

LEASE AGREEMENT

R.F.

THIS LEASE made this 1st day of June, 2001, by and between the CITY OF DELRAY BEACH, FLORIDA, a municipal corporation, hereinafter referred to as the "Lessor" or "City", and EXPANDING AND PRESERVING OUR CULTURAL HERITAGE, INC., a Florida not for profit corporation, hereinafter referred to as "EPOCH" or "Lessee".

WITNESSETH:

1. **Demise and Description.** That, subject to the terms and conditions hereinafter set out, the Lessor hereby lets and leases unto the Lessee that land and the buildings and improvements thereon known as the "Spady House Multi-Cultural Museum Properties" or the "Premises", located in the City of Delray Beach, Florida, and which property is more particularly described on Appendix "A" attached hereto and made a part hereof.

2. **Commencement and Term.** The term of this lease shall commence June 1, 2001, and shall terminate May 31, 2031. The annual rental is one dollar (\$1.00) per year and shall be paid on the first day of each year of the lease term. The Lessee may renew this lease upon the express written consent of both parties.

R.F.

3. **Covenants of Lessee.** The Lessees hereby covenants and agrees:

a. **To Pay Rent.** That it will pay the rent at the time and in the manner set out above, except only in the case of fire or other casualty as hereinafter provided.

b. **To Pay Utilities.** That it will promptly pay all gas, electric, water, sewer, Solid Waste Authority assessments, stormwater assessments and telephone charges which may

become payable during the terms of this lease for gas, electricity, water, sewer and telephone service consumed on or rendered to the leased premises.

c. **To Keep in Repair and in Good Condition.** Lessee understands that the Lessor leases the premises “as is” at the date of the commencement of this Lease. Lessee will renovate and restore the leased premises, and keep the restored premises in such or better repair as the same are from the date the restoration is completed, reasonable wear and tear accepted. Lessee shall, prior to completion of the restoration of the premises, keep the premises in such good or better repair as the same existed prior to the completion of the restoration. Lessee shall be responsible for the complete restoration of the premises including, but not limited to, the structural components, air conditioning and heating equipment, roof and exterior walls and exterior lighting. It is also explicitly agreed that the duty of the Lessees shall include at all times the furnishing of all necessary janitorial and cleaning services, including regular pest control service (except extraordinary measures or services such as complete tenting of the structure), and care and maintenance of the building not otherwise expressly reserved to Lessor. Lessor shall be responsible for the maintenance of the exterior walls, roof, air conditioning and heating equipment and other structural components, maintain the grounds and irrigation system and the parking lot and fences, outdoor lighting and sidewalks after the aforesaid initial renovation.

d. **Not to Injure to Deface.** That it will not injure, overload or deface, or allow to be injured, overloaded or defaced, the premises or any part thereto, at any time prior to, during or after the restoration thereof.

e. **Not to Make Unlawful Use, etc.** That it will not make, or allow to be made, any unlawful, improper or offensive use of the premises which would be injurious to any person or property, or which would violate the laws of the State of Florida or of the United

States, or any ordinance of the City of Delray Beach, or any administrative rules or regulations promulgated by the City Manager, or which would affect or endanger any insurance on said building (or increase any premium thereof which is at all borne by the Lessor), or which would violate Paragraph 10 of the Lease, or which would violate any term of the Interlocal Agreement between Palm Beach County, the City of Delray Beach and the Community Redevelopment Agency for the funding of the renovation of the Solomon D. Spady Multi-Cultural Museum dated pursuant to the Interlocal Agreement attached hereto as Appendix "C".

f. **Not to Make Alterations.** That it will not make any modifications, alterations or additions in and to the premises without the express written consent of the Lessor in advance.

g. **Not to Assign or Sublease.** That it will not assign, sublet all or part of the leased premises without the express written consent of the Lessor in writing, in advance. This paragraph shall not apply to temporary special events, or brief uses of the property by the public.

h. **To Permit Lessor to Enter.** That it will allow the Lessor, and the Lessor reserves the right at all times to enter and view the premises. Lessee shall make any repairs that are required under the lease and as directed by Lessor. If Lessee fails to make repairs in a reasonable time, Lessor reserves the right to make any repairs which it may see fit to make and collect from Lessee the value of said repairs including labor and materials.

i. **To Yield Up Premises.** That at the expiration of the term of this lease, it will peaceably yield up to the Lessor the premises and all buildings thereon, in good repair in all respects, reasonable use and wear and tear, and damage by fire and other unavailable casualties excepted.

j. **To Indemnify Against Accidents and Negligence.** That it will hold harmless, indemnify and defend the **Lessor**, its officers, employees, and agents, from and against any and all loss, liability or expense that may be incurred by reason of any claim or litigation arising out of or in connection with **Lessees'** occupancy and use of the leased premises, including, but not limited to, any accident with the appliances and fixtures installed by the **Lessees**, or the gas, water or other pipes, or from any damage or neglect arising from or in any way connected with the use, misuse or abuse of all utilities or from any neglect in not removing foreign objects from the sidewalks, grounds, structures, or roof of the building.

