

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	<u>January 30, 2024</u>	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	<u>County Attorney</u>		
Department:	<u>Parks and Recreation Department</u>		

I. EXECUTIVE BRIEF


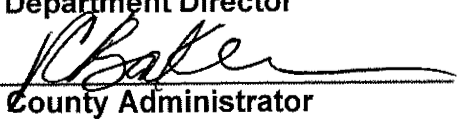
Motion and Title: Staff recommends motion to approve:

- A) Termination Agreement with the City of West Palm Beach ("City") and Palm Beach Photographic Centre, Inc ("Photographic Centre"), effective upon the City reimbursing the County \$250,000 in grant funding by April 30, 2024.

Summary: On December 16, 2008, (R2008-2354) the County, City and Photographic Centre entered into an agreement for funding of the construction and design of the Palm Beach Photographic Centre ("Agreement"). The Agreement provided that \$500,000 be provided from the County's \$50 Million 2003 Recreation and Cultural Facilities Bond and \$500,000 be provided by the Photographic Centre. The Agreement required the Photographic Centre operate and maintain the Photographic Centre for its intended use by the general public for a term of thirty (30) years from the execution of the Agreement. A disagreement arose between the City and the Photographic Centre, whereby the City sought declaratory relief in connection with and rescission of the Lease where the Photographic Centre is located. During mediation the City and Photographic Centre entered into a Settlement Agreement on March 15, 2023. The Settlement Agreement required as a condition thereof, the County agree not to seek reimbursement of the \$500,000 grant. The Photographic Centre has operated and maintained the Photographic Centre for use by the general public for 15 years, which is 50% of the Agreement's thirty (30) year requirement, so staff is recommending the City repay the County \$250,000 which is 50% of the grant funding. Staff recommends the Board of County Commissioners approve the Termination Agreement, which requires the City repay \$250,000 of the grant funding to the County by April 30, 2024. District 2 (AH)

Background and Policy Issues: The Photographic Centre entered into a 30 year lease with the City for 20,210 feet in the West Palm Beach City Center. The estimated cost for the interior buildout and other miscellaneous expenses was \$1,000,000, with \$500,000 provided by the Photographic Centre and \$500,000 provided by the County from the County's \$50 Million 2002 Recreation and Cultural Facilities Bond, which was approved by the Board of County Commissioners on December 16, 2008. The Agreement required the Photographic Centre operate and maintain the Photographic Centre for its intended use by the general public for a term of 30 years from the execution of the Agreement. On June 7, 2022, the City filed an action in the Circuit Court against the Photographic Center seeking declaratory relief in connection with and recession of the Lease where the Photographic Centre was located. On March 9, 2023 and concluding on March 15, 2023, the City and Photographic Centre engaged in mediation and entered into a Settlement Agreement. The Settlement Agreement required the County not to seek reimbursement of the \$500,000. The Termination Agreement releases all parties from further obligations under the Agreement upon the repayment by the City of \$250,000 by April 30, 2024. Staff recommends the Board of County Commissioners approve the Termination Agreement.

- Attachments:**
- 1) Termination Agreement
 - 2) Agreement

Recommended by:	 County Attorney	<u>1.8.24</u> Date
Recommended by:	<u>N/A</u> Department Director	_____ Date
Approved by:	 County Administrator	<u>1/23/24</u> Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$250,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$250,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<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	<u>X</u>
Does this item include use of federal funds?		Yes	_____	No	<u>X</u>
Does this item include use of State Funds?		Yes	_____	No	<u>X</u>

Budget Account No.:

Fund: 3019 Dept 581 Unit P563 Rev Source 6943
 Fund: 3019 Dept 581 Unit P922 Object 6504

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

Budget Amendment of \$250,000 within the \$25 Million 2003 GO Recreational and Cultural Facilities Bond to establish budget in the Peanut Island Park Improvements project.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Lisa Mante 1/9/2024
 OFMB OB 1/9/23 OAVIA

Nancy M. Amiri 1/11/24
 Contract Development and Control

B. Legal Sufficiency:

Dee Bar for A Helfant 1/8/2024
 Assistant County Attorney

C. Other Department Review:

Jennifer E. Cicillo
 Department Director

REVISED 10/95
 ADM FORM 01

**TERMINATION AGREEMENT
BETWEEN PALM BEACH COUNTY, THE CITY OF WEST PALM BEACH, AND PALM
BEACH PHOTOGRAPHIC CENTRE, INC.
FOR FUNDING OF THE PALM BEACH PHOTOGRAPHIC CENTRE AT THE
WEST PALM BEACH CITY CENTER**

This Termination Agreement is made as of this 30th day of January, 2024, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as "COUNTY", the City of West Palm Beach, a Florida Municipal Corporation, hereinafter referred to as "MUNICIPALITY" and Palm Beach Photographic Centre, Inc., a Florida not for profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AGENCY".

In consideration of the mutual promises contained herein, the COUNTY, AGENCY, and the MUNICIPALITY agree as follows:

WHEREAS, by Lease dated July 14, 2008 (the "Lease"), MUNICIPALITY leased certain premises to AGENCY to be improved and used as the Palm Beach Photographic Centre; and

WHEREAS, the parties entered into the Agreement for funding of the Palm Beach Photographic Centre at the West Palm Beach City Center on December 16, 2008 (R2008-2354)(the "Agreement"); and

WHEREAS, the Agreement provided \$500,000 (the "Grant Funding") from the COUNTY's \$50 Million 2002 Recreation and Cultural Facilities Bond to the AGENCY; and

WHEREAS, the Agreement required the AGENCY to utilize the COUNTY'S funding for the design and construction the Palm Beach Photographic Centre and to operate and maintain the Photographic Centre for its intended use by the general public for a term of thirty (30) years from the execution of the Agreement; and

