

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 17, 2010

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 South Florida Science Museum, Inc. and the City of West Palm Beach for the period August 17, 2010, through August 16, 2013, in an amount not-to-exceed \$2,400,000 for funding South Florida Science Museum Improvements – Phase I; and **B)** Budget Transfer of \$2,400,000 within the \$25M GO Parks and Cultural Improvements Bond Fund - 2005 from Reserves to South Florida Science Museum Improvements.

Summary: This Agreement provides funding for construction of Phase I improvements to the South Florida Science Museum. Funding is from the 2002 \$50 Million Recreational and Cultural Facilities Bond referendum. District 2 (PK)

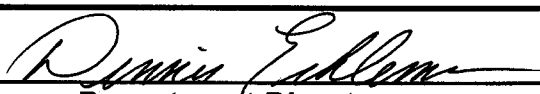
Background and Policy Issues: On November 5, 2002, a bond referendum was passed by the voters of Palm Beach County in the amount of \$50 Million for the issuance of general obligation bonds for the purpose of financing the acquisition, construction of, and/or improvements to certain recreation and cultural facilities. The 2002 bond projects list included \$4,000,000 (\$3,000,000 from District 2 and \$1,000,000 from District 7) for the construction of a new Science Museum within Lake Lytal Park. Since the project scope and location had been changed by South Florida Science Museum, Inc., the Board subsequently reduced the \$4,000,000 allocation by \$1,600,000, leaving \$2,400,000 available from the District 2 balance. This revised project is to construct Phase I improvements to the existing Science Museum facility located at Dreher Park. South Florida Science Museum, Inc. leases the property at Dreher Park under a long term lease expiring July 15, 2060, with the City of West Palm Beach.

Phase I project elements include site work (pedestrian connections and plazas, landscaping, parking, signage and utilities); an approximately 11,000 square foot expansion of the existing museum to provide traveling exhibit gallery space, two classrooms, a new entrance lobby, a gift shop, restrooms, and a support area; and construction of approximately 3,000 square feet of permanent exhibits within the current facility. The total cost of the project is estimated to be \$3,432,200. The County's contribution of \$2,400,000 will be matched by \$1,032,200 from the South Florida Science Museum, Inc.

The Agreement contains project milestones to ensure the timely completion of phase documents, design, project bidding, project construction and project completion. The required project completion date is August 16, 2013. The term of the Agreement is until August 16, 2043, consistent with the 30 year term of other recreational and cultural facility bond projects. The Agreement has been executed on behalf of the South Florida Science Museum, Inc. and the City of West Palm Beach, and now needs to be approved by the Board of County Commissioners.

Attachments:

1. Interlocal Agreement
2. Budget Transfer

Recommended by: 
Department Director

1-23-10
Date

Approved by: 
Assistant County Administrator

7-30-10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Grant Expenditures	<u>2,400,000</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>2,400,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes No
 Budget Account No.: Fund Department Unit
 Object Program

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

FUND: \$25M GO 05, Recreational & Cultural Facilities
 UNIT: Reserves

Reserves-New Projects 3020-821-9817-9908 \$2,400,000

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

[Signature] *7/29/10*
 OFMB

[Signature] *7/29/10*
 Contract Development and Control

B. Legal Sufficiency: *7/29/10*
[Signature] *7/29/10*
 Assistant County Attorney

This Contract complies with our contract review requirements.
Prior to commencement of construction, Builder's Risk insurance must be provided. For Risk Mgt, proof of Flood coverage must be provided.

C. Other Departmental Review:

Res 223-10

Res 223-10

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, SOUTH FLORIDA SCIENCE MUSEUM, INC., AND THE CITY OF WEST PALM BEACH FOR FUNDING OF SOUTH FLORIDA SCIENCE MUSEUM IMPROVEMENTS-PHASE I

THIS INTERLOCAL 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 West Palm Beach, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY", and South Florida Science Museum, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AGENCY".

WITNESSETH:

WHEREAS, MUNICIPALITY owns property located at 4801 Dreher Trail North in West Palm Beach, which it leases to AGENCY under a long term lease; and

WHEREAS, AGENCY desires to design and construct Phase I Improvements to the existing South Florida Science Museum, hereinafter referred to as "the Project" at said location; and

WHEREAS, AGENCY has asked COUNTY to financially participate in the 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, as amended, for the \$50 Million Recreation and Cultural Facilities Bond; 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, 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 use by the public by providing a mechanism for COUNTY to assist AGENCY in the funding of the Project.