k. **To Bear Risk for Contents.** That all property of any kind (whether owned by the **Lessor** or **Lessees**) that may be on the premises during the continuance of this Lease shall be at the sole risk of the **Lessees**, and that the **Lessor** shall not be liable to the **Lessees** or any other person for any injury, loss or damage to property or to any person on the premises.

l. **To Pay Taxes.** Lessee shall pay the real estate and personal property taxes, if any, assessed upon the premises during said terms as they shall fall due.

m. **To Pay Insurance Premiums.** That it will pay all premiums on the policies of fire and/or casualty insurance covering said premises and in such amounts and under such terms as may be required by **Lessor**. The **Lessee** shall name the **Lessor** as an additional insured and shall provide **Lessor** with a certificate of insurance of the type and amounts indicated on Appendix "B". The certificates of insurance shall require that **Lessor** is given thirty (30) days notice of cancellation. In addition to the covenants set forth herein, the minimum insurance requirements are as set forth in Appendix "B", and may be changed from time to time at the sole discretion of **Lessor** over the life of this lease and any renewals thereof.

n. **No Waiver.** That no assent, expressed or implied, by the Lessor to any breach of any of the Lessees covenants shall be deemed to be a waiver of any succeeding breach of the same or other covenants.

o. **Recording.** That Lessee, its assigns or subleasees shall not record this agreement.

p. **Funding Agreement.** Lessee will abide by all terms and conditions in the Funding Agreement between Palm Beach County, the City of Delray Beach and the Community Redevelopment Agency.

3. **Covenants of Lessor.** The Lessor hereby covenants and agrees:

a. **Quiet Enjoyment.** That the Lessees shall peaceably hold and enjoy the leased premises.

b. **Fixtures.** That it will allow the Lessees to install such fixtures and appliances as may be necessary for the proper conduct of its business, and, at the expiration of the term of this Lease, that it will allow the Lessees a reasonable length of time to remove any and all fixtures which may be movable without causing destruction or damage to the facility and which are owned by the Lessees.

4. **Fire or other Unavoidable Casualty.** In case the premises or any part thereof shall at any time during the term of this Lease be destroyed or damaged by fire, act of God or other causes beyond the control of the Lessor and through no fault or neglect on the part of the Lessor, then the Lessor shall be under no obligation to repair or re-erect the leased structure. If the condition of the leased premises should be so rendered unsuitable by the foregoing causes, either party to this lease agreement shall have the option to cancel this lease.

5. **Right of Reentry.** If the Lessees shall neglect or fail to perform any of its covenants, and including if any yearly installment of rent be overdue and unpaid for ten (10) days, the Lessor may, immediately or at any time thereafter, after ten (10) days' notice, enter into the premises and repossess the same as of its former estate and expel the Lessees, but without prejudice to any remedies which might otherwise be used by the Lessor for arrears of rent or any other breach of the Lessees' covenants or the waiver of any rights of the Lessor.

6. **Notice.** Whenever notice is required hereunder, it shall be addressed as follows until written notice of change of address is given to the other party:

Lessor	Lessee
City Manager's Office 100 N.W. 1st Avenue Delray Beach, Florida 33444	Executive Director of Board 170 N.W. 5 th Avenue Delray Beach, Florida 33444

7. **Number; Gender.** As the context herein may require, the singular shall be deemed to include the plural, and the masculine form shall be deemed to include the feminine and neuter.

8. **Renovation.** The Lessee does hereby agree to contract directly for the renovation of the structure located on the subject property. The renovation shall be as approved by the City. Upon completion of the restoration contemplated herein, the Lessees shall be then responsible for the restoration, maintenance, and all other repairs in the future to the interior of the leased premises and as indicated in Paragraph 3C, except that all such restoration and repairs shall be approved by the Lessor in advance in order to keep the interior and exterior of the subject premises in keeping with its historical landmark purpose.

9. **Signs.** The Lessees agree to erect an identification sign on the subject property that lists both the Lessor and the Lessees' names, and identifies the subject structure, with the

colors, size, configuration, and location of such sign to be expressly approved in advance by the City Manager or his/her designee. All other exterior improvements, painting, or any other identification signs or markings shall be provided only in accordance with the applicable City of Delray Beach Code of Ordinances and with the express approval of the City Manager or his/her designee in advance.

10. **Use of Premises**. It is understood and agreed that the Lessees will use said leased premises for the restoration of and maintenance of a historical landmark and a multicultural museum and other ancillary activities concerning the City of Delray Beach and its environs, in order to preserve such information and present it to the general public in such a way as to educate and inform the public about the heritage of the Delray Beach area; provided, however, such use does not violate any of the provisions or covenants of this lease agreement.

11. **Cancellation**. The Lessor does hereby reserve the right to terminate this lease at any time in the future (either during the initial term or any renewal), upon 365 days prior written notice to the Lessees at the address set forth in this lease agreement; provided, however, that the Lessor agrees that it shall make reimbursements subject to budget to the Lessees for any costs for capital expenditure additions to the structure (but not for regular maintenance or care items) should the Lessor elect to terminate this lease in advance of the expiration of the initial thirty (30) year term hereof, except if such termination is for breach of this Lease Agreement or for violation of or failure to comply with any of the covenants set forth herein.