WHEREAS, on June 7, 2022, MUNICIPALITY filed an action in the Circuit Court of the Fifteenth Judicial Circuit, Case No. 5022CA005408XXXMB against AGENCY (the "Action") in which it seeks declaratory relief in connection with and rescission of the Lease where the Photographic Centre is located; and

WHEREAS, on March 9, 2023 concluding on March 15, 2023, the AGENCY and MUNICIPALITY voluntarily engaged in mediation and entered into a Settlement Agreement to resolve and settle all claims raised in the Action; and

WHEREAS, paragraph 5 of the Settlement Agreement states in part, "[t]his Agreement is also contingent upon Palm Beach County agreeing not to seek the return, due to the Parties' mutual agreement to terminate the Lease, of any or all of the Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in funding that Palm Beach County provided to Photo Centre pursuant to the County Funding Agreement."; and

WHEREAS, the COUNTY has agreed to terminate the Agreement upon the MUNICIPALITY repaying the COUNTY \$250,000 of the Grant Funding by April 30, 2024.

NOW THEREFORE, the COUNTY, MUNICIPALITY and AGENCY mutually agree that the Agreement is hereby terminated upon the following conditions:

- I. The foregoing recitals are true and correct and incorporated herein by reference and made a part of this Termination Agreement.
- II. MUNICIPALITY shall reimburse COUNTY \$250,000 by April 30, 2024.
- III. Upon payment to COUNTY by MUNICIPALITY of \$250,000, the Agreement shall automatically terminate, the COUNTY shall have no further claim against MUNICIPALITY or AGENCY for the reimbursement of the Grant Funding or other operational and use requirements related to the Grant Funding, and the COUNTY, AGENCY and MUNICIPALITY shall have no further obligations or requirements under the Agreement, except for any and all claims, suits, actions, damages and/or causes of action which arose prior to the termination date. Such matters shall survive this termination.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties have caused this Termination Agreement to be executed on the day and year first written above.

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO TERMS AND
AND CONDITIONS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *Joseph DiCicco*
Director - Parks and Recreation

By: *Anne Delgado*
Senior Assistant County Attorney

ATTEST:
CITY CLERK

CITY OF WEST PALM BEACH

By: *Shariqat Elum*
City Clerk

By: *Keith A. James*
Keith A. James, Mayor

City Attorney's Office
Approved as to form and legality
By: *Kimberly L. Rothberg*

Date: 01/23, 2024

WITNESSES:

PALM BEACH PHOTOGRAPHIC CENTRE, INC.

DocuSigned by:
FATIMA NEGAME
By: _____
4FE728030FE849D...

President
Title: _____

Certificate Of Completion

Envelope Id: 18DE8F0BE147450FB9F3A16E3EE98118
Subject: Please DocuSign: Photographic.center.termination.agreement.final
Source Envelope:
Document Pages: 3
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Terry Psarras
tpsarras@carltonfields.com
IP Address: 8.21.129.12

Record Tracking

Status: Original
1/8/2024 5:42:12 AM

Holder: Terry Psarras
tpsarras@carltonfields.com

Location: DocuSign

Signer Events

FATIMA NEJAME
fatima@fotofusion.org
President
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
FATIMA NEJAME
4FE728030EE848D...

Timestamp

Sent: 1/8/2024 5:43:56 AM
Viewed: 1/8/2024 5:50:16 AM
Signed: 1/8/2024 5:54:17 AM

Signature Adoption: Pre-selected Style
Using IP Address: 107.115.227.98
Signed using mobile

Electronic Record and Signature Disclosure:
Accepted: 1/8/2024 5:50:16 AM
ID: a016a24d-d96d-4dea-b7a1-ddf8e9808dc0

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Alan Rosenthal
arosenthal@carltonfields.com
Security Level: Email, Account Authentication
(None)

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Sent: 1/8/2024 5:43:56 AM
Viewed: 1/8/2024 5:54:07 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carmen Guzman
cguzman@carltonfields.com
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 1/8/2024 5:43:57 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Natalie Carlos
ncarlos@carltonfields.com
Security Level: Email, Account Authentication
(None)

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Sent: 1/8/2024 5:43:57 AM

Electronic Record and Signature Disclosure:
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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/8/2024 5:43:57 AM

Certified Delivered

Security Checked

1/8/2024 5:50:16 AM

Signing Complete

Security Checked

1/8/2024 5:54:17 AM

Completed

Security Checked

1/8/2024 5:54:17 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carlton Fields, P.A. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carlton Fields, P.A.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tpsarras@carltonfields.com

To advise Carlton Fields, P.A. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tpsarras@carltonfields.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carlton Fields, P.A.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tpsarras@carltonfields.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carlton Fields, P.A.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tpsarras@carltonfields.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carlton Fields, P.A. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carlton Fields, P.A. during the course of your relationship with Carlton Fields, P.A..

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R2008 2354

AGREEMENT BETWEEN PALM BEACH COUNTY, THE CITY OF WEST PALM BEACH, AND PALM BEACH PHOTOGRAPHIC CENTRE, INC. FOR FUNDING OF THE PALM BEACH PHOTOGRAPHIC CENTRE AT THE WEST PALM BEACH CITY CENTER

THIS AGREEMENT is made and entered into on DEC 16 2008, 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 Palm Beach Photographic Centre, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AGENCY".

