Agenda Item #: 3.M.6.

#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA ITEM SUMMARY

Meeting Date:	April 1, 2008	[X] Consent [] Ordinance	[ ] Regular [ ] Public Hearing
Department:	Parks and Recreation		
Submitted By:	Parks and Recreation Departmen	<u>t</u>	
Submitted For:	Parks and Recreation Departmen	<u>t</u>	

### I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Agreement with Ruth Rales Jewish Family Service of South Palm Beach County, Incorporated for the period April 1, 2008, through May 28, 2009, in an amount not-to-exceed \$5,000 for funding of the 2008 Diamond Club Senior Recreational Program.

**Summary:** This funding is to assist with expenses for the Diamond Club Senior Recreational Program offered by Ruth Rales Jewish Family Service of South Palm Beach County, Incorporated. The program serves approximately 120 senior citizens aged seventy-five years and older. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to March 1, 2008. Funding is from the Recreation Assistance Program (RAP) District 5 Funds. <u>District 5</u> (AH)

Background and Justification: Ruth Rales Jewish Family Service of South Palm Beach County, Incorporated is a non-sectarian not-for-profit human services agency for people of all ages and backgrounds that provides counseling, programs and services for senior citizens, families and youth, community outreach, social and educational programs, financial assistance, and volunteer opportunities. The Diamond Club Senior Recreational Program provides social, recreational, and support opportunities for participants. Diamond Club members meet once a week to discuss current events, social issues, and families, enjoy speakers and entertainment, and become actively involved in community service work.

The total annual cost of the Diamond Club Senior Recreational Program is approximately \$35,000 for transportation, food, case management, speakers, entertainment, and other miscellaneous program expenses. The \$5,000 from District 5 will offset a portion of the cost of the program. The Agreement has been executed on behalf of Ruth Rales Jewish Family Service of South Palm Beach County, Incorporated, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement	
Recommended by: Department Director	3-13-08 Date
Approved by:	3-76-08
/Asgistant County Administrator	Date

#### II. FISCAL IMPACT ANALYSIS

#### A. Five Year Summary of Fiscal Impact: 2011 2012 2010 2008 2009 **Fiscal Years** -0--0--0--0-**Capital Expenditures** -0-5,000 -0--0-**Operating Costs** -0--0--0-**External Revenues** -0--0--0--0--0-**Program Income (County)** -0--0--0--0--0-In-Kind Match (County) -0--0--0--0--0-**NET FISCAL IMPACT** -0-5,000 # ADDITIONAL FTE **POSITIONS (Cumulative)** No Is Item Included in Current Budget? Yes X Unit **R905** Fund 3600 Department 583 **Budget Account No.:** Object 8201 Program N/A B. Recommended Sources of Funds/Summary of Fiscal Impact: Recreation Assistance Program District 5 \$5,000 3600-583-R905-079-8201 C. Departmental Fiscal Review: III. REVIEW COMMENTS A. OFMB Fiscal and/or Contract Development and Control Comments: This Contract complies with our contract review requirements. ounty Attorney C. Other Department Review:

Department Director

REVISED 10/95 ADM FORM 01

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# AGREEMENT BETWEEN PALM BEACH COUNTY AND RUTH RALES JEWISH FAMILY SERVICE OF SOUTH PALM BEACH COUNTY, INCORPORATED FOR THE 2008 DIAMOND CLUB SENIOR RECREATIONAL PROGRAM

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 Ruth Rales Jewish Family Service of South Palm Beach County, Incorporated, a Florida not-for-profit Corporation, hereinafter referred to as "Ruth Rales."

#### WITNESSETH:

WHEREAS, Ruth Rales is a non-sectarian human services agency for people of all ages and backgrounds that provides counseling, programs and services for seniors, families and youth, community outreach, social and educational programs, financial assistance, and volunteer opportunities; and

WHEREAS, Ruth Rales offers the Diamond Club Senior Recreational Program (Program) to approximately one hundred twenty (120) seniors aged seventy five years and older; and

WHEREAS, the Program provides social, recreational, and support opportunities for participants; and

WHEREAS, Diamond Club members meet once a week to discuss current events, social issues, and families; enjoy speakers and entertainment; and become actively involved in community service work; and

WHEREAS, the total cost of the Program is approximately \$35,000 for transportation, food, case management, speakers, entertainment, and other miscellaneous program expenses; and

WHEREAS, Ruth Rales has requested that County provide \$5,000 to help offset expenses for the Program; and