12. **Remedies**. Mention in this lease of any particular remedy in favor of the Lessor shall not preclude the Lessor from any other remedy provided by law.

13. **Modifications.** None of the covenants and conditions herein shall be waived or modified, nor shall any amendment be made to this Lease, except if agreed to in writing, and no alleged verbal waiver or modification shall be binding under any circumstances.

14. **Entire Agreement.** This agreement constitutes the complete understanding and agreement between the parties and supersedes any and all prior oral or written agreements and understandings.

CITY OF DELRAY BEACH, FLORIDA

By: David Schmidt
Mayor

ATTEST:

By: Barbara Savits
Acting City Clerk

Approved as to form and legal sufficiency:

By: Sum Kury
City Attorney

WITNESSES:

EXPANDING AND PRESERVING OUR CULTURAL HERITAGE, INC.

By: Vera R. Farrington

VERA R. FARRINGTON
Name printed or typed

(SEAL)

BEAHM DUBIN
Signature
Name printed or typed

Rosalind L Murray
Signature
Name printed or typed

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11 day of September, 2000, by Vera Farrington, as President
(name of officer or agent, title of officer or agent), of Expanding and Preserving Our Cultural Heritage, Inc.
(name of corporation acknowledging), a FLORIDA (state or place of incorporation)
corporation, on behalf of the corporation. He/She is personally known to me or has produced
_____ (type of identification) as identification.

[Signature]
Signature of Notary Public - State of Florida

Name Typed, Printed or Stamped



APPENDIX "A"

Lots 5 and 6 and the North 26.25 feet of Lot 7, Melvin Burds Subdivision of the North half of Block 19, shown on the Map of Town of Linton (now Delray Beach), according to the map or plat thereof as recorded in Plat Book 11, Page 73 of the Public Records of Palm Beach County, Florida.

Together with

The South 12 feet of Lot 7 and all of Lot 8, Melvin Burds Subdivision of the North half of Block 19, shown on the map of Town of Linton (now Delray Beach), according to the map or plat thereof as recorded in Plat Book 11, Page 73 of the Public Records of Palm Beach County, Florida.

Both of the parcels described above are subject to: Easements, reservations and restrictions of record and all zoning ordinances and regulations imposed by governmental authorities.

APPENDIX B - INSURANCE

A. **General Liability Insurance:** Lessee shall maintain general liability insurance in coverage limits of no less than one million (\$1,000,000.00) combined single limit for bodily injury and property damage liability.

B. **Property Insurance:** The Lessee shall maintain property insurance for the perils of all risk in an amount equal to the replacement value of the buildings and for the perils of all risk in an amount equal to the replacement value of the contents of the building and for the value of improvements and shall maintain flood insurance in the amount of the maximum obtainable under the National Flood Insurance Program.

C. **Worker's Compensation Insurance:** The Lessee shall maintain Worker's Compensation in an amount equal to the statutory limits of employers liability, if required by law.

D. **Automobile Liability Insurance:** Lessee shall maintain owned, non-owned or hired automobile liability insurance in the amount of \$100,000.00 per person, \$300,000.00 per occurrence for bodily injury, and \$50,000.00 for property damage.

E. **Professional Liability Insurance:** Lessee shall require all design professionals engaged in restorations and/or renovation of the property to have professional liability insurance in an amount acceptable to the Lessor.

APPENDIX "C"

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY,
THE CITY OF DELRAY BEACH, AND THE CITY OF DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY FOR FUNDING FOR THE RENOVATION OF THE
SOLOMON D. SPADY MULTI-CULTURAL MUSEUM**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2000, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", DELRAY BEACH, a Florida Municipal Corporation, hereinafter referred to as "MUNICIPALITY", and THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a political subdivision established pursuant to Florida Statutes, section 163, Part III, hereinafter referred to as "CRA".

WITNESSETH:

WHEREAS, MUNICIPALITY owns property located at 170 N.W. 5th Avenue in Delray Beach; and

WHEREAS, MUNICIPALITY intends to lease said property to Expanding and Preserving Our Cultural Heritage, Inc. (EPOCH); and

WHEREAS, MUNICIPALITY has designated CRA by Interlocal Agreement as the Project Manager under this Agreement; and

WHEREAS, CRA desires to construct the Renovation of the Solomon D. Spady Multi-Cultural Museum, hereinafter referred to as "the Project" at said location; and

WHEREAS, CRA has asked COUNTY to financially participate in the construction of said project; and

WHEREAS, on March 9, 1999, 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 \$25 Million; and

WHEREAS, on July 27, 1999, COUNTY approved a recreation and cultural facilities project list and proposed funding allocations for the \$25 Million Recreation and Cultural Facilities Bond; and

WHEREAS, the Project represents one such recreation/cultural project enumerated in the \$25 Million Recreation and Cultural Facilities Bond; and

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

WHEREAS, 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 and thereby provide a mechanism for the COUNTY to assist CRA in the funding of the Project.

