

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 14, 2010

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A) Interlocal Agreement with the Boca Raton Community Redevelopment Agency (CRA) and the Boca Raton Museum of Art, Inc. for the period September 14, 2010, through March 13, 2012, in an amount not-to-exceed \$435,000 for improvements to the Boca Raton Museum of Art; and B) Budget Transfer of \$435,000 within the \$25M GO Parks and Cultural Improvements Bond Fund - 2005 from Reserves for Boca Raton Museum of Art Gallery Space to Boca Raton Museum of Art Improvements.

Summary: This Agreement provides funding for design and construction of capital renovations to the existing Boca Raton Museum of Art. Funding is from the 2002 \$50 Million Recreational and Cultural Facilities Bond referendum - District 4. The Agreement allows for reimbursement of pre-Agreement expenses incurred subsequent to December 1, 2009. 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 \$435,000 for gallery space within the Mizner Park Cultural Center to be located in the former Cartoon Museum. On December 1, 2009, the Board reallocated the \$435,000 for gallery space in the Mizner Park Cultural Center to the Boca Raton Museum of Art for improvements to its existing museum building located at Mizner Park.

Project elements for the Boca Raton Museum of Art include renovation of the air conditioning system, upgrading the security system, repainting the outside of the building and repairing stucco cracks, replacement of carpeting on the first floor and in the Auditorium, repairing ceiling cracks in the second floor gallery, replacement of broken floor tiles throughout the Museum, and other miscellaneous capital renovations within the existing facility. Boca Raton Museum of Art, Inc. is currently under a long term lease, which expires December 22, 2096, for the property operated as the Boca Raton Museum of Art and owned by the CRA.

The Agreement's specified project completion date is March 13, 2012, but the improvements are currently under construction, and are anticipated to be complete before the end of this year. The term of the Agreement is the standard 30 year term for Bond Agreements. The Agreement has been executed on behalf of the Boca Raton Community Redevelopment Agency and Boca Raton Museum of Art, Inc., and now needs to be approved by the Board of County Commissioners.

Attachments:

1. Interlocal Agreement
2. Budget Transfer

Recommended by: _____

Department Director

Date

Approved by: _____

Assistant County Administrator

Date

8-20-10

8/30/10

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Approved by: _____

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8/30/10

Date

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, THE BOCA RATON
COMMUNITY REDEVELOPMENT AGENCY, AND BOCA RATON MUSEUM OF ART, INC.
FOR FUNDING OF IMPROVEMENTS TO THE BOCA RATON MUSEUM OF ART**

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 Boca Raton Community Redevelopment Agency, a public agency created pursuant to Part III of Chapter 163, Florida Statutes, hereinafter referred to as "CRA" and Boca Raton Museum of Art, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AGENCY".

WITNESSETH:

WHEREAS, CRA was formed pursuant to Chapter 163, Florida Statutes; and

WHEREAS, CRA owns property located at 501 Plaza Real, Mizner Park in Boca Raton, which it leases to Concert Hall at Mizner Park, Inc., a Florida not-for-profit corporation, which leases it to AGENCY under a long term lease and which AGENCY operates as the Boca Raton Museum of Art; and

WHEREAS, AGENCY desires to design and construct capital renovations to the existing Boca Raton Museum of Art, 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 \$50,000,000 ("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 \$435,000 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 \$ 0 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 Roberta Stewart, Director of Administration, Boca Raton Museum of Art, Inc., at telephone no. 561-392-2500, Ext. 215.

Section 1.06 AGENCY shall design and construct the Project upon property leased by AGENCY in accordance with the Lease between Boca Raton Museum of Art, Inc. and the Concert Hall at Mizner Park, Inc., dated December 23, 1997, and expiring December 22, 2096, 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 and CRA 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 CRA 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 eighteen (18) 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 three (3) 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 six (6) 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 nine (9) 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 eighteen (18) 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 disburse 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 \$435,000 for those approved pre-Interlocal Agreement costs accruing to the Project subsequent to December 1, 2009, as more fully described in Exhibit "D", Pre-Interlocal Agreement Cost List.