WITNESSETH:

WHEREAS, AGENCY leases from MUNICIPALITY property which is located within the West Palm Beach City Center at 415 Clematis Street in West Palm Beach; and

WHEREAS, AGENCY desires to design and construct the Palm Beach Photographic Centre, 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 for the \$50 Million Recreation and Cultural Facilities Bond, as amended; and

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

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

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

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

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[1] 2008 MAR 10 PM 2:44
SHARON R. BOCK, CLERK
BOARD OF COMMISSIONERS
FINANCE - RECEIVED

R2008 2354

WHEREAS, MUNICIPALITY is a nominal party to this Agreement and is a signatory solely for the purpose of permitting AGENCY to use COUNTY funding for the Project on premises owned by MUNICIPALITY and not for the purpose of assuming any obligations hereunder.

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

ARTICLE 1: GENERAL

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

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

Section 1.03 COUNTY will pay to AGENCY a total amount not to exceed \$500,000 for the construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A".

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

Section 1.04 AGENCY agrees to provide funding (as defined to include third party grants, donations, and loans) in an amount of \$500,000 or greater to complete the Project. The parties agree that COUNTY shall provide its portion of the funding only after AGENCY has expended (as defined to include third party grants, donations, and loans) \$500,000.

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 Fatima Nejame, President, Palm Beach Photographic Centre, Inc., at telephone no. 561-276-9797.

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

Section 1.07 AGENCY shall utilize its procurement process for all design and construction services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY 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 harmless for same to the extent permitted by law.

ARTICLE 2: DESIGN AND CONSTRUCTION

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

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

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

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

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

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

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

3785

R2008 2354

completion, and other information as deemed appropriate by COUNTY's Representative.

ARTICLE 3: FUNDING

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to AGENCY on a reimbursable basis. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of AGENCY. Should the total cost of the Project exceed the amount as projected by AGENCY, AGENCY shall obtain and expend the excess funds required for completion of the Project. COUNTY shall not dispense any funds to AGENCY for the Project until AGENCY has obtained and expended said excess funds for the Project.

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

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

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

Section 3.05 COUNTY agrees to reimburse AGENCY an amount not to exceed \$0 for those approved pre-agreement costs accruing to the Project subsequent to November 5, 2002.

Section 3.06 For construction projects fully funded by COUNTY, no more than 10% of

3786

R2008 2354

COUNTY's funding for the project shall be used for design and engineering costs for the project and be eligible for reimbursement under this Agreement. For construction projects not fully funded by COUNTY, all design and engineering costs associated with the project shall be borne by AGENCY, and will not be eligible for reimbursement from COUNTY.

Section 3.07 COUNTY shall reimburse project costs only after AGENCY has expended its share of project funding in its entirety. AGENCY shall provide COUNTY with a certification, in a form acceptable to COUNTY, from AGENCY's President, CEO, Chairman of the Board, Chief Financial Officer, or independent auditor that AGENCY has complied with this Project funding provision. COUNTY will be entitled to rely on that certification in reimbursing Project costs to AGENCY under this Agreement.

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

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

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

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

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

Section 4.05 It is the intent of COUNTY to issue this funding assistance to AGENCY for the purpose set forth hereinabove. In the event AGENCY transfers ownership of the Project to a party or parties not now a part of this Agreement, other than another governmental entity that agrees to assume, in writing, AGENCY's obligations hereunder, COUNTY retains the right to reimbursement from AGENCY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should AGENCY transfer management of the project to a party or parties not now a part of this Agreement, AGENCY shall continue to be responsible for the liabilities and obligations as set forth herein. Further, AGENCY 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 warrants 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 shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

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

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

ARTICLE 6: ACCESS AND AUDITS

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

ARTICLE 7: NOTICES

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

As to COUNTY:

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

With a Copy to:

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

As to MUNICIPALITY:

City Administrator
City of West Palm Beach
Post Office Box 3366
West Palm Beach, FL 33402

With a Copy to:

City Attorney
Post Office Box 3366
West Palm Beach, FL 33402

As to AGENCY:

Before May 1, 2009
Executive Director
Palm Beach Photographic Centre, Inc.
55 N.E. 2nd Avenue
Delray Beach, FL 33444

After May 1, 2009
Executive Director
Palm Beach Photographic Centre, Inc.
415 Clematis Street
West Palm Beach, FL 33401

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

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

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

ARTICLE 9: REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each

3789

R2008 2354

and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 10: INDEMNIFICATION

It is understood and agreed that AGENCY is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees AGENCY shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of AGENCY, its agents, servants and/or employees in the performance of this Agreement.

ARTICLE 11: INSURANCE

- A. AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY's review of acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the contract.
- B. Commercial General Liability. AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY's Risk Management Department. AGENCY shall provide this coverage on a primary basis.
- C. Worker's Compensation Insurance & Employers Liability. AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
- D. Additional Insured. AGENCY shall endorse COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.

3790

R2008 2354

- E. **Builder's Risk and Property Insurance.** AGENCY agrees to maintain property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on AGENCY's replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. AGENCY shall agree to be fully responsible for any deductible or self-insured retention.
- F. **Umbrella or Excess Liability.** If necessary, AGENCY may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- G. **Waiver of Subrogation.** AGENCY hereby waives any and all rights of Subrogation against COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance.** Prior to execution of this Agreement by COUNTY, AGENCY shall deliver to COUNTY a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.
- I. **Right to Review.** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
- J. AGENCY shall require each Contractor engaged by AGENCY for work associated with this Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability Insurance at not less than \$1,000,000 Each Occurrence. COUNTY shall be named in the coverage as an additional insured.
3. Business Auto Insurance with limits of not less than \$1,000,000 each accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.

ARTICLE 12: PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133 (3)(a), Florida Statutes.