Section 1.03 COUNTY will pay to CRA a total amount not to exceed \$100,000 for the construction of the Project as more fully described in the Project Description and Conceptual Site Plan attached hereto and made a part hereof as Exhibit "A".

Section 1.04 CRA agrees to provide funding in an amount of \$230,000 or greater to complete the Project.

Section 1.05 COUNTY's representative during the construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, telephone no. (561) 966-6685. CRA's representative during the construction of the Project shall be Christopher J. Brown, Executive Director, Delray Beach Community Redevelopment Agency, telephone no. (561)276-8640.

Section 1.06 CRA shall 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 CRA shall utilize its procurement process for all 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 CRA with regard to the Project. Any dispute, claim, or liability that may arise as a result of CRA's procurement is solely the responsibility of CRA and CRA hereby holds the COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 CRA shall be responsible for the design and construction of the Project. CRA shall design and construct the Project in accordance with Exhibit "A" (Project Description and Conceptual Site Plan), 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 Interlocal Agreement by the parties hereto, CRA 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 CRA shall provide a copy of the engineer's and/or architect's programming phase documents (i.e., site plan, floor plan, elevations, etc.) to the COUNTY's Representative for review. The COUNTY's Representative shall review said programming phase documents to ensure consistency with the intent of this Interlocal Agreement.

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

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

Section 2.06 CRA agrees to totally complete the Project and open same to the public for its intended use within thirty six (36) months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to the COUNTY at least ninety (90) days prior to that date, CRA may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny CRA's request for said extension.

Section 2.07 CRA shall submit quarterly project status reports to the COUNTY's Representative on or before January 10, April 10, July 10, and October 10 during the design and construction of the Project. These Quarterly reports shall include but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by the 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 CRA on a reimbursable basis. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of CRA. Should the total cost of the Project exceed the amount as projected by CRA, CRA shall appropriate and expend the excess funds required for completion of the Project. The COUNTY shall not dispense any funds to CRA for the Project until CRA has appropriated and expended said excess funds for the Project.

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

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

Project site to verify and approve said final reimbursement.

Section 3.04 CRA shall provide a request for final reimbursement to the 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 the County.

Section 3.05 The County agrees to reimburse MUNICIPALITY/AGENCY an amount not to exceed \$100,000 for those approved pre-agreement costs accruing to the Project subsequent to March 9, 1999, as more fully described in Exhibit "D", Cost Estimate and Pre-Agreement Cost List.

Section 3.06 County shall reimburse project costs only after CRA has expended its share of project funding in its entirety.

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

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

Section 4.02 MUNICIPALITY hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project subject to the terms set forth in Section 4.05. MUNICIPALITY shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 MUNICIPALITY shall operate and maintain the Project for its intended use by the general public for a term of thirty (30) years from the execution of this Interlocal Agreement by the parties hereto subject to the terms set forth in Section 4.05. MUNICIPALITY 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. MUNICIPALITY may not assign this Interlocal Agreement or any interest hereunder except as provided for under Section 4.05 without the express prior written consent of the COUNTY.

Section 4.05 It is the intent of COUNTY to issue this funding assistance to CRA for the purpose set forth hereinabove. In the event MUNICIPALITY 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, MUNICIPALITY's obligations

hereunder, COUNTY retains the right to reimbursement from MUNICIPALITY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should MUNICIPALITY transfer management and operation of the project to a party or parties not now a part of this Interlocal Agreement, except to Expanding and Preserving Our Cultural Heritage, Inc. (EPOCH), MUNICIPALITY shall continue to be responsible for the liabilities and obligations as set forth herein. Further, MUNICIPALITY shall not transfer operational management of the Project to a third party other than CRA or EPOCH without the written consent of the COUNTY.

ARTICLE 5: USE OF THE PROJECT

Section 5.01 MUNICIPALITY 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 as to residents of MUNICIPALITY. MUNICIPALITY 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 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. MUNICIPALITY shall restrict its use of the Project to recreational, cultural, educational, civic, community and social purposes only unless otherwise agreed to in writing by the parties hereto.

Section 5.03 CRA shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that the 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 the COUNTY's Representative.

ARTICLE 6: ACCESS AND AUDITS

CRA 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 the COUNTY, except that such records shall be retained by CRA 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. The 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 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 the COUNTY:

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

As to MUNICIPALITY:

City Manager
City of Delray Beach
100 N.W. First Avenue
Delray Beach, FL 33444

As to CRA:

Executive Director
24 N. Swinton Avenue
Delray Beach, FL 33444

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

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

ARTICLE 9: REMEDIES

This 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

MUNICIPALITY shall indemnify, defend, and hold harmless COUNTY against any actions, claims, or damages arising out of MUNICIPALITY's negligence in connection with this Interlocal Agreement to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the County for the County's negligent acts or omissions.

It is understood and agreed that CRA 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 CRA shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arriving out of or relating to any intentional or negligent act or omission of CRA, its agents, servants and/or employees in the performance of this Agreement.

ARTICLE 12: INSURANCE

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

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

The CRA 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, the Municipality shall have All-Risk property insurance for adequate limits based on the MUNICIPALITY or CRA'S replacement cost for the perils of either fire, wind, or flood. MUNICIPALITY shall agree to be fully responsible for any deductible or self-insured retention up to &75,000 per occurrence.