Section 3.06 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 CRA 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, 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. Neither AGENCY nor CRA may 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 CRA transfers 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 CRA 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 CRA 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 CRA shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status, sexual orientation, or gender identity or 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 CRA shall restrict their 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 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 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 R2009-049, 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
Boca Raton, FL 33401

As to AGENCY:

President
Boca Raton Museum of Art, Inc.
501 Plaza Real, Mizner Park
Boca Raton, FL 33432

With a Copy to:

Kim Nutter, Esq., Agency Attorney
Greenspoon Marder, P.A.
2255 Glades Road, Suite 414-E
Boca Raton, FL 33431

As to CRA:

Leif J. Ahnell
Executive Director of CRA
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

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 three (3) 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 six (6) 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 nine (9) 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 eighteen (18) 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. These County remedies include, but are not limited to terminating the Interlocal Agreement and requiring AGENCY to reimburse any funds provided to AGENCY 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 CRA or its Board of Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees or CRA or any of its officers, agents, or employees, AGENCY shall indemnify, save and hold harmless and defend COUNTY and CRA, 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. **General Insurance Requirements.** 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 CRA 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 endorsements shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" and "Boca Raton Community Redevelopment Agency, a public agency created pursuant to Part II of Chapter 163, Florida Statutes, 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 and CRA Certificates 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 Certificates of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holders' addresses shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager, and Boca Raton Community Redevelopment Agency, 201 W. Palmetto Park Road, Boca Raton, FL 33432, Attention: City Clerk.
- 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. **Insurance Requirements for Contractors.** 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 CRA 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.

ARTICLE 18: FILING

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

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

By: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Commissioner Burt Aaronson, Chair

WITNESSES:

Alice Hall
Mary Siddons

BOCA RATON MUSEUM OF ART, INC.
F.E.I. # 59-6019851

By: PAUL W. CARMAN
Name (Type or Print)

Title: President

By: _____
Signature

ATTEST:

Susan L. Saxton
By: City Clerk

BOCA RATON COMMUNITY REDEVELOPMENT
AGENCY

By: Constance J. Scott
Chairman

APPROVED AS TO TERMS AND
CONDITIONS

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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Agency Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: Diana M. [Signature]
CRA 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

EXHIBIT A

PROJECT DESCRIPTION, COST ESTIMATE, AND CONCEPTUAL SITE PLAN

EXHIBIT A

**BOCA RATON MUSEUM OF ART
501 Plaza Real
Boca Raton, FL 33432**

PROJECT DESCRIPTION FOR BOCA RATON MUSEUM OF ART CAPITAL RENOVATIONS TO EXISTING FACILITY:

The Boca Raton Museum of Art will celebrate its 10th anniversary at the Mizner Park location in 2011. Our building is now ten years old and there are necessary repairs and renovations that need to occur during 2010. Our lists of projects, totaling seventeen, have been prioritized. With the grant of \$435,000 from Palm Beach County, we will be able to complete six or more of the projects, as listed below. The remaining projects will be addressed as funding becomes available.

1. Renovate air conditioning system
2. Upgrade security system
3. Repaint outside of building and repair stucco cracks
4. Replace carpeting on first floor and in Auditorium
5. Repair ceiling cracks in 2nd floor gallery
6. Replace broken floor tiles throughout the Museum
7. Other miscellaneous capital renovations

EXHIBIT A

**BOCA RATON MUSEUM OF ART
501 Plaza Real
Boca Raton, FL 33432**

COST ESTIMATE FOR BOCA RATON MUSEUM OF ART CAPITAL RENOVATIONS TO EXISTING FACILITY:

1. Renovate air conditioning system
2. Upgrade security system
3. Repaint outside of building and repair stucco cracks
4. Replace carpeting on first floor and in Auditorium
5. Repair ceiling cracks in 2nd floor gallery
6. Replace broken floor tiles throughout the Museum
7. Other miscellaneous capital renovations