ARTICLE 13: CAPTIONS

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

ARTICLE 14: SEVERABILITY

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

ARTICLE 15: ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between COUNTY, MUNICIPALITY, and AGENCY, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Agreement. None of the provisions, terms and conditions

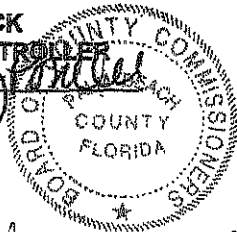
3792

R2008 2354

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

R 2008 2354 DEC 16 2008
PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER
By: [Signature]
Deputy Clerk



By: [Signature]
Commissioner John F. Koons, Chairman

ATTEST:
CITY CLERK

CITY OF WEST PALM BEACH

By: [Signature]
Deputy City Clerk

By: [Signature]
Mayor

WITNESSES:

PALM BEACH PHOTOGRAPHIC CENTRE,
INC.

Tax I.D. # 592801420

[Signature]
Jeannette Rappina
Jeannette Rappina
[Signature]
Mary E. James
Mary E. James

By: FATIMA McJANE
Name (Type or Print)

Title: EXECUTIVE DIRECTOR

By: [Signature]
Signature

APPROVED AS TO TERMS AND
CONDITIONS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

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

By: _____
Agency Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

By: [Signature]
Municipality Attorney
12-31-08

LIST OF EXHIBITS

- EXHIBIT A Project Description, Conceptual Site Plan, and Cost Estimate

- EXHIBIT B Legal Description of Property

- EXHIBIT C Contract Payment Request Form (Page 1 of 2) and Contractual Services Purchase Schedule Form) (Page 2 of 2)

3795

EXHIBIT A

PROJECT DESCRIPTION, COST ESTIMATE, AND CONCEPTUAL SITE PLAN

3796

Palm Beach Photographic Centre

Mission Statement

The Palm Beach Photographic Centre is a non-profit visual arts organization dedicated to the enrichment of life through exhibitions, community programs, workshops & other educational activities that promote the arts of photography & digital imaging.

Executive Director

Fatima NeJame

Managing Director

Art NeJame

Board of Directors

Christopher J. Brown
Raymond Buza
Harrison Funk
Joan Goldberg
Harriet Himmel
Jay Koenigsberg
Sam Leder
Janice McVay
Elaine Morris
Fatima NeJame
Carol Roberts
Gary Schweikert
Vincent Versace

Master Programs

FOTOfusion®
FOTOtravel Workshops
Photography Workshops
Digital Imaging Workshops

Community Programs

FOTObasics
FOTOcamp for Kids
FOTOumTours
FOTOinsights
Picture My World

Museum

Websites

www.fotofusion.org
www.workshop.org

E-mail

cs@workshop.org

The Palm Beach Photographic Centre is the only photographic arts center of its kind in America, attracting internationally acclaimed photographers, digital imaging artists and industry professionals. The Centre's programs have also proven to be a significant attraction for tourists and a valuable continuing education resource for the local community. Since its inception, over 55,000 artists have been served by the Centre and its FOTOfusion® festival, making it one of the nation's most recognized education centers for photography and digital imaging. The Columbia Journalism Review named the Centre and FOTOfusion among the 28 most important photography educational resources in the world!

By integrating program content across artistic development, technical capabilities and business practices, the Palm Beach Photographic Centre has established itself as a leading resource for the photographic community.

The new facility, with enlarged studio and digital lab space along with enhanced Digital Imaging Master Workshops, will continue to offer the concepts and technology essential for anyone working with the photographic arts today. The enlarged Photography Master Workshop program will continue to offer professional expertise in a highly charged learning environment ... where creative exploration and technological expertise are given equal weight ... and in classes personalized to meet individual needs.

The Photographic Centre has entered into a 30 year lease with the City of West Palm Beach for space at the new City Center in downtown West Palm Beach. City Center will house the City Hall, the Library and the Photographic Centre. The Photographic Centre will have exclusive use and be responsible for the interior buildout of approx. 8300 sq. ft. in the first floor and 11,910 sq. ft. in the second floor. The City of West Palm Beach will provide the shell, including the electric and HVAC. An additional 6,000 sq. ft. are considered shared space and will be completely finished out by the city of West Palm Beach.

The following will describe each of our projected spaces and their uses:

1st Floor: The Proshop and the museum will occupy the first floor. The ProShop will consist of approximately 2900 square feet along Clematis. This will include the retail shop, a customer print center and a photography gallery.

The Museum will have approximately 4,000 square feet of exhibition area and an additional 1400 square feet will consist of bathrooms, storage and shipping and receiving areas for the retail shop and Museum.

55 Northeast Second Avenue
Delray Beach, FL 33444
581.276.9797 fax 581.276.1932
www.fotofusion.org www.workshop.org
e-mail: cs@workshop.org

Palm Beach Photographic Centre

<i>Description</i>	<i>Square Footage (approx.)</i>
Museum	4000
ProShop	2900
Bathrooms, storage, shipping and receiving area	1400

2nd floor: The 11,910 square feet on the second floor will be broken up into two distinct parts, Administrative and School. The school will be allocated approximately 8,770 square feet and the remaining 3,140 square feet will be divided into office, storage and other necessary miscellaneous functions!