Section 1.03 COUNTY shall reimburse AGENCY a total amount not to exceed \$2,400,000 for 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 as 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 AGENCY agrees to provide funding in an amount of \$1,032,200 or greater to complete the Project. The parties agree that COUNTY shall provide its portion of the funding only after AGENCY has expended its total amount of the Project costs.

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 Rachel Docekal, CEO, South Florida Science Museum, Inc., at telephone no. 561-370-7768.

Section 1.06 AGENCY shall design and construct the Project upon property leased by AGENCY in accordance with the Lease Agreement between South Florida Science Museum, Inc. and the City of West Palm Beach ("Lease"), dated July 14, 2010, expiring July 15, 2060, incorporated herein by reference. A legal description of the leased property is attached as Exhibit "B" 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 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. AGENCY agrees to meet design and construction milestones in Article 2 and to complete the Project within thirty six (36) months from the date of execution of this Interlocal Agreement by the parties hereto. AGENCY's failure to meet design and construction milestones shall be deemed an event of non-compliance of this Interlocal Agreement and COUNTY shall have any and all rights and remedies as set forth in Article 9 of this Interlocal Agreement.

Section 2.02 Prior to or upon execution of this Interlocal 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 no

later than six (6) months from the date of execution of this Interlocal Agreement by the parties hereto. COUNTY's Representative shall review said programming phase documents to ensure consistency with the intent of this Interlocal Agreement.

Section 2.04 AGENCY shall be responsible for completing engineering and architectural design and securing all permits and approvals necessary to construct the Project no later than eighteen (18) months from the date of execution of this Interlocal Agreement by the parties hereto.

Section 2.05 Agency shall award the bid for construction of the Project and commence Project construction no later than twenty four (24) months from the date of execution of this Interlocal Agreement by the parties hereto. 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 Interlocal Agreement.

Section 2.06 AGENCY shall complete the Project and open same to the public for its intended use within thirty six (36) months from the date of execution of this Interlocal Agreement by the parties hereto.

Section 2.07 AGENCY shall submit quarterly project status reports to COUNTY's Representative on or before every 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 Project costs which exceed the Cost Estimate contained in Exhibit A shall be the sole responsibility of AGENCY. AGENCY shall obtain and expend the excess funds which will be required to complete the Project prior to seeking any reimbursement from COUNTY. COUNTY shall not dispense any funds to AGENCY for the Project until AGENCY has obtained and expended the excess funds for the Project. The cost of the Inspector General's Office shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price.

Section 3.02 COUNTY shall reimburse Project costs under the terms of this Interlocal Agreement to AGENCY on a quarterly basis from the date of execution of this Interlocal 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 Interlocal Agreement.

COUNTY's representative shall visit the Project site to verify Project completion and approve said final reimbursement.

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.

Section 3.05 COUNTY agrees to reimburse AGENCY an amount not to exceed \$0 for those approved pre-Interlocal Agreement costs accruing to the Project subsequent to November 5, 2002, as more fully described in Exhibit "D", Pre-Interlocal Agreement Cost List.

Section 3.06 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 entire share of Project funding. 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 expended its share of Project funding. COUNTY shall rely on that certification to reimburse Project costs to AGENCY under this Interlocal Agreement.

ARTICLE 4. OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 4.01 Upon completion, the Project shall remain the leased property of the 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 or other recreational or cultural use by the general public as such other use may be approved by the County (which approval shall not be unreasonable withheld) for a term of thirty (30) years from the execution of this Interlocal 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 Interlocal 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 Interlocal 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 Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, AGENCY's obligations hereunder, COUNTY retains the right to be reimbursed by AGENCY as provided for in Article 9, Remedies, of this Interlocal Agreement. Should AGENCY transfer management of the Project to a party or parties not now a part of this Interlocal Agreement, AGENCY 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, sexual orientation or gender identity and expression with respect to use of the Project.

Section 5.02 The term of this Interlocal Agreement shall be for a period of thirty (30) years commencing upon the date of execution of this Interlocal Agreement by the parties hereto. AGENCY and MUNICIPALITY shall restrict its use of the Project to recreational and cultural 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, AUDITS, AND INSPECTOR GENERAL

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.

The COUNTY has established the Office of the Inspector General, Ordinance R-2009-049, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. All parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including receiving access to records relating to this Interlocal Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the parties hereto, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. The cost of the Inspector General's Office shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price.

