

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date: **August 15, 2006**

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

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**I. EXECUTIVE BRIEF**

**Motion and Title:** **Staff recommends motion to approve:** First Amendment to Agreement (R2004-0690) with Delray Beach Playhouse, Inc. for funding of the Children's Theater of Palm Beach County at the Delray Beach Playhouse.

**Summary:** This First Amendment to Agreement revises the scope of the Children's Theater Project to include flooring as a reimbursable cost and reduces the cost for auditorium seating in order to provide space that will be usable for choreography. The scope change and cost estimate changes are necessary to continue with the reimbursement for this project. This project received an \$850,000 allocation from the 2002 \$50 Million Recreation and Cultural Facilities Bond referendum.  
District 4 (PK)

**Background and Justification:** Delray Beach Playhouse, Inc. is a not-for-profit agency that leases property at Lake Ida Park from Palm Beach County where it owns and operates the Delray Beach Playhouse. The County entered into an Agreement with Delray Beach Playhouse, Inc. on April 13, 2004, for an amount not-to-exceed \$850,000 for funding of construction of the Children's Theater at the Delray Beach Playhouse. Delray Beach Playhouse, Inc. has requested an amendment to change the scope of the Agreement to include flooring and to adjust the cost estimates for specific line items to reflect actual expenditures. This project is well underway, with the exterior of the new facility being 100% complete. All other terms of the Agreement remain the same.


The Amendment has been executed on behalf of Delray Beach Playhouse, Inc. and now needs to be approved by the Board of County Commissioners.

**Attachment:** First Amendment to Agreement

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Recommended by:   
Department Director

7/18/06  
Date

Approved by:   
Assistant County Administrator

7/31/06  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>-0-</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>
<b>NET FISCAL IMPACT</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_  
 Object \_\_\_\_\_ Program N/A

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

There is no fiscal impact created by this Amendment. Agreement is encumbered with document # KPO 581 061305\*1079.

C. Departmental Fiscal Review: ckopelakis

**III. REVIEW COMMENTS**

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

Jim Dink 7-27-06  
 OFMB  
 mg 7-24-06  
 7-21-06

John F. White 7/28/06  
 Contract Development and Control

**B. Legal Sufficiency:**

Paul F. [Signature] 7/31/06  
 Assistant County Attorney

This amendment complies with our review requirements.

**C. Other Department Review:**

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

REVISED 10/95  
 ADM FORM 01

This summary is not to be used as a basis for payment

**FIRST AMENDMENT TO AGREEMENT BETWEEN PALM BEACH COUNTY  
AND DELRAY BEACH PLAYHOUSE, INC. FOR FUNDING OF THE  
CHILDREN'S THEATER OF PALM BEACH COUNTY AT THE DELRAY BEACH  
PLAYHOUSE**

**THIS AMENDMENT** is entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Delray Beach Playhouse, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AGENCY".

**WITNESSETH:**

**WHEREAS**, on April 13, 2004, COUNTY entered into an Agreement with AGENCY (R-2004-0690) to provide funding in an amount not-to-exceed \$850,000 for construction of the Children's Theater of Palm Beach County at the Delray Beach Playhouse to be completed on or before April 12, 2007; and

**WHEREAS**, AGENCY has requested that COUNTY revise the scope of the Children's Theater Project (Project) to include flooring as a reimbursable cost and to lower the cost for auditorium seating in order to provide space that will be usable for choreography; and

**WHEREAS**, Agency has provided a revised Exhibit "A" to the Agreement to reflect a change in the Cost Estimate to include flooring and adjust line item amounts, which total \$850,000 as initially approved; and

**WHEREAS**, COUNTY desires to allow the revised scope and cost estimate changes as reflected in the revised Exhibit "A"; and

**WHEREAS**, both parties desire to amend the Agreement.

**NOW THEREFORE**, the parties hereby agree as follows:

1. The attached revised Cost Estimate for Exhibit "A" provides a change in the project elements and adjusted line item amounts and shall replace the original Exhibit "A" Cost Estimate.
2. Except as provided herein, each and every other term of the Agreement shall remain in full force and effect and the Agreement is reaffirmed as modified herein.

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

**ATTEST:**

**SHARON R. BOCK, Clerk & Comptroller**

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

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

By: \_\_\_\_\_  
Tony Masilotti, Chairman

**WITNESSES**

**DELRAY BEACH PLAYHOUSE, INC.**  
FEI # 59-0991183

*[Handwritten Signature]*  
\_\_\_\_\_  
*[Handwritten Signature]*  
\_\_\_\_\_

By: GEORGE M. ALLERTON  
Name (Type or Print)  
Title PRESIDENT  
Signature *[Handwritten Signature]*

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Agency Attorney

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

**APPROVED AS TO TERMS AND CONDITIONS**

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

## **Attachment A**

### **Original Cost Estimate (as per contract)**

Bricks and Mortar	\$820,000
Lighting & Audio System	\$50,000
Seating	\$30,000
Architect & Permits	\$30,000
Total	\$930,000
County Share	\$850,000
DBP Share	\$80,000

### **Original Cost Estimate (As amended by PBC Finance)**

Bricks and Mortar	\$830,000
Lighting & Audio System	\$50,000
Seating	\$30,000
Architect & Permits	\$125,000
Total	\$1,035,000
County Share	\$850,000
DBP Share	\$185,000

### **Requested Change**

Bricks and Mortar (Phase I)	\$830,000
Lighting & Audio System	\$50,000
Seating	\$2,500
Flooring	\$27,500
Architect & Permits	\$125,000
Total	\$1,035,000
County Share	\$850,000
DBP Share	\$185,000

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 06/22/06
<b>PRODUCER</b> Harvey L. Brown Agency Inc. 64 NE 5th Avenue Delray Beach FL 33483 561-276-0369 / Fax 561-278-9946	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.	
<b>INSURED</b> Delray Beach Playhouse, Inc 950 NW 9th St Delray Beach, FL 33444	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: The Phoenix Ins Co INSURER B: Zenith Ins Co INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
ITEM	ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	I660860X8685PHX06	6/12/06	6/12/07	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	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY    PRO-JECT    LOC
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	I660860X8685PHX06	6/12/06	6/12/07	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR    CLAIMS MADE	ISMCP4114W822IND06	6/12/06	6/12/07	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000	DEDUCTIBLE \$ RETENTION \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER-MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Z83608913	1/1/06	1/1/07	WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
		OTHER					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Additional insured: Palm Beach County Board of County Commissioners Dept of Parks and (general liability) Recreation, 2700 6th Avenue South, Lake Worth, FL 33461							

<b>CERTIFICATE HOLDER</b> Palm Beach County Board of County Commissioners Dept of Parks and Recreation 2700 6th Avenue South Lake Worth, FL 33461	<b>CANCELLATION*10 day notice for nonpayment</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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