The offices, administration, and storage areas of the Centre will house the following:

<i>Description</i>	<i>Square Footage (approx.)</i>
Open Office Area	612
Show Prep & Framing Area	576
Executive Director	249
Pro Shop Director	242
Development Director	150
FotoFusion Director	149
Storage	912
Hallways	250

The Area for the School, approximately 8,770 Sq Ft., will be divided into the following:

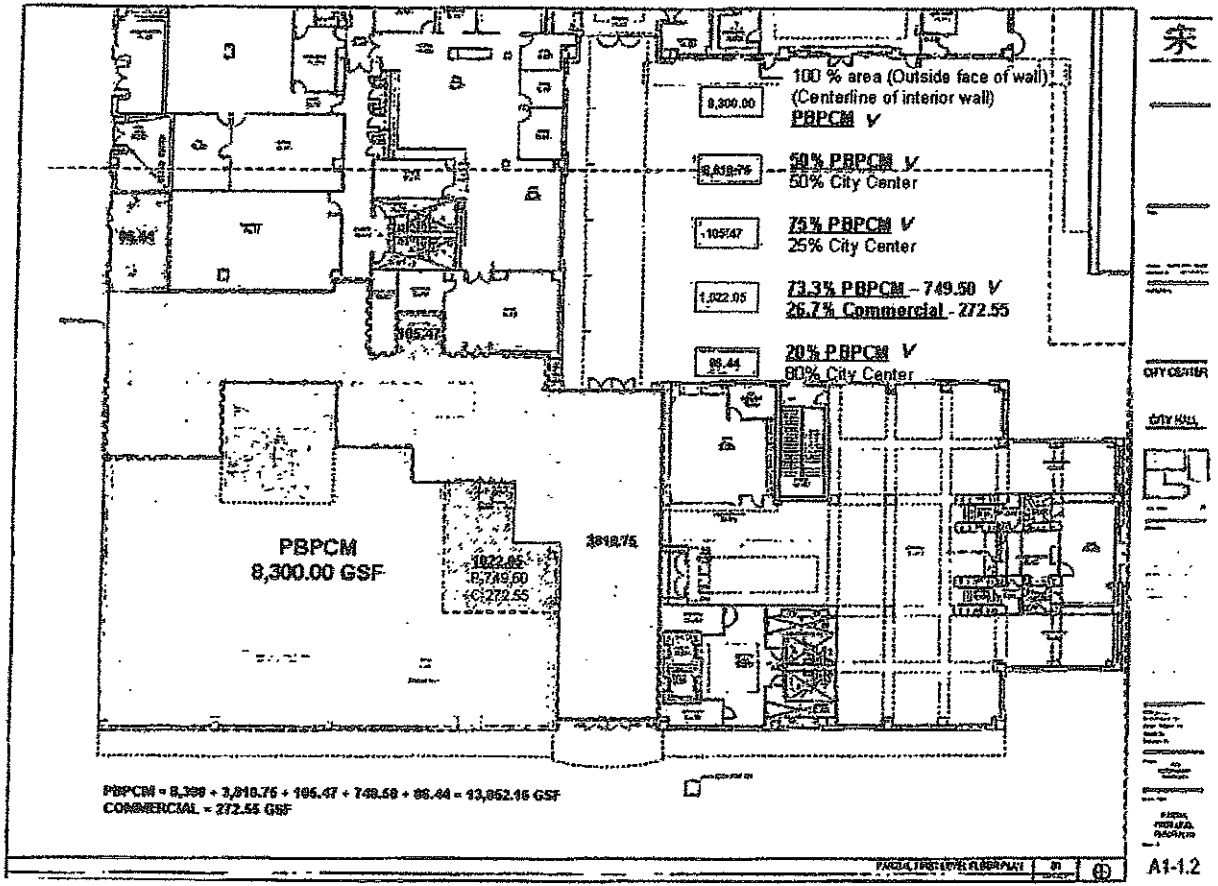
<i>Description</i>	<i>Square Footage (approx.)</i>
Classroom 1	453
Computer Lab 1	688
Computer Lab 2	666
Computer Lab 3	688
Computer Lab 4	812
Computer Storage	160
Conference Room & Library	387
Studio Dressing Room	98
Entry Hall	183
Furniture Storage	190
Lounge	454
Office/reception Area	388
Print & Graphics Lab	170
Studio	1709
Studio Storage	241
Hallways	1482

The estimated cost for our interior buildout and other miscellaneous expenses is \$1,000,000.

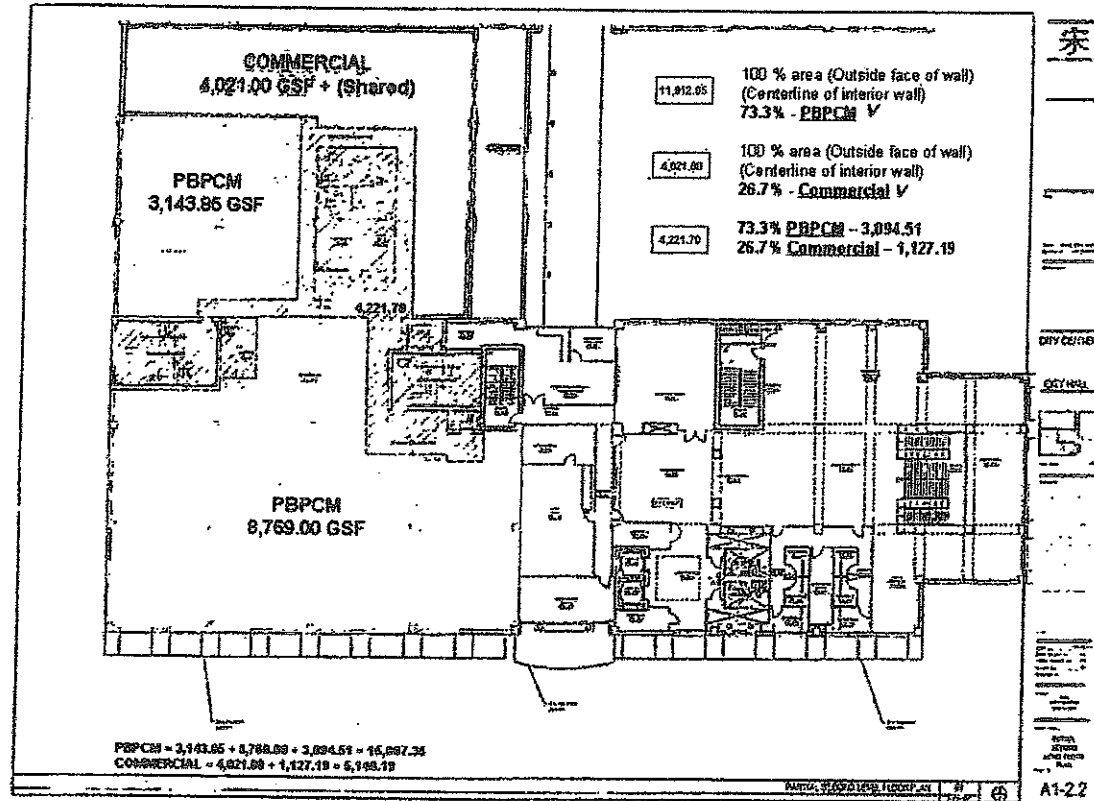
55 Northeast Second Avenue
Delray Beach, FL 33444
561.276.9797 fax 561.276.1932
www.fotofusion.org www.workshop.org
e-mail: cs@workshop.org