ARTICLE 7. NOTICES

Any notice given pursuant to the terms of this Interlocal 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 AGENCY:
Executive Director
South Florida Science Museum, Inc.
4801 Dreher Trail North
West Palm Beach, FL 33405

As to MUNICIPALITY:
City Manager
City of West Palm Beach
P.O. Box 3366
West Palm Beach, FL 33401

ARTICLE 8. TERMINATION FOR NON-COMPLIANCE

Upon occurrence of one or more of the following events set forth below, COUNTY may find AGENCY in non-compliance and shall use any and all rights and remedies to this Interlocal Agreement as indicated in Article 9 for non-compliance by AGENCY in the performance of any of the terms and conditions as set forth herein:

1. Failure to 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 no later than six (6) months from the date of execution of this Interlocal Agreement.
2. Failure to complete engineering and architectural design and securing all permits and approvals necessary to construct the Project no later than eighteen (18) months from the date of execution of this Interlocal Agreement.
3. Failure to award the bid for construction of the Project and commence Project construction no later than twenty four (24) months from the date of execution of this Interlocal Agreement.
4. Failure to totally complete the Project and open same to the public for its intended use within thirty six (36) months from the date of execution of this Interlocal Agreement.
5. Failure in the performance of any of the material terms and conditions as set forth herein.

ARTICLE 9: REMEDIES

In the event of any non-compliance by AGENCY in the performance of any of the terms and conditions as set forth in Article 8 and if AGENCY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so, COUNTY may at any time thereafter elect to pursue any and all remedies available pursuant to this Interlocal Agreement, either in whole or in part, including interest paid by COUNTY to retire bond funds during the term of this Interlocal Agreement.

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal 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 Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 10. FILING

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

ARTICLE 11: 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 or MUNICIPALITY or its City Council. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees or MUNICIPALITY or any of its 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 Interlocal Agreement.

ARTICLE 12: 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. **Business Automobile Liability.** AGENCY 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 AGENCY doesn't own any automobiles, the Business Auto Liability

- requirement shall be amended allowing AGENCY 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. AGENCY shall provide this coverage on a primary basis.
- D. **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.
- E. **Additional Insured.** AGENCY shall endorse COUNTY and MUNICIPALITY as 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.
- F. **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.
- G. **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 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.** 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 Interlocal 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 Interlocal Agreement on a pre-loss basis.
- I. **Certificate(s) of Insurance.** Prior to execution of this Interlocal Agreement by COUNTY, AGENCY 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: Contract/Grant 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.

K. AGENCY shall require each Contractor engaged by AGENCY for work associated with this Interlocal 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 13: 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 14: CAPTIONS

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

ARTICLE 15: SEVERABILITY

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal 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 Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16: ENTIRETY OF INTERLOCAL AGREEMENT

This Interlocal Agreement represents the entire understanding between COUNTY, AGENCY, and MUNICIPALITY and supersedes all other negotiations, representations or Interlocal 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 17. THIRD PARTY BENEFICIARIES

This Interlocal 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 Interlocal Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the parties have caused this Interlocal 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: _____
Deputy Clerk

By: _____
Commissioner Burt Aaronson, Chair

WITNESSES:

By: **SOUTH FLORIDA SCIENCE MUSEUM, INC.**
Tax I.D. # 59-0915177



By: MATTHEW B. LORENTZEN
Name (Type or Print)

Title: CHAIRMAN

By: _____
Signature

ATTEST:

By: City Clerk

CITY OF WEST PALM BEACH
By: _____
Mayor 6/14/2010

APPROVED AS TO TERMS AND
CONDITIONS
By: _____
Dennis L. Eshleman, Director
Parks and Recreation Department

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
By: _____
Agency Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
By: _____
County Attorney

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY
By: SP
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)
Contractual Services Purchase Schedule Form) (Page 2 of 2)
- EXHIBIT D Pre-Interlocal Agreement Costs List - NOT APPLICABLE

EXHIBIT A

PROJECT DESCRIPTION, COST ESTIMATE, AND CONCEPTUAL SITE PLAN

EXHIBIT A - 1

SOUTH FLORIDA SCIENCE MUSEUM – PHASE I PROJECT DESCRIPTION

The current South Florida Science Museum was founded in 1959 to promote public involvement in the constantly changing world of science and technology. Since then, the population of Palm Beach County has increased by nearly five-fold. The existing South Florida Science Museum is a 20,000 square foot one story building on a 0.1321 acre site leased from the City of West Palm Beach and located in Dreher Park.

To meet the challenges of the future, South Florida Science Museum, Inc. has proposed a phased Capital Program. Phase I of this program is a \$3,432,200 construction project that consists of a 10,000 to 12,000 square foot addition to the existing 20,000 square foot Science Museum facility and adds approximately 90 parking spaces. The purpose of the new construction is to provide needed additional exhibition space, exhibits, class rooms, common and support areas, parking, and landscaping.