Total cost of listed projects: \$435,000

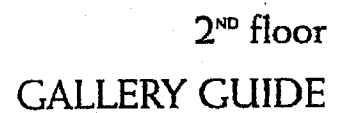
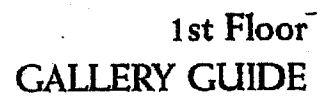
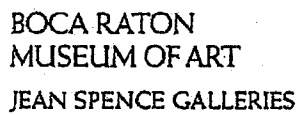


EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

BOCA RATON MUSEUM OF ART
501 Plaza Real
Boca Raton, FL 33432

LEGAL DESCRIPTION OF PROPERTY:

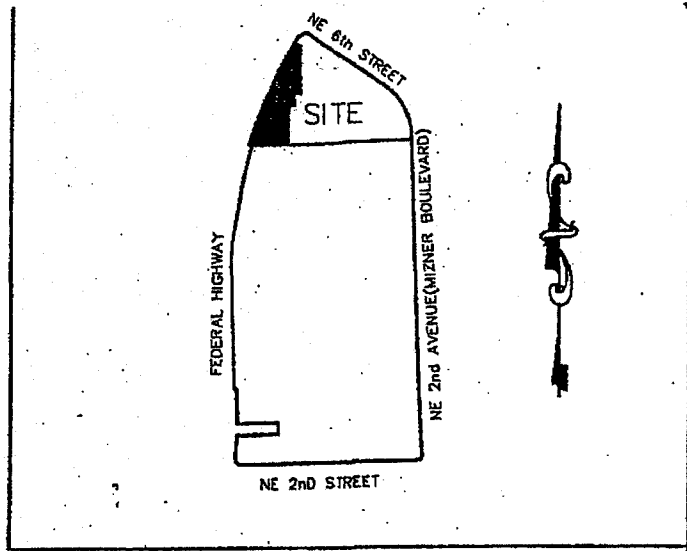
Mizner Park, NLY 548.19 ft of WLY 165.35 ft of par a k/a Boca Raton Museum of Art.

LAND DESCRIPTION OF PROPERTY:

A portion of Parcel 'A', 'MIZNER PARK', according to the plat thereof as recorded in Plat Book 67, Pages 68 and 69 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the most Northerly corner of said Parcel 'A'; thence S65°11'28"W along a boundary line of said Parcel 'A', a distance of 8.32 feet to the POINT OF BEGINNING; thence continuing S65°11'28"W along said boundary line, a distance of 31.58 feet; thence southwesterly along a boundary line of said Parcel 'A' along the arc of a curve to the left whose radius point bears S58°08'56"E, having a radius of 1860.08 feet, a central angle of 15°32'19", on arc distance of 504.45 feet to a point; thence S73°41'14"E along a boundary line of said Parcel 'A', a distance of 12.00 feet; thence southwesterly along a boundary line of said Parcel 'A' along the arc of a curve to the left whose radius point bears S73°41'14"E, having a radius of 1848.06 feet, a central angle of 01°20'26", an arc distance of 43.24 feet; thence N88°12'47"E, a distance of 165.35 feet; thence NO1°47'13"W, a distance of 174.57 feet; thence N88°12'47"E, a distance of 2.50 feet; thence NO1°47'13"E, a distance of 22.69 feet; thence N52°32'34"E, a distance of 59.37 feet; thence NO1°47'10"W, a distance of 26.59 feet; thence N21°23'06"E, a distance of 37.98 feet; thence N88°12'28"E, a distance of 19.01 feet; thence NO1°47'13"W, a distance of 216.46 feet to the POINT OF BEGINNING.

Said lands situate in the City of Boca Raton, Palm Beach County, and containing 59,178 square feet (1.3585 acres) more or less.



LOCATION MAP N.T.S.