3798

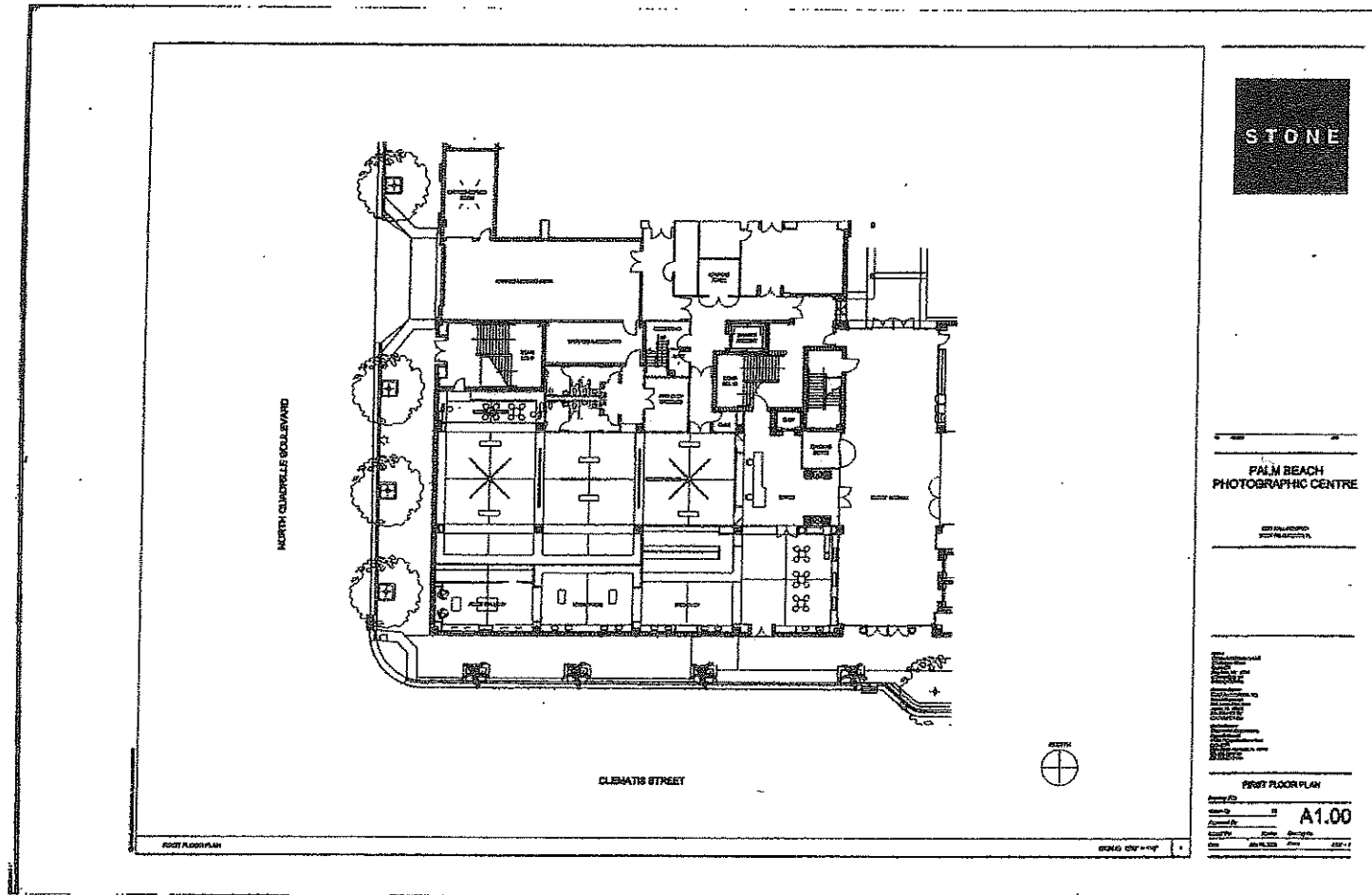
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**PALM BEACH
PHOTOGRAPHIC CENTRE**