The Phase I project includes site work, landscaping, parking, construction of a 10,000 to 12,000 square foot addition, an entrance lobby, a gift shop, restrooms, and support areas including a mechanical area. In addition, Phase I includes construction of new permanent exhibits to be housed within approximately 3,000 square feet of the existing facility once traveling exhibits are relocated to the new traveling gallery area within the new addition.

Project Elements

Site Work Construction:

- Pedestrian connections and plazas
- Landscaping;
- Approximately 90 parking spaces;
- Signage;
- Tree Location/Replacement; and Utilities.

Science Center Facility Complete Construction of 10,000 to 12,000 square feet:

- Traveling Exhibit gallery Space
- Two class rooms
- New entrance lobby
- Gift Shop
- Restrooms
- Support areas including a mechanical room

Construction of Permanent Exhibits:

- Development and construction of approximately 3,000 square feet of permanent exhibits to be housed in current facility (see proposed location on site plan).

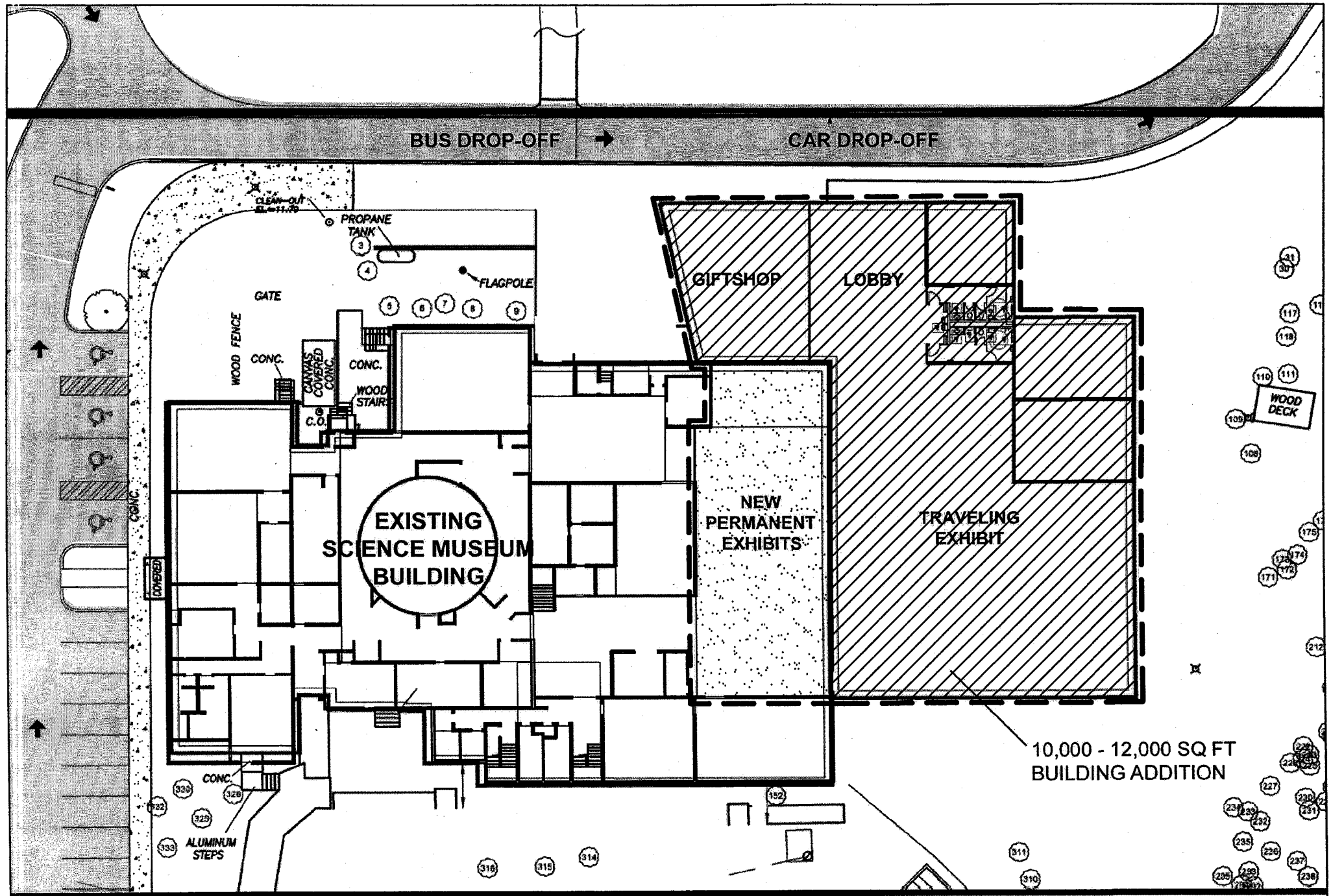
EXHIBIT A - 2

SOUTH FLORIDA SCIENCE MUSEUM COST ESTIMATE PHASE 1

- 10,000-12,000 SF Building to include a traveling exhibit gallery space, two classrooms, entrance lobby, gift shop, restrooms and support areas.
- Approximately 90 parking spaces.
- Site improvements to include hardscape pedestrian connections and plazas, landscaping, parking, signage, and utilities.
- New Permanent Exhibits to be placed within approximately 3,000 square feet of the existing facility.