DESCRIPTION

A PORTION OF PARCEL "A", "MIZNER PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGES 68 AND 69 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID PARCEL "A"; THENCE S65°11'28"W ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 8.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S65°11'28"W ALONG SAID BOUNDARY LINE, A DISTANCE OF 31.58 FEET; THENCE SOUTHWESTERLY ALONG A BOUNDARY LINE OF SAID PARCEL "A" ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S58°08'56"E, HAVING A RADIUS OF 1860.08 FEET, A CENTRAL ANGLE OF 15°32'19", AN ARC DISTANCE OF 504.45 FEET TO A POINT; THENCE S73°41'14"E ALONG A BOUNDARY LINE OF SAID PARCEL "A", A DISTANCE OF 12.00 FEET; THENCE SOUTHWESTERLY ALONG A BOUNDARY LINE OF SAID PARCEL "A" ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S73°41'14"E, HAVING A RADIUS OF 1848.06 FEET, A CENTRAL ANGLE OF 1°20'26", AN ARC DISTANCE OF 43.24 FEET; THENCE N88°12'47"E, A DISTANCE OF 185.30 FEET; THENCE N01°47'13"W, A DISTANCE OF 174.57 FEET; THENCE N88°12'47"E, A DISTANCE OF 2.50 FEET; THENCE N01°47'13"E, A DISTANCE OF 22.89 FEET; THENCE N52°32'34"E, A DISTANCE OF 59.33 FEET; THENCE N01°47'13"W, A DISTANCE OF 26.55 FEET; THENCE N21°26'06"E, A DISTANCE OF 37.98 FEET; THENCE N88°12'21"E, A DISTANCE 19.01 FEET; THENCE N01°47'13"W, A DISTANCE OF 216.52 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN THE CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA.

CONTAINING 57,171 SQUARE FEET/1.3125 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF BOCA RATON, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO "MIZNER PARK", AS RECORDED IN PLAT BOOK 67, PAGES 68 AND 69 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON SEPTEMBER 29, 2000. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-8 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

DAVID P. LIMLEY, P.L.S.
REG. LAND SURVEYOR #5005
STATE OF FLORIDA
LB 3591

SHEET 2 OF 2



CAULFIELD & WHEELER, INC.
Consulting Engineers - Land Planners - Surveyors
7301A West Palmetto Park Road - Suite 100A
Boca Raton, Florida 33433 (561) - 392-1991

MIZNER PARK, MUSEUM OF ART PARCEL
SKETCH OF DESCRIPTION

REVISIONS	DATE	BY
revised per arch	9/29/00	
REV LEGAL	3/7/02	

DATE: 5/8/98
SCALE: AS SHOWN
DRN BY: DPL
CKD BY: DPL
FLD BK: N/A
PAGE: N/A
JOB NO: 2022
DWG: 2022CHAM

POINT OF COMMENCEMENT

MOST NORTHERY CORNER

PARCEL "A"

S65°11'28"W
31.58'

S65°11'28"W
8.32'

$\Delta = 00°12'32"$
 $R = 1860.08'$
 $L = 6.78'$

GRAPHIC SCALE

70 0 35 70 140

(IN FEET)

N.E. 6th STREET
(R/W)

(BEARING BASIS)
S55°32'14"E

403.21'(CALC)
403.13'(PLAT)

POINT OF BEGINNING

$\Delta = 24°37'38"$
 $R = 268.00'$
 $L = 115.19'$

PARCEL "A"
MIZNER PARK
(PLAT BOOK 67, PAGES 68 AND 69)

S01°50'36"E
58.78'

RADIAL BEARING
S80°02'30"W

S13°22'26"E
66.00'

$\Delta = 08°06'55"$
 $R = 256.00'$
 $L = 36.26'$

S88°09'24"W
18.05'

N.E. 5th STREET

MIZNER BOULEVARD
(R/W)

30' TURN
LANE EASEMENT

U.E.

RADIAL BEARING
S58°08'56"E

L = 504.45'
10' U.E.

