

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 19, 2006

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Ann Norton Sculpture Gardens, Inc. for the period December 19, 2006, through October 31, 2007, in an amount not-to-exceed \$15,000 for funding of Ann Norton Studio roof repair.

Summary: This funding is to help offset costs for repair of the Ann Norton Studio roof. The Ann Norton Studio houses Ann Norton's sculptures, tools, and unfinished works of art and also serves as a museum for Ann Norton's sculptures. Approximately 5,000 people visit the Ann Norton Sculpture Gardens each year. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to August 1, 2006. Funding is from the Recreation Assistance Program (RAP). District 2 (AH)

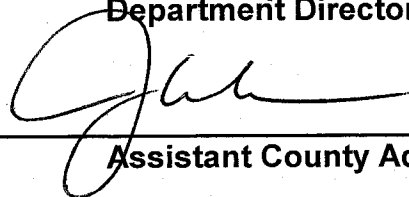
Background and Justification: Ann Norton Sculpture Gardens, Inc. is a not-for-profit organization that preserves the original intent and integrity of Ann Norton Sculpture Gardens for the appreciation of the community, as well as creates an environment to promote artistic growth, inspiration, and enjoyment. The roof of the Ann Norton Studio is 58 years old and needs to be repaired in order to preserve the building for future exhibitions and events for the public's enjoyment.

The total cost of the roof repair project is approximately \$17,600 for removal of the old roof and replacement of the roof at the Ann Norton Studio. The \$15,000 from District 2 RAP funding will help offset a major portion of this capital project. The Agreement has been executed on behalf of the Ann Norton Sculpture Gardens, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

12/14/06
Date

Approved by: 
Assistant County Administrator

12-12-06
Date

AGREEMENT BETWEEN PALM BEACH COUNTY AND ANN NORTON SCULPTURE GARDENS, INC. FOR ANN NORTON STUDIO ROOF REPAIR

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and the Ann Norton Sculpture Gardens, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Ann Norton."

WITNESSETH:

WHEREAS, Ann Norton is an agency that preserves the original intent and integrity of the Ann Norton Sculpture Gardens for the appreciation of the community, as well as creating an environment to promote artistic growth, inspiration, and enjoyment; and

WHEREAS, the Ann Norton Studio houses Ann Norton's sculptures, tools, and unfinished works of art and also serves as a museum for Ann Norton's sculptures; and

WHEREAS, the roof of the studio at Ann Norton Sculpture Gardens is fifty eight (58) years old and needs to be repaired in order to preserve the building for future exhibitions and events for the public's enjoyment; and

WHEREAS, approximately 5,000 people visit the Ann Norton Sculpture Gardens each year; and

WHEREAS, the total cost of the studio re-roofing project is approximately \$17,600; and

WHEREAS, Ann Norton has requested \$15,000 from County to help offset costs for the removal of the old roof and replacement of the roof at the Ann Norton Studio at Ann Norton Sculpture Gardens; and

WHEREAS, funding for the re-roofing project at the Ann Norton Studio in an amount not to exceed \$15,000 is available from the Recreation Assistance Program (RAP) - District 2; and

WHEREAS, County desires to provide funding for re-roofing the Ann Norton Studio; and

WHEREAS, community artistic and cultural facilities are deemed to serve a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed \$15,000 to Ann Norton for the re-roofing of the Ann Norton Studio to include tearing off the old roof and replacing the roof, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Ann Norton on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was completed in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Ann Norton. Said information shall list each invoice paid by Ann Norton and shall include the vendor invoice number; invoice date; and the amount paid by Ann Norton along with the number and date of the respective check or proof of payment for said payment. Ann Norton shall attach a copy of each vendor invoice paid by Ann Norton along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Ann Norton's Program Administrator and Project Financial Officer shall certify the total funds spent by Ann Norton on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Ann Norton and approved by Ann Norton as indicated.

3. Ann Norton incurred expenses for the Project beginning on August 1, 2006. Those costs incurred by Ann Norton for the Project, approved and submitted accordingly by Ann Norton subsequent to August 1, 2006, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Ann Norton may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Ann Norton warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Ann Norton agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

7. Ann Norton shall be responsible for all costs of operation and maintenance of the Project.

8. The term of this Agreement shall be until July 31, 2012, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Ann Norton is in default of its obligations under this Agreement, the County shall provide Ann Norton thirty (30) days written notice to cure the default. In the event Ann Norton fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Ann Norton for the Project deemed to be in default and Ann Norton shall return any County RAP funds already collected by Ann Norton for that Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. Ann Norton shall complete the Project by July 31, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of August 1, 2006, and July 31, 2007. Ann Norton shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before October 31, 2007. Upon written notification to County at least ninety (90) days prior to that date Ann Norton may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Ann Norton's request for said extension.

12. In the event Ann Norton ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by

Ann Norton. The determination that Ann Norton has ceased or suspended the Project shall be made by County and Ann Norton agrees to be bound by County's determination.

13. Ann Norton agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Ann Norton. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that Ann Norton 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. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Ann Norton 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 arising out of or relating to any act or omission of Ann Norton, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to the Agreement for which Ann Norton is eligible to receive reimbursement from the County.