Total Construction Cost Estimate

\$3,432,200



Proposed Building Addition & Permanent Exhibit Area
 SOUTH FLORIDA SCIENCE MUSEUM

- — — PROJECT LIMITS
-  BUILDING ADDITION
-  NEW EXHIBIT AREA

Site Data

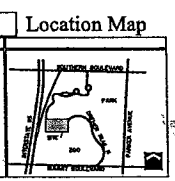
Project Number	20110003
Name of Project	South Florida Science Museum
Project Location	City of West Palm Beach, Florida
Public Land Use Designation	City of West Palm Beach, Florida (C-3)
County	West Palm Beach, Florida
Parish/Territory/Region	FLA 0000000000000000
Property Control Number	74-01-01-00-000-0000
Trailer/Analysis Date	08/08/09
Revised Planning Area	08/08/09
Total Gross Site Area	321 ac.
Net Area (Per 100 R.O.C.N.)	4,222 ac.
Total Gross Floor Area	30,000 s.f.
Existing Cultural Facility	12,000 s.f.
Proposed Cultural Facility	18,000 s.f.

Community Approval	12,000 s.f.
Proposed Cultural Facility	12,000 s.f.

Total Floor Area Ratio	0.05
Total Building Coverage	10%
Building Coverage of 0.057 s.f.	10%

Impervious Area	34,827 s.f.
Permeable Area	48,845 s.f.
Parking Area	114,778 s.f.
Open Space	0%
Building Height	30'
Number of Stories	1
Parking Spaces	60 SPACES
Proposed Cultural Facility - 1 Space/200 s.f. @ 12,000 s.f. = 10	60 SPACES
Proposed Parking	60 SPACES
Handicap Spaces Required	6
Handicap Spaces Proposed	6
Landscaping	6
Loading Platform	6

ALL CALCULATIONS BASED ON NET ACRES



Notes

* BASE INFORMATION FOR THIS PROJECT WAS OBTAINED FROM A SURVEY PREPARED BY WALLACE SURVEYING CORP., WEST PALM BEACH, FLORIDA.

* ALL CALCULATIONS BASED ON NET ACRES.

