/09

[Signature] 08/27/09
[Signature] 08/27/09

By Board of County Commissioners
At Meeting of
September 15, 2009
Deputy Clerk to the Court

09- **1360**

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

BGEX 581 081309*2221

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

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 8/13/2009	REMAINING BALANCE
<u>Boca Raton Television Channel Equipment</u>								
3019-581-P658-8101	Contributions Othr Govtl Agency	0	350,000		350,000	0	0	0
<u>Boca Raton Mizner Park Cultural Center Black Box Theater</u>								
3019-581-P696-8101	Contributions Othr Govtl Agency	0	0	350,000		350,000	0	350,000
TOTAL					<u>350,000</u>	<u>350,000</u>		

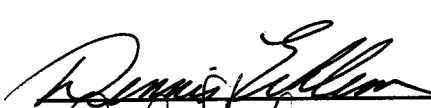
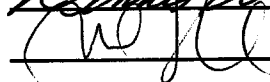
Signatures

Date

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

 8/17/09
 9/3/09

08/27/09

By Board of County Commissioners
At Meeting of
September 15, 2009
Deputy Clerk to the Court