16. Ann Norton shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Ann Norton are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Ann

Norton under this Agreement.

Commercial General Liability. Ann Norton 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. Ann Norton shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. Ann Norton shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Ann Norton shall provide this coverage on a primary basis.

Additional Insured. Ann Norton shall endorse the 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." Ann Norton shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Ann Norton hereby waives any and all rights of Subrogation against the 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 Ann Norton 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 when a condition to the policy specifically prohibits such an endorsement, or voids coverage should Ann Norton enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Ann Norton shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall

include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

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 Agreement. 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.

17. Upon request by County, Ann Norton shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Ann Norton shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Ann Norton, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Ann Norton 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.

20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Ann Norton 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 thirty six (36) months immediately preceding the date

hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. 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, Florida 33461

As to Ann Norton:

President
Ann Norton Sculpture Gardens, Inc.
253 Barcelona Road
West Palm Beach, Fl 33401

24. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

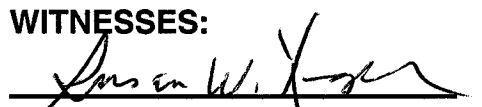
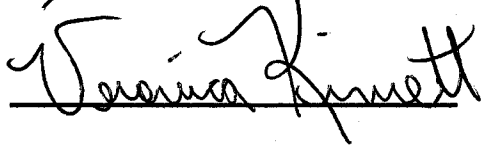
IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller


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

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESSES:




ANN NORTON SCULPTURE GARDENS, INC.
FEI Number: 59-1874060
By: Phyllis H. Spencer
Name (Type or Print)
Title: Administrative Director

By: 
Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: 
Dennis Eshleman, Director
Parks and Recreation Department

**Recreation Assistance Program (RAP)
Exhibit "A" to Agreement**

Name of Agency: **Ann Norton Sculpture Gardens, Inc.**
Mailing Address: **253 Barcelona Road, West Palm Beach, FL 33401**

Federal Employer Identification Number: 59-1874060

Name of President: Veronica Baswell Butler
Name of Executive Director: Administrative Director - Phyllis Spencer

Project Liaison Information:

Name: Phyllis Spencer
Telephone #: (561) 832-5328
Fax #: (561) 835-9305
e-mail: Annorton@bellsouth.net

PROJECT INFORMATION

1. Name of Project: **Ann Norton Studio Roof Repair**

2. Project Description

- General (Project Scope): Replace 58 year old studio roof, which houses Ann Norton's sculpture, tools and unfinished works of art.
- Public Purpose: Studio is a museum for Ann Norton's sculpture. To preserve the building for future exhibition and events for the public's enjoyment.
- Location: 253 Barcelona Rd, W.P.B., FL 33401
- Anticipated Number of Participants/Users: over 5000 visitors to ANSG.

3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.

Removal of the old roof and replacement of roof on Ann Norton's studio at the Ann Norton Sculpture Gardens

4. Estimated Lump Sum Total for Project: \$ 17,600

5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). 8/1/2006 to 7/31/2007

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:
Certificate of Insurance ✓

Amount of Recreation Assistance Program Funding awarded \$ 15,000
District 2
(filled in by County)

Form available online by request. Contact Susan Yinger at syinger@pbcgov.com



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

_____ Date _____

Grantee _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

- C = Contractual Services
- S = Salary & Wages
- M = Materials, Supplies, Direct Purchases
- E = Equipment
- T = Travel
- I = Indirect Costs

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

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID ANNORT	DATE (MM/DD/YYYY) 11/02/06										
PRODUCER SLATON INSURANCE P.O. Box 220537 West Palm Beach FL 33422 Phone: 561-683-8383 Fax: 561-684-5995		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.											
		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: LLOYDS/LONDON COMPANIES</td> <td></td> </tr> <tr> <td>INSURER B: Commerce & Industry Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER C: Auto-Owners Insurance Company</td> <td style="text-align: center;">18988</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: LLOYDS/LONDON COMPANIES		INSURER B: Commerce & Industry Ins. Co.		INSURER C: Auto-Owners Insurance Company	18988	INSURER D:	
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INSURED Ann Norton Sculpture Gardens 253 Barcelona Road West Palm Beach FL 33401													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INST LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
C		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2053419005	06/01/06	06/01/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC8941519	05/22/06	05/22/07	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500000</td> </tr> </table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 100000	E.L. DISEASE - EA EMPLOYEE	\$ 100000	E.L. DISEASE - POLICY LIMIT	\$ 500000
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E.L. EACH ACCIDENT	\$ 100000													
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E.L. DISEASE - POLICY LIMIT	\$ 500000													
A		OTHER Property Section	QSM1273	06/01/06	06/01/07	2500 ded 467290 bldg bus inc 22,500								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 *FLORIDA STATUTE REQUIRES TEN (10) DAYS NOTICE OF CANCELLATION FOR NON PAYMENT & FORTY FIVE (45) DAYS FOR NON RENEWAL
 CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY ONLY

CERTIFICATE HOLDER

PBC1001

Palm Beach County
 c/o Parks & Recreation Dept.
 2700 6th Avenue South
 West Palm Beach FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