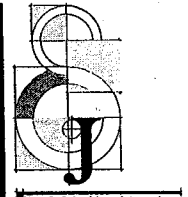
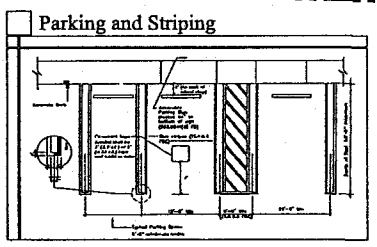
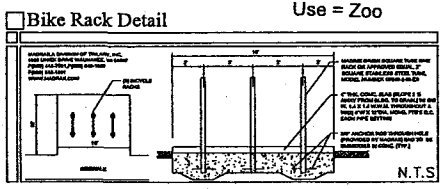
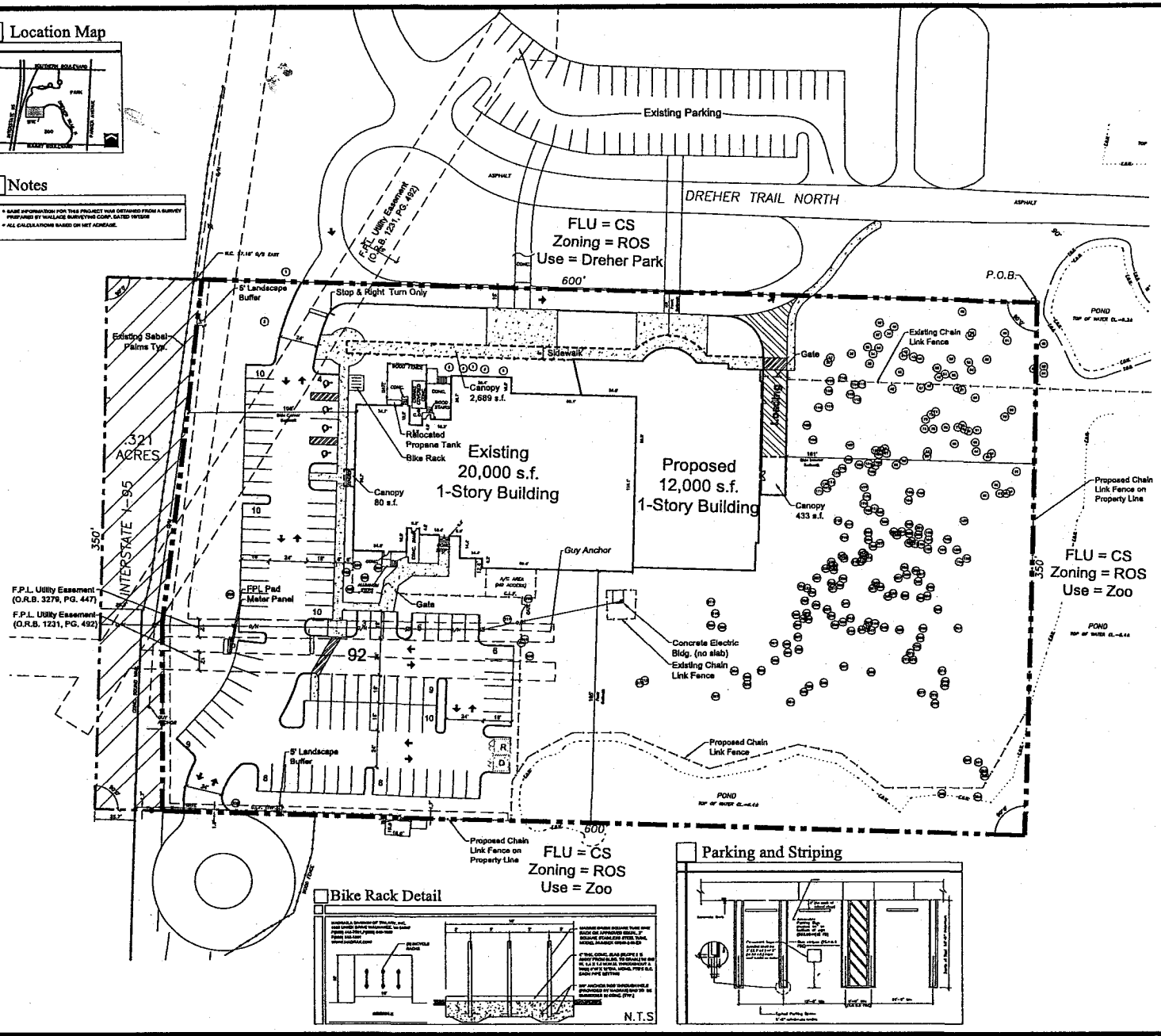
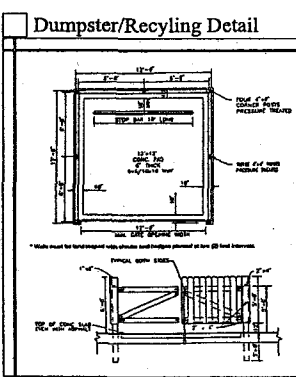
Development Regulations

Code	Section	Requirement
FLU = CS	207.01	Minimum Lot Area
FLU = CS	207.02	Minimum Lot Width
FLU = CS	207.03	Minimum Lot Depth
FLU = CS	207.04	Minimum Front Setback
FLU = CS	207.05	Minimum Side Setback
FLU = CS	207.06	Minimum Rear Setback
FLU = CS	207.07	Minimum Front Yard Coverage
FLU = CS	207.08	Minimum Side Yard Coverage
FLU = CS	207.09	Minimum Rear Yard Coverage
FLU = CS	207.10	Minimum Front Yard Open Space
FLU = CS	207.11	Minimum Side Yard Open Space
FLU = CS	207.12	Minimum Rear Yard Open Space