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

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

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 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 15: ENTIRETY OF AGREEMENT

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

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

**ATTEST:
DOROTHY H. WILKEN, CLERK**

By: _____
Deputy Clerk

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

By: _____
Chair

ATTEST:

By: _____
Clerk

CITY OF DELRAY BEACH

By: _____
Mayor

WITNESSES:

**CITY OF DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY
Tax I.D. #**

By: _____
Name (Type or Print)

Title: _____

By: _____
Signature

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Municipality Attorney

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
CRA Attorney

LIST OF EXHIBITS

- | | |
|------------------|---|
| EXHIBIT A | Project Description and Conceptual Site Plan |
| EXHIBIT B | Legal Description of Property |
| EXHIBIT C | Contract Payment Request Form (Page 1 of 2) and
Contractual Services Purchase Schedule Form) (Page 2 of 2) |
| EXHIBIT D | Cost Estimate and Pre-Agreement Costs List |

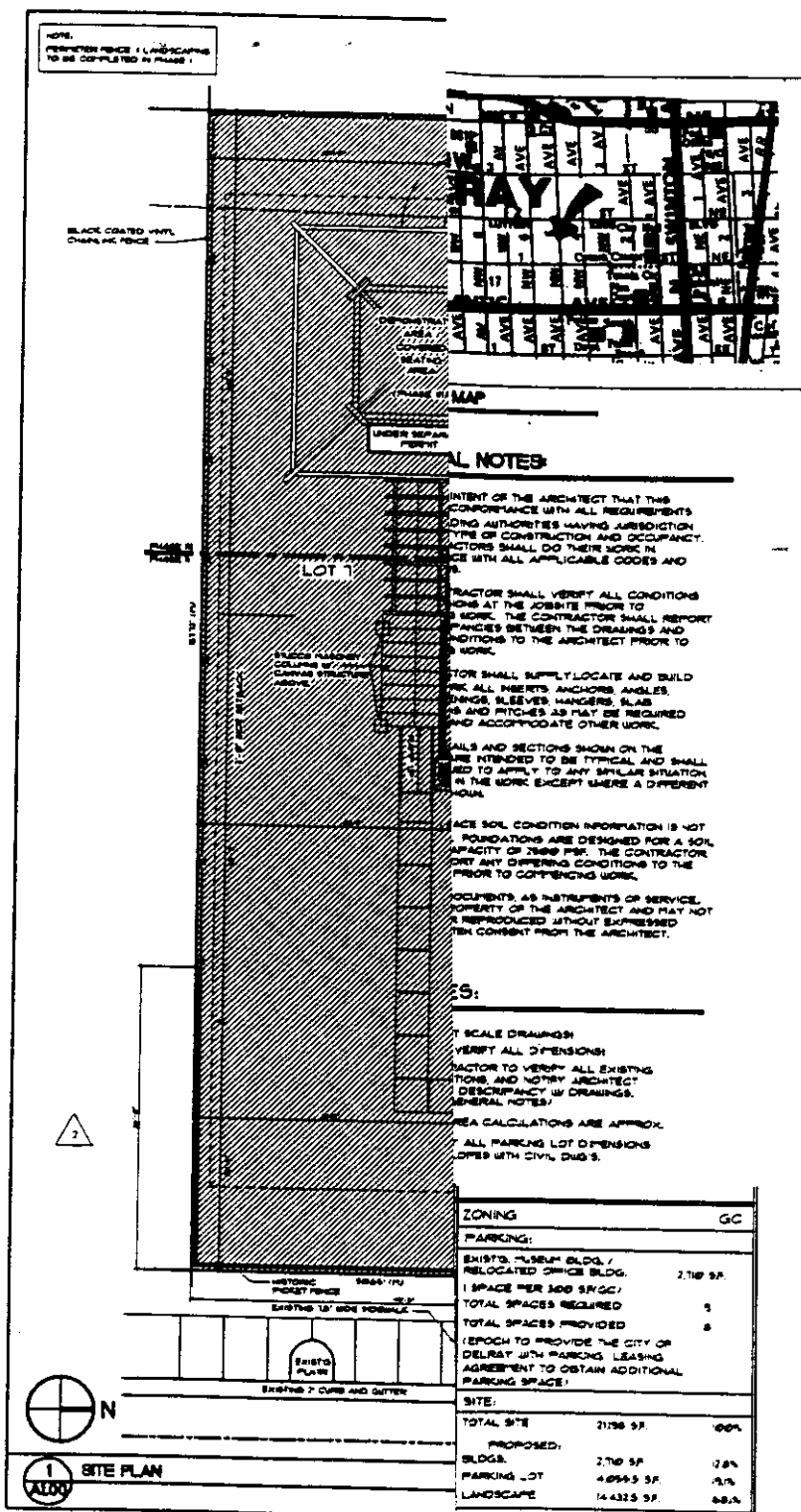
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ELIOPoulos AND ASSOCIATES, INC.
Architects, Planners and Designers

205 GEORGE BUSH BLVD.
Delray Beach, Florida 33444
TEL: 561-278-8011
FAX: 561-278-8129

ISSUED FOR
NOV 11 11 15 99
POWER 02.11.00
CONSTRUCTION 03.17.00



GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AT THE JOB SITE PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES BETWEEN THE DRAWINGS AND CONDITIONS TO THE ARCHITECT PRIOR TO COMMENCING WORK.

2. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AT THE JOB SITE PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES BETWEEN THE DRAWINGS AND CONDITIONS TO THE ARCHITECT PRIOR TO COMMENCING WORK.

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10. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AT THE JOB SITE PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES BETWEEN THE DRAWINGS AND CONDITIONS TO THE ARCHITECT PRIOR TO COMMENCING WORK.

REVISIONS:

1. SCALE DRAWINGS: VERIFY ALL DIMENSIONS. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS, AND NOTIFY ARCHITECT OF ANY DISCREPANCY IN DRAWINGS. (GENERAL NOTES)

2. AREA CALCULATIONS ARE APPROX.

3. ALL PARKING LOT DIMENSIONS COMPARE WITH CIVIL DWG'S.

ZONING	GC
PARKING:	
EXISTS: MUSEUM BLDG. / RELOCATED OFFICE BLDG.	2,710 SF.
1 SPACE PER 300 SQ/FT	
TOTAL SPACES REQUIRED	9
TOTAL SPACES PROVIDED	8
(EPOCH TO PROVIDE THE CITY OF DELRAY BEACH PARKING LEASING AGREEMENT TO OBTAIN ADDITIONAL PARKING SPACE)	
SITE:	
TOTAL SITE	21,798 SF. 100%
PROPOSED:	
BLDG.	2,710 SF. 12%
PARKING LOT	4,694 SF. 21%
LANDSCAPE	14,425 SF. 67%
SITE DATA	
ZONING	GC
SETBACKS	
FRONT	0'-0"
SIDE STREET	7'-0"
SIDE	7'-0"
REAR	0'-0"
ALLOWABLE WT	40'-0"



PROJECT TITLE
RENOVATION TO THE EPOCH SPADY HOUSE MUSEUM PHASE I

170 NW 5TH AVENUE DELRAY BEACH, FL.

REVISIONS

1. REVISED DRAWING AS PER FIRE DEPT. CITY OF DELRAY BEACH TO INSTALLATION OF FIRE DIRECTLY ACROSS FROM LOT B.

2. REVISED DRAWING AS PER BLDG. DEPT. CORRECT PLANNED HOV PARKING SPACE

3. REVISED DRAWING AS PER PLANNED A DEPT. OF STATE TO REMOVE CONC. ENTRY ARCH GATE

4. REVISED DRAWING AS PER PLANNED A DEPT. OF STATE TO REMOVE 6" x 6" POSTS ALONG PROPOSED FRONT HISTORIC FENCE (A) REMAIN AT PROPOSED GATE LOCATIONS.