N21°28'06"E
37.98'

N01°46'29"W
216.52'

N88°12'21"E
19.01'

N01°47'13"W
22.69'

N01°47'10"W
26.55'

N88°12'47"E
2.50'

N01°47'13"W
174.57'

N88°12'47"E
165.30'

RADIAL BEARING
S75°01'40"E

TYPICAL
LEGEND NOTES

- ARC LENGTH
- J.E. - DRAINAGE EASEMENT
- ESMT. - EASEMENT
- O.R.B. - OFFICIAL RECORD BOOK
- R - RADIUS
- R/W - RIGHT-OF-WAY
- U.E. - UTILITY EASEMENT
- Δ - DELTA (CENTRAL ANGLE)
- /// - NON VEHICULAR ACCESS
LINE PER PLAT

DATE 5/5/98
SCALE AS SHOWN
DRAWN BY DEL
CRO BY DEL
F.D.BK. N/A
PAGE N/A
JOB NO. 2022
DWG 2022CHAM

REVISIONS	DATE	BY
REVISED PER ARCH	6/5/98	
REVISED PER ARCH	9/29/00	
REV LEGAL	3/7/02	

CAULFIELD & WHEELER, INC.
Consulting Engineers - Land Planners - Surveyors
7301A West Palmato Park Road - Suite 100A
Boca Raton, Florida 33433 (561) - 392-1991

MIZNER PARK, MUSEUM OF ART PARCEL
SKETCH OF DESCRIPTION

SHEET 1 OF 2

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.

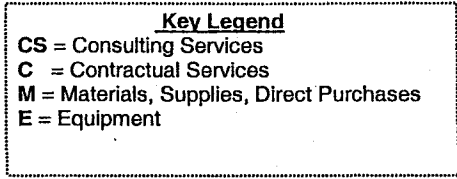
Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Administrator

Date

Financial Officer

Date

EXHIBIT C
(cont'd.)

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

Date _____

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

Date _____

EXHIBIT D

PRE-INTERLOCAL AGREEMENT COST LIST

EXHIBIT D
Pre-Agreement Costs

BOCA RATON MUSEUM OF ART
501 Plaza Real
Boca Raton, FL 33432

COST ESTIMATE FOR BOCA RATON MUSEUM OF ART CAPITAL RENOVATIONS TO EXISTING FACILITY:

1. Renovate air conditioning system
2. Upgrade security system
3. Repaint outside of building and repair stucco cracks
4. Replace carpeting on first floor and in Auditorium
5. Repair ceiling cracks in 2nd floor gallery
6. Replace broken floor tiles throughout the Museum
7. Other miscellaneous capital renovations

Total cost of listed projects: \$435,000

Costs must be incurred subsequent to December 1, 2009



CERTIFICATE OF LIABILITY INSURANCE

OP ID MN

DATE (MM/DD/YYYY)
07/20/10

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	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BOCAR00	
INSURED	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Northern Ins. Co. of New York	19372
	INSURER B: General Ins. Co. of America	
	INSURER C: Ohio Casualty Insurance Co.	24074
	INSURER D:	
	INSURER E:	
	INSURER F:	

The Plastridge Agency, Inc.
820 N.E. 6th Avenue
Delray Beach FL 33483
Phone:561-276-5221 Fax:561-276-5244

Boca Raton Museum of Art, Inc.
501 Plaza Real
Boca Raton FL 33432

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		PPS002286062	04/09/10	04/09/11	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1000000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10000
	<input checked="" type="checkbox"/> Liquor Liab						PERSONAL & ADV INJURY	\$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2000000
								\$
B	AUTOMOBILE LIABILITY			24CC17848240	04/09/10	04/09/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	<input checked="" 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 type="checkbox"/> HIRED AUTOS		\$					
	<input type="checkbox"/> NON-OWNED AUTOS		\$					
C	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		UVO (11) 53620245	04/09/10	04/09/11	EACH OCCURRENCE	\$ 4000000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 4000000
	DEDUCTIBLE							\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured:
Palm Beach County Board of County Commissioners, a Political Subdivision of the state of Florida, its Officers, Employees and Agents.