ALL CALCULATIONS BASED ON NET ACRES

Development Team

DEVELOPER:	SOUTH FLORIDA SCIENCE MUSEUM WEST PALM BEACH, FLORIDA 33411
ARCHITECT:	WALLACE SURVEYING CORP. WEST PALM BEACH, FLORIDA 33411
PLANNER:	JOHN E. SCHMIDT AND ASSOCIATES WEST PALM BEACH, FLORIDA 33411
ENGINEER:	BRADSHAW AND WHITE WEST PALM BEACH, FLORIDA 33411
LANDSCAPE ARCHITECT:	JOHN E. SCHMIDT AND ASSOCIATES WEST PALM BEACH, FLORIDA 33411



Jon E. Schmidt and Associates
Landscape Architecture & Site Planning
2347 Palm Beach Lakes Blvd., Suite 101
West Palm Beach, Florida 33411
Tel: (561) 684-4141 • Fax: (561) 684-4142
E-mail: jschmidt@jesa.com
Website: www.jesa.com
License No.: LC2400022

South Florida Science Museum

City of West Palm Beach, Florida

Date: 10/20/09
Scale: 1" = 30'-0"
Design By: JES
Drawn By: Coy
Checked By: Jos
File No: 544.01
Job No: 09-31

REVISIONS / SUBMISSIONS

1/13/10	Revised Layout
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EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION

A parcel of land lying in Section 4, Township 44 South, Range 43 East, City of West Palm Beach, Palm Beach County, Florida and being more particularly described as follows:

Commencing at the center line intersection of Parker Avenue and West Lakewood Road (platted as Lake View Parkway) as shown on the plat of LAKEVIEW RIDGE as recorded in Plat Book 7, Page 35 of the Public Records of Palm Beach County, Florida; Thence N 87° 57' 32" W, along said West Lakewood Road center line and its easterly prolongation, a distance of 1679.36 feet; Thence S 02° 02' 28" W, 60.00 feet to the Point of Beginning; Thence continue S 02° 02' 28" W, 350.00 feet; Thence N 87° 57' 32" W, 568.26 feet to a point on the easterly right-of-way line of Interstate 95 as shown on the State of Florida, State Road Department, Right of Way Map Section 93220-2421 (2405); Thence along said line N 02° 07' 12" E, 140.97 feet; Thence continuing along said right-of-way line, N 09° 11' 38" E, 210.67 feet to a point in a line lying 60 feet south of, as measured at right angles to, the afore-mentioned center line of West Lakewood road; Thence S 87° 57' 32" E, along said line, 541.83 feet to the Point of Beginning.

Containing 4.50 acres.

Subject to easements, restrictions and reservations of record.

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

EXHIBIT D

PRE-INTERLOCAL AGREEMENT COST LIST

NOT APPLICABLE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER BB&T Burkey Risk Services 2240 Woolbright Road Suite 201 Boynton Beach, FL 33426 561 734-8445		CONTACT NAME: Cindy Cuellar PHONE (A/C, No, Ext): 561 734-8445 FAX (A/C, No): 888-243-5977 E-MAIL ADDRESS: ccuellar@bbandt.com PRODUCER CUSTOMER ID #:	
INSURED South Florida Science Museum Inc. 4801 Dreher Trail N West Palm Beach, FL 33405		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Philadelphia Indemnity Insuranc 18058 INSURER B : Maryland Casualty Company 19356 INSURER C : Owners Insurance Company 32700 INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		PHPK578512	06/01/2010	06/01/2011	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 \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4810600600	07/23/2010	07/23/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$ 10,000		PHUB309845	06/01/2010	06/01/2011	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WC0272985502	01/01/2010	01/01/2011	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents is Additional Insured under CG2026. Coverage is on a Primary basis.

CERTIFICATE HOLDER Palm Beach County c/o Parks and Recreation Dept 2700 Sixth Avenue So Ste 601 Lake Worth, FL 33401	CANCELLATION 30 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sharon Lynn Peltis</i>
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ACORD**EVIDENCE OF PROPERTY INSURANCE**

07/12/2010

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 BB&T Burkey Risk Services 2240 Woolbright Road Suite 201 Boynton Beach, FL 33426		PHONE (A/C, No, Ext): 561 734-8445	COMPANY Philadelphia Indemnity Insurance Co. 11301 Carmel Commons Blvd. Suite 110 Charlotte, NC 28226	
FAX (A/C, No): 888-243-5977	E-MAIL ADDRESS: ccuellarbandt.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 1369968	INSURED South Florida Science Museum Inc. 4801 Dreher Trail N West Palm Beach, FL 33405		LOAN NUMBER	POLICY NUMBER PHPK578512
	EFFECTIVE DATE 06/01/10	EXPIRATION DATE 06/01/11	CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>	
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

4801 Dreher Trail N West Palm Beach, FL 33405

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COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building- Excluding Wind	\$2,730,000	\$5,000
Business Personal Property - Excluding Wind	\$173,000	\$5,000
Business Income - Excluding Wind	\$1,750,000	72 Hours
Citizens Property Insurance 5/24/2010-2011		
Buildings with Wind	\$985,000	3%
Personal Property with Wind	\$140,000	3%
Scottsdale Insurance Co 6/1/2010-2011 (See Attached Coverage Info.)		