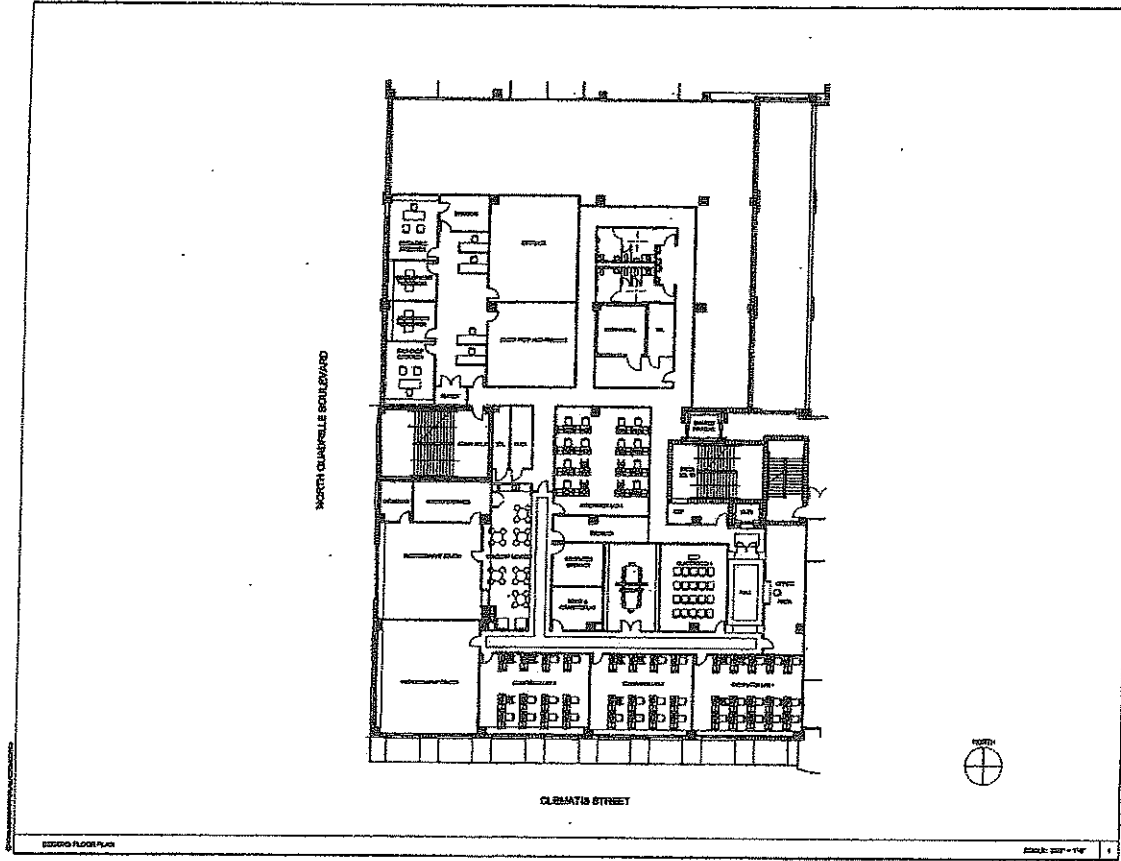
GENERAL CONTRACTOR

- OWNER
- ARCHITECT
- ENGINEER
- INTERIOR DESIGNER
- LANDSCAPE ARCHITECT
- MECHANICAL ENGINEER
- ELECTRICAL ENGINEER
- PLUMBING ENGINEER
- STRUCTURAL ENGINEER
- TRUCKING
- CONCRETE
- IRONWORK
- PAINTING
- GLASS
- MECHANICAL
- ELECTRICAL
- PLUMBING
- STRUCTURAL
- TRUCKING
- CONCRETE
- IRONWORK
- PAINTING
- GLASS
- MECHANICAL
- ELECTRICAL
- PLUMBING
- STRUCTURAL

FIRST FLOOR PLAN

Scale	A1.00
Sheet No.	
Project No.	
Date	

3802



**PALM BEACH
PHOTOGRAPHIC CENTRE**

STRONG POINT
6333 PALM BEACH BL.

ALTERNATE PLAN BEVEN

- Architect
- Engineer
- Interior Designer
- Structural Engineer
- MEPE Engineer
- Contractor
- Client
- City/County
- State
- Year
- Scale
- Sheet No.
- Total Sheets

SECOND FLOOR PLAN

Sheet No. **A1.01**
Scale: 1/8" = 1'-0"

EXHIBIT B

DESCRIPTION OF PROPERTY

3803

DESCRIPTION OF PROPERTY

PALM BEACH PHOTOGRAPHIC CENTRE AT CITY CENTER IN WEST PALM BEACH

The leased property within the West Palm Beach City Center, more specifically described as being bounded by Quadrille Avenue, Clematis Street, Dixie Highway and Banyan Boulevard in West Palm Beach.

3804



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 _____

3807



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

ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID IS PALMB-1	DATE REVISED 08/26/08
BRUCEDEN Bruce Gendelman Insurance Svcs 340 Royal Poinciana Way #205 Palm Beach FL 33480 Phone: 800-845-4145 Fax: 262-478-1901		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 Palm Beach Photographic Centre Inc 55 NE 2nd Avenue Delray Beach FL 33444		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A	
		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 INSTRUMENT WHICH MAY BE SUBJECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, ONLY THE COVERAGE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. APPROPRIATE LIMITS MAY HAVE BEEN PRELIMINARILY SET.

TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASSIC LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> ADJ	CL621515131	07/08/08	07/08/09	BODILY INJURY AND PROPERTY DAMAGE TO PARTIES OTHER THAN INSURED \$ 3,000,000 ADVERTISING OR PROMOTIONAL \$ 50,000 PRODUCTS - THIS COVERAGE \$ 5,000 PERSONAL & HOME INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - AGGREGATE \$ 1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SPREADER AUTOS <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMMERCIAL OWNERS LIABILITY \$ 500,000 BODILY INJURY \$ 500,000 PROPERTY DAMAGE \$ 500,000 AUTO ON V. AN ACCIDENT \$ 500,000
CARTRIDGE LIABILITY <input type="checkbox"/> ALL AUTO				OTHER THAN AUTOMOBILE \$ 500,000
RYCEM/COMMERCIAL LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLASSIC LIAB <input type="checkbox"/> RENTALS <input type="checkbox"/> SCHEDULED				BODILY INJURY AND PROPERTY DAMAGE \$ 500,000 AGGREGATE \$ 500,000
NONPROFIT ORGANIZATION AND EMPLOYERS LIABILITY ANY EMPLOYERS OR OTHERS RESULTING FROM OPERATIONS ARE EXCLUDED. IF THE INSURED HAS SPECIAL PROVISIONS AND OTHERS				B.L. EMPLOYERS \$ 500,000 B.L. EMPLOYERS - EA EMPLOYEE \$ 500,000 B.L. EMPLOYERS - POLICY LIST \$ 500,000

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EQUIPMENT AND BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: 51-55 NE 2nd Avenue, Delray Beach, FL 33444
 Certificate holder is named as additional insured as respects to General Liability.