CERTIFICATE HOLDER	CANCELLATION
<div><p>PALMBMV</p><p>Palm Beach County c/o Parks & Recreation Department Admin Support Manager 2700 Sixth Avenue South Lake Worth FL 33461</p></div>	<div><p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p><p>AUTHORIZED REPRESENTATIVE</p><p><i>Michael C. Bottcher</i></p></div>

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
07/19/2010

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 The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach, FL 33483 Thomas E. Lynch		PHONE (A/C, No, Ext): 561-276-5221	COMPANY Northern Ins. Co. of New York	
FAX (A/C, No): 561-276-5244	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: BOCAR00				
INSURED Boca Raton Museum of Art, Inc. Ms. Roberta Stewart 501 Plaza Real Boca Raton, FL 33432			LOAN NUMBER	POLICY NUMBER PPS002286062
EFFECTIVE DATE 04/09/10		EXPIRATION DATE 04/09/11		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION 501 Plaza Real Boca Raton, FL 33432	Museum
--	--------

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
Building; Northern Ins./Special/ RCV/90% Coins 501 Plaza Real- (MUSEUM) - XWMD BI/EE- Special- XWMD ORD/LAW A ORD/LAW B&C	8,849,000 250,000 8,849,000 500,000	5,000.00
Building; Northern Ins./Special/ RCV/90% Coins 801 Palmetto Park- (ART SCHOOL)- XWMD Contents; BI/EE- Special- XWMD	1,447,000 112,600 250,000	5,000.00 5,000.00
Wind; Citizens- #1452416 (501 Plaza Real) Contents Wind; Citizens- #1452417 (801 Palmetto Park) Contents	800,000 200,000 900,000 100,000	225,000.00 15,000.00 41,160.00 3,182.00

REMARKS (Including Special Conditions)

Flood; Travelers Insurance #601008827- 501 Plaza Real
Bldg Limit:\$500,000/\$1,000 DED
Contents Limit:\$500,000/ \$1,000 DED

Flood; Travelers Insurance #6010088279- 801 Palmetto Park
Bldg Limit:\$500,000/\$10,000 DED
Contents Limit:\$100,000/ \$10,000 DED

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE 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 & Recreation Department 2700 Sixth Avenue South Lake Worth, FL 33461	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #		
	AUTHORIZED REPRESENTATIVE <i>Michael Bottcher</i>		

EVIDENCE OF PROPERTY INSURANCE
PROPERTY SCHEDULE

DATE(MM/DD/YY)
07/19/2010

PAGE **2**

PROPERTY INFORMATION

LOCATION/DESCRIPTION
801 Palmetto Park
Boca Raton, FL 33486
Art School

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

ATTACH TO EVIDENCE OF PROPERTY APPLICATION



CERTIFICATE OF LIABILITY INSURANCE

OP ID MN

DATE (MM/DD/YYYY)
07/20/10

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(les) 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	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: BOCAR00	
The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach FL 33483 Phone:561-276-5221 Fax:561-276-5244	FAX (A/C, No):	
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Boca Raton Museum of Art, Inc. 501 Plaza Real Boca Raton FL 33432	INSURER A : Northern Ins. Co. of New York	19372
	INSURER B : General Ins. Co. of America	
	INSURER C : Ohio Casualty Insurance Co.	24074
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liab GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		X	PPS002286062	04/09/10	04/09/11	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			24CC17848240	04/09/10	04/09/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000			UJO (11) 53620245	04/09/10	04/09/11	EACH OCCURRENCE \$ 4000000 AGGREGATE \$ 4000000 \$ \$
	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 type="checkbox"/>	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured:
Boca Raton Community Redevelopment Agency, a public agency created pursuant to Part II of Chapter 163, Florida Statutes, its Officers, Employees and Agents.

