

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 10, 2007

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 the City of Riviera Beach for the period April 10, 2007, through December 30, 2007, in an amount not-to-exceed \$5,000 for the 2006 Back to School Give-A-Way event.

Summary: This funding is to offset the cost of 2006 Back to School Give-A-Way event held by the City of Riviera Beach at Barracuda Bay Waterpark prior to the beginning of the 2006-2007 school year. The event provided school supplies and local agency information to 550 needy children and their families in a festive atmosphere. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to July 10, 2006. Funding is from the Recreation Assistance Program (RAP). District 7 (AH)


Background and Justification: The City of Riviera Beach's Civil Drug Court sponsored the 2006 Annual Back to School Give-A-Way event prior to the beginning of the 2006-2007 school year to provide school supplies and local agency information to needy children and their families. The event was held at the Barracuda Bay Waterpark and served approximately 550 needy children.

The total cost of the event was estimated to be \$5,000 for refreshment stations (i.e. popcorn wagon, snow cone maker, cotton candy machine), food and drinks, decorations, toys, and other miscellaneous expenses associated with the event. The RAP funding from District 7 will offset these costs. The Agreement has been executed on behalf of the City of Riviera Beach, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

3/19/07
Date

Approved by: 
Assistant County Administrator

3/27/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 3600 Department 583 Unit R907
 Object 8101 Program N/A

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

Recreation Assistance Program

District 7 3600-583-R907-106-8101 \$5,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Elizabeth Blaeser 3/21/07
 OFMB
 me vo
 3/21/07 3/20

Dr. J. Jacobson 3/22/07
 Contract Development and Control
 3/22/07

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Delgant 3/20/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

G:\SYINGER\RAP06-07\District 7\Riviera Beach\Agenda.doc

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH
FOR RIVIERA BEACH CIVIL DRUG COURT 2006 BACK TO SCHOOL GIVE-A-WAY EVENT**

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 City of Riviera Beach, a Florida Municipal Corporation, hereinafter referred to as "Riviera Beach."

WITNESSETH:

WHEREAS, Riviera Beach's Civil Drug Court sponsored the 2006 Annual Back to School Give-A-Way Event (the Event) at Barracuda Bay Waterpark prior to the beginning of the 2006-2007 school year; and

WHEREAS, the purpose of the Event was to provide school supplies and local agency information to needy children in a festive atmosphere; and

WHEREAS, the total cost of the Event was \$5,000 for operational expenses such as refreshment stations (i.e., popcorn wagon, snow cone maker, cotton candy machine), food and drinks, decorations, toys, and other miscellaneous expenses associated with the Event); and

WHEREAS, Riviera Beach has requested from County an amount not-to-exceed \$5,000 to help offset costs for the Event; and

WHEREAS, County desires to provide funding to offset costs for the Event in an amount not-to-exceed \$5,000; and

WHEREAS, funding for the Event in an amount not-to-exceed \$5,000 is available from the Recreation Assistance Program (RAP) District 7; and

WHEREAS, special events targeting the needs of children from low income families 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 \$5,000 to Riviera Beach for the Event for refreshment stations (i.e., popcorn wagon, snow cone maker, cotton candy machine), food and drinks, decorations, toys, and other miscellaneous expenses associated with the Event 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 Riviera Beach 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 carried out 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 Riviera Beach. Said information shall list each invoice paid by Riviera Beach and shall include the vendor invoice number; invoice date; and the amount paid by Riviera Beach along with the number and date of the respective check or proof of payment for said payment. Riviera Beach shall attach a copy of each vendor invoice paid by Riviera Beach 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, Riviera Beach's Program Administrator and Project Financial Officer shall certify the total funds spent by Riviera Beach on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Riviera Beach and approved by Riviera Beach as indicated.

3. Riviera Beach incurred expenses for the Project beginning on July 10, 2006. Those costs incurred by Riviera Beach for the Project, approved and submitted accordingly by Riviera Beach subsequent to July 10, 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 Riviera Beach 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. Riviera Beach agrees, warrants, and represents that all of the employees and participants in the Project were 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.

6. Riviera Beach shall be responsible for all costs of operation and maintenance of the Project.

7. The term of this Agreement shall be until December 30, 2007, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Riviera Beach is in default of its obligations under this Agreement, the County shall provide Riviera Beach thirty (30) days written notice to cure the default. In the event Riviera Beach 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 Riviera Beach for the Project deemed to be in default and Riviera Beach shall return any County RAP funds already collected by Riviera Beach for that Project.

9. 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 8 above.

10. Riviera Beach shall complete the Project by September 30, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of July 10, 2006, through September 30, 2007. Riviera Beach shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 30, 2007. Upon written notification to County at least ninety (90) days prior to that date Riviera Beach may request an extension beyond this period for the purpose of completing the Project.

11. In the event Riviera Beach 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 Riviera Beach. The determination that Riviera Beach has ceased or suspended the Project shall be made by County and Riviera Beach agrees to be bound by County's determination.