FILE NUMBER
116A100a

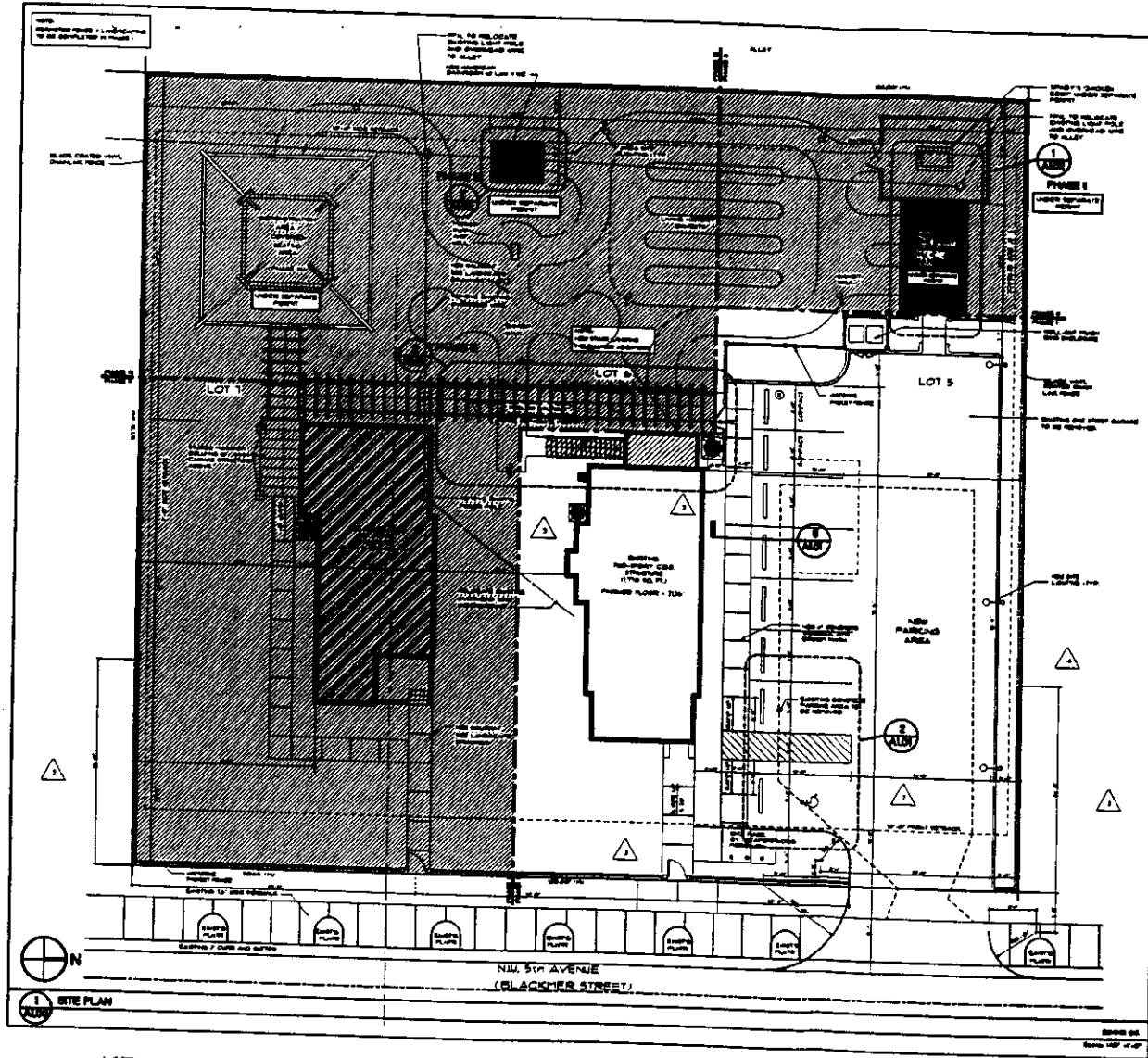
DRAWING TITLE
PROPOSED SITE PLAN

DATE 11.03.99 | **DRAWN BY** OE AL
JOB NUMBER 990116
DRAWING NUMBER

A1.00a

3/21/00 2:14 PM

EXHIBIT 'A'
SITE PLAN



KEY PLAN

- BUILDING & SITE RENOVATION TO BE COMPLETED IN PHASE I.
- SITE WORK TO BE COMPLETED IN PHASE II & III.



GENERAL NOTES

1. IT IS THE INTENT OF THE ARCHITECT THAT THIS WORK BE ACCORDANCE WITH ALL REQUIREMENTS OF THE BUILDING AUTHORITY'S VARIOUS JURISDICTIONS OVER THE TYPE OF CONSTRUCTION AND OCCUPANCY. ALL CONTRACTORS SHALL DO THEIR BEST TO CONFORM WITH ALL APPLICABLE CODES AND REGULATIONS.
2. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE EXISTING POINTS TO ALL DIMENSIONS BETWEEN THE DRAWINGS AND EXISTING CONDITIONS TO THE ARCHITECT PRIOR TO COMMENCING WORK.
3. CONTRACTOR SHALL SUPPLY, LOCATE AND BUILD INTO THE WORK ALL NECESSARY JACKING, BRACING, PLATING, CHAINS, SLICES, HANDING, SLUGS, DIMENSIONS AND FIXTURES AS THEY ARE REQUIRED TO ATTACH AND ACCOMMODATE OTHER WORK.
4. ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CORRECTED TO APPLY TO ANY UNUSUAL SITUATIONS UNLESS NOTED OTHERWISE BY THE ARCHITECT.
5. SUBSURFACE SOIL CONDITION INFORMATION IS NOT AVAILABLE. FOUNDATIONS ARE DESIGNED FOR A SOIL BEARING CAPACITY OF 2000 PSF. THE CONTRACTOR SHALL REPORT ANY DIFFERENCES TO THE ARCHITECT PRIOR TO COMMENCING WORK.
6. THESE DOCUMENTS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE USED OR REPRODUCED WITHOUT EXPRESS WRITTEN PERMISSION FROM THE ARCHITECT.

NOTES:

1. DO NOT SCALE DRAWINGS.
2. FIELD VERIFY ALL DIMENSIONS.
3. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND NOTIFY ARCHITECT IMMEDIATELY BY DRAWING NOTES.
4. ALL AREA CALCULATIONS ARE APPROX.
5. VERIFY ALL PARKING LOT DIMENSIONS AND FLOORS WITH CIVIL ENGINEER.