REMARKS (Including Special Conditions)**CANCELLATION**

30 Days for Non-Payment

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 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 c/o Parks and Recreation Dept 2700 Sixth Avenue So Ste 601 West Palm Beach, FL 33401 Attn: Contract/Grant Coordinator	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
LOAN #			
AUTHORIZED REPRESENTATIVE <i>Sharon Lynn Pallas</i>			

COVERAGE INFORMATION (Continued from page 1.)

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Other Buildings - Excluding Wind	\$85,000	\$1,000
Other Personal Property	\$40,000	\$1,000

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PRODUCER BB&T Burkey Risk Services 2240 Woolbright Road Suite 201 Boynton Beach, FL 33426 561 734-8445	CONTACT NAME: Cindy Cuellar
	PHONE (A/C, No, Ext): 561 734-8445 FAX (A/C, No): 888-243-5977 E-MAIL ADDRESS: ccuellar@bbandt.com PRODUCER CUSTOMER ID #:
INSURED South Florida Science Museum Inc. 4801 Dreher Trail N West Palm Beach, FL 33405	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Philadelphia Indemnity Insuranc 18058
	INSURER B: Maryland Casualty Company 19356
	INSURER C: Owners Insurance Company 32700
	INSURER D:
	INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR NSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		PHPK578512	06/01/2010	06/01/2011	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
C	AUTOMOBILE LIABILITY		4810600600	07/23/2010	07/23/2011	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB	<input type="checkbox"/> OCCUR	PHUB309845	06/01/2010	06/01/2011	EACH OCCURRENCE	\$2,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$2,000,000
	DEDUCTIBLE						\$
	RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC0272985502	01/01/2010	01/01/2011	WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents is Additional Insured under CG2026. Coverage is on a Primary basis.

CERTIFICATE HOLDER City Manager City of West City of West Palm Beach P.O. Box 3366 West Palm Beach, FL 33401	CANCELLATION 30 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sharon Lynn Pollis</i>
--	--

ACORD**EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)

07/12/2010

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FAX (A/C, No): 888-243-5977	E-MAIL ADDRESS: ccuellarbbandt.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 1369968			LOAN NUMBER	POLICY NUMBER PHPK578512
INSURED South Florida Science Museum Inc. 4801 Dreher Trail N West Palm Beach, FL 33405			EFFECTIVE DATE 06/01/10	EXPIRATION DATE 06/01/11
			CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>	
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

4801 Dreher Trail N West Palm Beach, FL 33405

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COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
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Business Personal Property- Excluding Wind	\$173,000	\$5,000
Business Income - Excluding Wind	\$1,750,000	72 Hours
Citizens Property Insurance - 5/24/2010-2011		
Buildings with Wind	\$985,000	3%
Personal Property	\$140,000	3%
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ADDITIONAL INTEREST

NAME AND ADDRESS City Manager City of West Palm Beach P.O. Box 3366 West Palm Beach, FL 33401	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #		
AUTHORIZED REPRESENTATIVE <i>Sharon Lynn Pellie</i>			

COVERAGE INFORMATION (Continued from page 1.)

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Other Buildings- Excluding Wind Other Personal Property - Excluding Wind	\$85,000 \$40,000	\$1,000 \$1,000

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

BGEX 581 071910*1819

FUND 3020 - \$25M GO 05, Recreational & Cultural Facilities

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 7/19/2010	REMAINING BALANCE
<u>Reserves - Fund 3020</u>								
3020-821-9817-9908	Res-New Projects	8,234,048	5,886,638		2,400,000	3,486,638	0	3,486,638
<u>S. Florida Science Museum/Pass-Through</u>								
3020-581-P577-8201	Contributions-Non-Govts Agnces	0	0	2,400,000		2,400,000	0	2,400,000
TOTAL				<u>2,400,000</u>	<u>2,400,000</u>			

Signatures

Date

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

 7-20-2010

By Board of County Commissioners
At Meeting of
August 17, 2010
Deputy Clerk to the Court