12. Riviera Beach 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 Riviera Beach. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

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

14. It is understood and agreed that Riviera Beach 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. To the extent permitted

by law and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, in the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Riviera Beach 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 Riviera Beach, 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 Riviera Beach is eligible to receive reimbursement from the County.

15. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Riviera Beach acknowledges to be self-insured for General Liability and Automobile 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.

In the event Riviera Beach maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Riviera Beach shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

Riviera Beach agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

Prior to execution of this Agreement by the County, Riviera Beach shall deliver to the County an affidavit 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. 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.

Compliance with the foregoing requirements shall not relieve Riviera Beach of its liability and obligations under this Agreement.

15. Upon request by County, Riviera Beach shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

16. Riviera Beach 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 Riviera Beach, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

17. The County and Riviera Beach 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.

18. 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.

19. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Riviera Beach 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.

20. 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.

21. 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 Riviera Beach:
City Manager
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Fl 33404

22. 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: _____
Commissioner Addie L. Greene, Chairperson

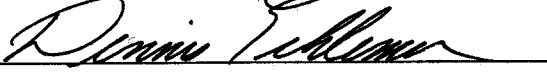
ATTEST:
By: 
CARRIE WARD, City Clerk

CITY OF RIVIERA BEACH
By: 
Mayor Michael Brown

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

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

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

BACKGROUND INFORMATION

Name and address of Municipality: **City of Riviera Beach**

Name of Municipality:

Mailing Address: 600 West Blue Heron Blvd.
Riviera Beach, Florida 33404

Name of Mayor: Michael D. Brown

Name of City Manager: William E. Wilkins

Project/Project Liaison Information:

Name: Felicia A. Scott
Telephone #: 561-840-4824
Fax #: 561-840-4828
e-mail: fascott@rivierabch.com

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: 2006 Back To School Supply Give-A-Way

2. Project/ Program Description

- General (Project Scope):

The City of Riviera Beach Civil Drug Court sponsors an Annual Back To School event which provides school supplies to the general public.

- Public Purpose:

Needy kids can participate in this annual event and receive school supplies and local agencies information.

- Location:

BTS Give-A-Way was held at Barracuda Bay Waterpark, 1621 Blue Heron Blvd., Riviera Beach, FL. 33404

- Anticipated Number of Participants/Users:

BTS Give-A-Way serviced more than 550 children attending schools in Palm Beach County.

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

Operational expenses included but are not limited to refreshment stations (i.e popcorn wagon, snowcone maker, cotton candy machine), hamburgers, hotdogs, ribs, chicken, softdrinks, and other items, *decorations, toys*
↓
miscellaneous

4. Estimated Lump Sum Total for Project/Program \$ 5,000.00

5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and End date (date which project/program will be completed and all invoices paid). This will become the project time frame. 7/10/06 to ~~7/10/06~~
month/day/year month/day/year
9/30/07/04

Note: Invoices and copies of proof of payment documents are required for Project/Program reimbursement. All invoices and checks must be dated within the stated project/program time frame AND Categories for Project/Program 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 \$ 5,000.00
District 7
(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



Key Legend

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

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

EXHIBIT B

Date _____

Grantee: _____

Project Name: _____

Submittal #: _____

Contract Reimbursement Period: _____

Check or Voucher

Invoice

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice			Expense Description
			Number	Date	Number	Date	Amount	
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		DATE (MM/DD/YYYY) 03/02/07
PRODUCER 1-305-592-6080 Arthur J. Gallagher & Co. - Florida Arthur J. Gallagher Risk Management Services (Miami) 8200 N.W. 41st Street Suite 200 Miami, FL 33166	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 City of Riviera Beach 600 W. Blue Heron Boulevard Suite C102 Riviera Beach, FL 33404	INSURERS AFFORDING COVERAGE INSURER A: Illinois Union Insurance Company INSURER B: Midwest Employers Coa Co INSURER C: Lloyds of London INSURER D: INSURER E:	NAIC # 23612 10786

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.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	J056239	10/01/06	10/01/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	J066239	10/01/06	10/01/07	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 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 ADD \$
A	UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	KP2622905375	10/01/06	10/01/07	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY NON-EMPLOYEE PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (If yes, describe under SPECIAL PROVISIONS below) OTHER	BWC005191	10/01/06	10/01/07	<input checked="" type="checkbox"/> WC STAT. <input checked="" type="checkbox"/> OTH. TORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 GL Limits: \$1,000,000 Per Occurrence Inclusive of \$100,000 SIR.
 AL Limits: \$1,000,000 Per Occurrence Inclusive of \$100,000 SIR.

Re: Palm Beach County Funding of "Toy Give-a-Way" program in December 2006.

CERTIFICATE HOLDER Palm Beach County Board of Commissioners 2700 Sixth Avenue South Lake Worth, FL 33461 USA	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 <i>[Signature]</i>
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IMPORTANT

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

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

DISCLAIMER

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

ACORD 25 (2001/09)

Mar. 07 2007 12:53PM P2

FRX NO.: 5618484727

FROM :