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

WHEREAS, senior citizen programs and recreational activities serve a public benefit; 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 Ruth Rales for the Diamond Club Senior Recreational Program for transportation, food, case management, speakers, entertainment, and other miscellaneous program expenses, 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 Ruth Rales 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 Ruth Rales. Said information shall list each invoice paid by Ruth Rales and shall include the vendor invoice number; invoice date; and the amount paid by Ruth Rales along with the number and date of the respective check or proof of payment for said payment. Ruth Rales shall attach a copy of each vendor invoice paid by Ruth Rales 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, Ruth Rales' Program Administrator and Project Financial Officer shall certify the total funds spent by Ruth Rales on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Ruth Rales and approved by Ruth Rales as indicated.
- 3. Ruth Rales incurred expenses for the Project beginning on March 1, 2008. Those costs incurred by Ruth Rales for the Project, approved and submitted accordingly by Ruth Rales subsequent to March 1, 2008, 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 Ruth Rales 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. Ruth Rales warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. Ruth Rales 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. Ruth Rales shall be responsible for operation and maintenance of the Project, including all associated costs.
- 8. The term of this Agreement shall be until May 28, 2009, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event Ruth Rales is in default of its obligations under this Agreement, the County shall provide Ruth Rales thirty (30) days written notice to cure the default. In the event Ruth Rales 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 Ruth Rales for the Project deemed to be in default and Ruth Rales shall return any County RAP funds already collected by Ruth Rales 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. Ruth Rales shall complete the Project by February 28, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of March 1, 2008, through February 28, 2009. Ruth Rales shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before May 28, 2009. Upon written notification to County at least ninety (90) days prior to that date Ruth Rales may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Ruth Rales' request for said extension.
  - 12. In the event Ruth Rales 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 Ruth Rales. The determination that Ruth Rales has ceased or suspended the Project shall be made by County and Ruth Rales agrees to be bound by County's determination.

- 13. Ruth Rales 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 Ruth Rales. 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 Ruth Rales 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, Ruth Rales 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 Ruth Rales, 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 Ruth Rales is eligible to receive reimbursement from the County.

16. Ruth Rales 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 Ruth Rales are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Ruth Rales under this Agreement.

Commercial General Liability. Ruth Rales 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. Ruth Rales shall provide this coverage on a primary basis.

Automobile. Community Center shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit bodily injury and property damage for claims arising from damages for bodily injury including wrongful death, as well as from claims for property damage which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by Community Center or by anyone employed by or contracting with Community Center. Should Community Center use independent bus companies for transportation, it shall require such company or companies to provide automobile liability on such buses in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage liability and shall include Community Center and Palm Beach County as Additional Insured.

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

Additional Insured. Ruth Rales 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." Ruth Rales shall provide the Additional Insured

endorsements coverage on a primary basis.

Waiver of Subrogation. Ruth Rales 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 Ruth Rales 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 Ruth Rales enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Ruth Rales 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. Ruth Rales shall agree to provide County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

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, Ruth Rales shall demonstrate financial accountability

through the submission of acceptable financial audits performed by an independent

auditor.

18. Ruth Rales 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 Ruth Rales,

County shall have the right to inspect and audit said books, records, documents and other

evidence during normal business hours.

19. The County and Ruth Rales 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, Ruth Rales 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 Ruth Rales:

**Executive Director** 

7

Ruth Rales Jewish Family Service of South Palm Beach County, Incorporated 21300 Ruth & Baron Coleman Boulevard Boca Raton, FL 33428

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: Commissioner Addie L. Greene, Chairperson
WITNESSES:  Juan W. Juan  Luciuca Limett	RUTH RALES JEWISH FAMILY SERVICE OF SOUTH PALM BEACH COUNTY, INCORPORATED FEI Number: 65-1115689  By: Jaclynn I. Faffer, DSW Name (Type or Print)
	By: Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By: County Agrorney	By: Dennis L. Eshleman, Director

Parks and Recreation Department

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

#### BACKGROUND INFORMATION

Agency Name: Ruth Rales Jewish Family Service of South Palm Beach County, Incorporated

Mailing Address: 21300 Ruth & Baron Coleman Boulevard, Boca Raton, FL

33428

Federal Employer Identification Number: 65 /1 1 5689

Name of President: Dr. Ron Selbst

Name of Executive Director: Dr. Jaclynn Faffer

Project/Project Liaison Information:

Name: Anne Chernin

Telephone #: 561-852-3328

Fax #: 561-852-3197

e-mail: annec@bocafed.org

Purpose/Mission of Agency: Ruth Rales Jewish Family Service is a non-profit, nonsectarian human service organization that has been serving the South Palm Beach County community since 1979. The agency exists to strengthen and preserve family life, and to help children and adults of all ages develop and maintain their maximum human potential so that they can achieve satisfaction in their roles and relationships of choice. To meet these goals, the agency provides a wide range of social and professional services which represents a balance between the needs of the community and persons who cannot obtain quality assistance elsewhere. These programs are offered with the goal of inclusion and recognition of ethnic / cultural diversity.