CERTIFICATE HOLDER

Palm Beach County c/o Palm Bch County Park - Rec Dept
 Attn: Ada Support Mngr
 2700 6th Avenue South
 Lake Worth FL 33461

CANCELLATION

IF YOU CANCEL ANY OF THE ABOVE LISTED POLICIES OR DISCONTINUE BEFORE THE EXPIRATION DATE THEREOF, THE DRIVING RECORD WILL INDICATE TO BAIL
 NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON LIABILITY OF ANY VEHICLES UNDER THE POLICIES, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Bruce Gendelman

3809

63 (Policy Provisions: WC 00 00 00 A)
50
RU INFORMATION PAGE
WEC WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: TWIN CITY FIRE INSURANCE COMPANY
HARTFORD PLAZA, HARTFORD, CONNECTICUT 06115

NCCI Company Number: 14974
Company Code: 7



08092
*3500121RU50630101



POLICY NUMBER: 21 WEC RU5063
Previous Policy Number: 21 WEC RU5063
HOUSING CODE: DV

Suffix
LARS RENEWAL
01

1. Named Insured and Mailing Address: PALM BEACH PHOTOGRAPHERS
(No., Street, Town, State, Zip Code)

(SEE ENDT)

FEIN Number: 592801420
55 NE 2ND AVE.
DELRAY BEACH, FL 33444

State Identification Number(s):
JIN:

The Named Insured is: CORPORATION
Business of Named Insured: SCHOOL - COMMERCIAL NOC NOT FO
Other workplaces not shown above: 1255 NE 2ND AVE.
DELRAY BEACH FL 33444

2. Policy Period: From 03/31/08 To 03/31/09
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: ADVANCED INS UNDERWRITERS LLC/PHS

PO BOX 29511
CHARLOTTE, NC 28229
Producer's Code: 228941

Issuing Office: THE HARTFORD
8711 UNIVERSITY EAST DRIVE
CHARLOTTE NC 28213
(866) 467-8730

Total Estimated Annual Premium: \$3,865
Deposit Premium:
Policy Minimum Premium: \$363 FL (INCLUDES INCREASED LIMIT MIN. PREM.)

Audit Period: ANNUAL
Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Margie K. Pope
Authorized Representative

02/02/08
Date

Form WC 00 00 01 A (1) Printed in U.S.A.
Process Date: 02/02/08

Page 1 (Continued on next page)
Policy Expiration Date: 03/31/09

ORIGINAL

3810

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: FL

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$500,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$500,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WV, WY, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

WC 09 04 03 1G2240 2D WC 00 04 14 WC 00 04 19 WC 09 06 06

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
4361 PHOTOGRAPHER - ALL EMPLOYEES & CLERICAL, SALESPERSONS, DRIVERS	128,400	1.51	1,939
8868 RELIGIOUS ORGANIZATION; PROFESSIONAL EMPLOYEES & CLERICAL	321,000	.48	1,541
INCREASED LIMITS PART TWO (9807) .80 PERCENT TO EQUAL INCREASED LIMITS MINIMUM PREMIUM (9848)			28
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			22
EXPENSE CONSTANT (0900)			3,530
FOREIGN TERRORISM (9740)	449,400	.030	200
TOTAL ESTIMATED ANNUAL PREMIUM			135
			3,865

Total Estimated Annual Premium: \$3,865
 Deposit Premium:
 Policy Minimum Premium: \$363 FL (INCLUDES INCREASED LIMIT MIN. PREM.)

Interstate/Intrastate Identification Number:

Labor Contractors Policy Number:

NAICS: 611699
 SIC: 8299
 UIN:
 NO. OF EMP: 000012

Form WC 00 00 01 A (1) Printed in U.S.A.
 Process Date: 02/02/08

Page 2
 Policy Expiration Date: 03/31/09

08093 *3500121RUS0630101



*The
City
of
West Palm Beach*



"The Capital City of the Palm Beaches"

City of West Palm Beach
Finance Department
Risk Management Division
1000 45th Street, Suite 7
West Palm Beach, FL 33407

May 12, 2008

Palm Beach County
Board of County Commissioners
Parks and Recreation
2700 6th Ave South
Lake Worth, FL 33461

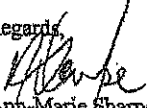
Attention: Administrative Support Manager

Re: Certificate of Insurance

Without waiving the right to sovereign immunity as provided by FL Statutes Section 768.28, this acknowledges that the City of West Palm Beach is self insured for General Liability and Automobile liability with coverage limits of \$100,000 per person and \$200,000 per occurrence. The city is also self insured for Workers Compensation and Employer's Liability insurance in accordance with FL Statutes, Chapter 440.

Additionally, the City is self insured for physical damage to rental property. The City carries an excess liability policy. Please feel free to contact me with any questions you may have.

Regards,


Ann-Marie Sharpe
Risk Manager

"An Equal Opportunity Employer"

3812