BUILDING HEIGHTS	ZONING	GC
EXISTING 2 STORY CBS BUILDING HEIGHT 19'-6" AP	PARKING:	
PHASE II & III	EXISTING "HUBBARD" BLDG. / RELOCATED OFFICE BLDG.	270 SF
PROPOSED 1 1/2 STORY STRUCTURE	1 SPACE PER 100 SQ FT	
	TOTAL SPACES REQUIRED	1
	TOTAL SPACES PROVIDED	5
	PROPOSED TO REMOVE ONE STORY STRUCTURE	
	PROPOSED TO REMOVE THE CITY OF DELRAY CITY PARKING LEASING AGREEMENT TO OBTAIN ADDITIONAL PARKING SPACES	
	HEIGHT 7'-0" TO 8'-0"	
TABLE RECREATION CENTER	SITE:	
PROPOSED 1 1/2 STORY PARKING GARAGE - 19'-6" AP	TOTAL SITE	2700 SF
PROPOSED NEW HANDICAP ENTRANCE	PROPOSED BLDG.	270 SF
PROPOSED DECK/STAIR ON AREA	PARKING LOT	4880 SF
PROPOSED NEW 3' CURB COUP.	LANDSCAPE	14,320 SF
		64.1%
	SITE DATA	
	ZONING	GC
	SETBACKS	
	FRONT	5'-0"
	SIDE STREET	2'-0"
	SIDE	2'-0"
	REAR	8'-0"
	ALLOWABLE HT	40'-0"

- NOTES:
1. CITY TO INSTALL NEW FIRE HYDRANT DIRECTLY ACROSS FROM LOT 2 AS PER FIRE DEPARTMENT.
 2. ASSESSMENT REPORT TO BE SUBMITTED BY CONTRACTOR FOR DEVELOPMENT WORK.
 3. ALL PHASE I AND PHASE II SITE FEATURES UNDER SEPARATE PERMITS.
 4. PLEASE USE TO EXPLAIN HISTORY OF EARLY BLACK SETTLEMENTS TO DELRAY BEACH.



225 GEORGE BUSH BLVD.
DELRAY BEACH, FLORIDA 33444
TEL: 561-278-8811
FAX: 561-278-8129

ISSUED FOR:
DATE: 11/15/09
PROJECT: 02.11.08
DRAWING NO: 02.17.08

PROJECT TITLE
RENOVATION TO THE EPCC SPADY HOUSE MUSEUM PHASE I

170 NW 8TH AVENUE DELRAY BEACH, FL.

CLIENT APPROVAL

REVISIONS

REVISION 02: REVISION AS PER THE CITY OF DELRAY BEACH TO INSTALLATION OF FIRE DIRECTLY ACROSS FROM LOT 2

REVISION 03: AS PER BLDG. DEPT. CORRECT PLUMBING FOR PARKING SPACES

REVISION 04: AS PER FLORIDA CODE OF STATE TO REMOVE ONE STORY AND 3/4

REVISION 05: AS PER FLORIDA CODE OF STATE TO REMOVE 1 1/2 STORY ALONG REAR PERMITS AT PROPOSED GATE LOCATION

FILE NUMBER: **170A100a**

DRAWING TITLE: **PROPOSED SITE PLAN**

DATE: **11.03.09** | DRAWN BY: **QE AL**

DATE: **09/06**

A1.00a

EXHIBIT "B"
Legal Description

Owner:

CITY OF DELRAY BEACH
100 nw 1ST Avenue
Delray Beach, FL 33444

Description of the Property:

Lots 5 and 6 and the North 26.25 feet of Lot 7, Melvin Burds Subdivision of the North half of Block 19, shown on the map of Town of Linton (now Delray Beach), according to the map or plat thereof as recorded in Plat Book 11, Page 73 of the Public Records of Palm Beach County, Florida.

The South 12 feet of Lot 7 and all of Lot 8, Melvin Burds Subdivision of the North ½ of Block 19, shown on map of Linton, according to the map or plat thereof as recorded in Plat Book 11, Page 73 of the Public Records of Palm Beach County, Florida.

Names of persons within the State of Florida designated by owner upon whom notices or other documents may be served:

CITY OF DELRAY BEACH
c/o City Attorney's Office
200 NW 1st Avenue
Delray Beach, FL 33444

ATTENTION: Susan Ruby, Esq.

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

EXHIBIT C

CONTRACT PAYMENT REQUEST

(Project)

Grantee _____

Request Date _____

Billing # _____

Billing Period _____

PROJECT PAYMENT SUMMARY

Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Materials, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
TOTAL PROJECT COSTS	=====	=====	=====

Certification: I hereby certify that the above 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 Cost	\$ _____
Total project costs to date	\$ _____
County obligation to date	\$ _____
County retainage (___%)	(_____)
County funds previously disbursed	(_____)
County funds due this billing	\$ _____

Reviewed and Approved by:

PBC Project Administrator/Date

Department Director/Date

EXHIBIT "D"
Cost Estimate & Pre-Agreement Cost List for
Solomon D. Spady Museum Renovation Phase I Project

General Conditions	\$ 15,525
Landscape & Irrigation	15,000
Driveways & Sidewalks	22,717
Fencing	9,600
Elevator Tower & Stairs	25,170
Interior & Exterior Carpentry	12,500
Roofing & Insulation	7,470
Doors & Windows	16,226
Partitions & Drywall	20,987
Flooring	10,000
Painting	7,500
Cabinets & Counter Tops	4,000
Appliances	3,000
Window Coverings	2,000
Lift	17,691
Plumbing	7,896
Heating, Ventilation, & Air Conditioning	10,218
Fire Sprinklers	10,000
Electrical	35,000
Construction Manager	59,500
Architect	<u>18,000</u>
Total	\$ 330,000

All of the above costs are potentially pre-agreement costs.