#### PROJECT/PROGRAM INFORMATION

Name of Project/Program: Diamond Club Senior Recreational Program 1. 2008

2. Project/ Program Description

> General (Project Scope): The Diamond Club is a social and recreational program for senior citizens, age 75 and older. The average participant is in his/her late 80's. Members meet once a week at Temple Emeth in Delray Beach. They discuss such topics as current events, social issues, and families. The members reflect on their lives and the memories they share. They have speakers and entertainment, and they are actively involved in community service work such as creating decorative hats for young cancer patients receiving chemotherapy treatments, making and stuffing pillows which they send to the American Cancer Society, and making lap quilts and bandages for terminally ill patients at Hospice of Palm Beach County. In addition they take a number of recreational field trips through out the year. This program offers a wonderful opportunity for senior members of our community to have a social outlet and an opportunity to mingle with their peers. Most importantly, the group strives to remain active, productive, and involved. The Diamond Club has been in existence for 28 years and currently boasts more than 100 members. It is non-sectarian and open to anyone in the community 75 years or older.

Public Purpose:

The Diamond Cub was formed 25 years ago when the club's Volunteer Coordinator and one of its founders, could not find any social activities for her mother-in-law, who was over 90 years of age. It was easy to find clubs for seniors 65 and older who were just retiring to South Florida, but for those 75 years and older there was nothing available. In response to this clear need for the "old-old" segment of the population also to have social, recreational, and support opportunities within the community, Ruth Rales Jewish Family Service developed the Diamond Club.

In a community with an unusually high concentration of senior citizens and with an "aging boom" that has dramatically increased both the number of all seniors within South Palm Beach County and made those who are 85 and older the fastest growing segment of the population, the popularity of The Diamond Club, predictably, has grown steadily over time.

Location: Temple Emeth, Delray Beach

Anticipated Number of Participants/Users: 120

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.

Transportation
Food
Case Management
Speakers
Entertainment
Othermiscellaneous etpenses

4. Estimated Lump Sum Total for Project/Program

\$35,000.

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. \_\_\_03/01/2008\_ to \_\_02/28/2009\_\_\_\_ month/day/year month/day/year

(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

\$<u>5,000</u>
District 5

(filled in by County)

Form available online by request. Contact Susan Yinger at <a href="mailto:syinger@pbcgov.com">syinger@pbcgov.com</a>



## PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

#### CONTRACT PAYMENT REQUEST

			Date			
Grantee			Project Name:			
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Key Legend	C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct I E = Equipment T = Travel I = Indirect Costs	Purchases				
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Tot	al Project Costs To Date:		\$			

#### **EXHIBIT B**

Date

11

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#### Key Legend

C = Contractual Services

S = Salary & Wages
M = Materials, Supplies, Direct Purchases

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

	E = Equipment T = Travel I = Indirect Co				Da	ate	<del>-</del>		
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Financial Officer

Page 2 of

Date

Administrator

#### Key Legend

C = Contractual Services

S = Salary & Wages

M = Materials, Supplies, Direct Purchases

E = Equipment

T = Travel

G:\SYINGER\FORMS\3 Pg - Exhibit B.xls

I = Indirect Costs

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

EXHIBIT B (cont'd.)

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ÖFF	PROPRIETOR/PARTNER/EXECUTIVE			<u> </u>	E.L. EACH ACCIDENT	<u>*</u>	····
SPE	s, describe under CIAL PROVISIONS below			·	E.L. DISEASE - EA EMPLOYEE	<del></del>	<del></del>
ОТН					E.L. DISEASE - POLICY LIMIT	<u>\$</u>	
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CRIPTI	ION OF OPERATIONS / LOCATIONS / VEHICLES						
	RE: PROGRAMS AND ACTIVITIES CERTIFICATE HOLDER AS BIND	S OF RUTH RALES JEWISH FI	MILY SERVICE,	INC.	•		
	CERTIFICATE HOLDER AS FUND TO THE TERMS, CONDITIONS,	& EXECUSIONS OF THE POLICE	Insured as re: Y	SPECTS GENERA	L LIABILITY, SUBJEC	T	
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	Admin. Support Manager Exth avenue south		IMPOSE NO OBLIGA	YTUIBALI RO NOITA	F ANY KIND UPON THE INSU	IAE7, IT	B AGENTS OR
	orth FL 33461		REPRESENTATIVES				
		•	AUTHORIZED REPRE	BENTATIVE	FR. Carl		
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<u>A</u>		TRY CEKIIL	ICATE OF LIAB				02/12/2008
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<i>(</i>	C/o ltt:	m Beach County Parks & Recreation n: Admin. Support M O Sixth Avenue Sout	nnager	EXPRACTION OF ANY KIND	NATE THEREOF, THE II WAITTEN NOTICE TO TO MAIL SUCH NOTIC UPON THE INSURER, I	BUUNG MBURER WILL ENDEAM THE CERTIFICATE HOLDER NAME E SHALL IMPORE NO OBLIGATION TO AGENTS OR REPRESENTATI	or to mail Ind to the lept, In or liability
		e Worth, FL 33461		AUTHORIZED REP		Jan Sa	Jul
		•		Edward Bur	Ke/HMT		RPORATION 1