CERTIFICATE HOLDER

CANCELLATION

BOCARRE Boca Raton Community Redevelopment Agency City Clerk 201 West Palmetto Park Road Boca Raton FL 33432	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
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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
07/19/2010

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 The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach, FL 33483 Thomas E. Lynch		PHONE (A/C, No, Ext): 561-276-5221		COMPANY Northern Ins. Co. of New York	
FAX (A/C, No): 561-276-5244		E-MAIL ADDRESS:			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #: BOCAR00					
INSURED Boca Raton Museum of Art, Inc. Ms. Roberta Stewart 501 Plaza Real Boca Raton, FL 33432		LOAN NUMBER		POLICY NUMBER PPS002286062	
		EFFECTIVE DATE 04/09/10		EXPIRATION DATE 04/09/11	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION 501 Plaza Real Boca Raton, FL 33432	Museum
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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
Building; Northern Ins./Special/ RCV/90% Coins 501 Plaza Real- (MUSEUM) - XWMD BI/EE- Special- XWMD ORD/LAW A ORD/LAW B&C	8,849,000 250,000 8,849,000 500,000	5,000.00
Building; Northern Ins./Special/ RCV/90% Coins 801 Palmetto Park- (ART SCHOOL)- XWMD Contents; BI/EE- Special- XWMD	1,447,000 112,600 250,000	5,000.00 5,000.00
Wind; Citizens- #1452416 (501 Plaza Real) Contents	800,000 200,000	225,000.00 15,000.00
Wind; Citizens- #1452417 (801 Palmetto Park) Contents	900,000 100,000	41,160.00 3,182.00

REMARKS (Including Special Conditions)

Flood; Travelers Insurance #601008827- 501 Plaza Real
Bldg Limit:\$500,000/\$1,000 DED
Contents Limit:\$500,000/ \$1,000 DED

Flood; Travelers Insurance #6010088279- 801 Palmetto Park
Bldg Limit:\$500,000/\$10,000 DED
Contents Limit:\$100,000/ \$10,000 DED

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE 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 Boca Raton Community Redevelopment Agency 201 W.Palmetto Park Rd. Boca Raton, FL 33432	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #		
	AUTHORIZED REPRESENTATIVE <i>Michael Butcher</i>		

EVIDENCE OF PROPERTY INSURANCE
PROPERTY SCHEDULE

DATE(MM/DD/YY)
07/19/2010

PAGE 2

PROPERTY INFORMATION

LOCATION/DESCRIPTION
801 Palmetto Park
Boca Raton, FL 33486
Art School

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

PROPERTY INFORMATION

LOCATION/DESCRIPTION

ATTACH TO EVIDENCE OF PROPERTY APPLICATION

ACORD™ CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YYYY) 07/28/2010	
PRODUCER USI INSURANCE SERVICES, LLC 555 PLEASANTVILLE RD. 3RD FLOOR, NORTH BLDG BRIARCLIFF MANOR, NY 10510			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 4636 - FL STRATEGIC OUTSOURCING, INC. PO BOX 241448 CHARLOTTE, NC 28224			INSURERS AFFORDING COVERAGE		NAIC#	
			INSURER A: HARTFORD FIRE INSURANCE CO.			
			INSURER B:			
			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	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS 32751				COMBINED SINGLE LIMIT (Ea Accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	16WBRJ79226	03/01/2010	03/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS LIMITED TO EMPLOYEES LEASED TO BOCA RATON MUSEUM OF ART, INC. BY STRATEGIC OUTSOURCING, INC. FAX: 561-391-6410						
CERTIFICATE HOLDER			CANCELLATION			
BOCA RATON MUSEUM OF ART, INC. 501 PLAZA REAL BOCA RATON, FL 33432			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 <i>Jonathan W. DeLin</i>			

IMPORTANT

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

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

DISCLAIMER

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

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1

BGEX 581 081610*1973

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

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 8/16/2010	REMAINING BALANCE
<u>Reserves - Fund 3020</u>								
3020-821-9817-9908	Res-New Projects	8,234,048	5,886,638		435,000	5,451,638	0	5,451,638
<u>Boca Raton Museum of Art Improvements</u>								
3020-581-P727-8201	Contributions-Non-Govts Agncs	0	0	435,000		435,000	0	435,000
TOTAL				435,000	435,000			

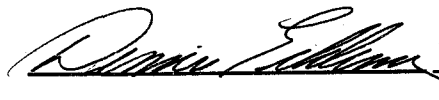
Signatures

Date

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

 8/17/10

By Board of County Commissioners
At Meeting of
September 14, 2010
Deputy Clerk to the Court