Agenda Item #: 3.M.6.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 6, 2008

[X] Consent [] Ordinance [] Regular [] Public Hearing

Department: <u>Parks and Recreation</u>

Submitted By: <u>Parks and Recreation Department</u>

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Palms West Chamber of Commerce, Inc. for the period May 6, 2008, through June 1, 2008, in an amount not-to-exceed \$10,000 for funding of the SalsaFest Event.

Summary: This funding is to help offset costs incurred by the Palms West Chamber of Commerce for the SalsaFest Event held at Greenacres Community Park on November 3, 2007. Approximately 7,500 people participated in the event. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to October 1, 2007. Funding is from the Recreation Assistance Program (RAP) District 2 Funds. <u>District 2</u> (AH)

Background and Justification: Palms West Chamber of Commerce, Inc. is a not-for-profit leadership organization that serves central Palm Beach County by advocating for a healthy business environment, providing outstanding member services and benefits, offering education regarding the community, and providing information to the public, thereby enhancing the quality of life in Palm Beach County. The SalsaFest Event was a one-day family festival in the City of Greenacres held to celebrate diversity by including Hispanic music, food, dance, and beverages. The event also provided entertainment for children and adults.

The SalsaFest event cost approximately \$85,000 for event rentals, work services, personnel costs, entertainment, fire rescue/police security, marketing support, beverage expense, operational supplies, facility use expenses, insurance, and other miscellaneous expenses relating to the event. The \$10,000 provided from District 2 RAP will help offset a portion of the expenses for the event. The Agreement has been executed on behalf of the Palms West Chamber of Commerce, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:	Daries Illine	4/16/08
	Department Director	Date
Approved by:	Assistant County Administrator	<u>4/30/08</u> Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	-0- <u>10,000</u> -0-) <u>-0-</u> -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-
NET FISCAL IMPACT	<u>10,000</u>	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)					
ls Item Included in Curre Budget Account No.:	nt Budget? Fund <u>360</u>	00 Departmen	No t <u>583</u> Unit _	<u>R902</u>	

Object <u>8201</u> Program <u>N/A</u>

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

Recreation Assistance Program 3600-583-R902-102-8201 District 2

\$10,000

ckopelakis C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

4/28/08

B. Legal Sufficiency:

fract Develops and rent

This Contract complies with our contract review requirements.

4130108 Assistant Count∜

'Attorney

C. Other Department Review:

Department Director

REVISED 10/95 ADM FORM 01

G:\SYINGER\RAP07-08\District 2\Palms West Chamber of Commerce\Agenda.doc

AGREEMENT BETWEEN PALM BEACH COUNTY AND PALMS WEST CHAMBER OF COMMERCE, INC FOR THE SALSAFEST 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 Palms West Chamber of Commerce, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Palms West".

WITNESSETH:

WHEREAS, Palms West is a leadership organization that serves central Palm Beach County by advocating for a healthy business environment, providing outstanding member services, benefits, education, and information, thereby enhancing the quality of life in the western communities; and

WHEREAS, Palms West sponsored the SalsaFest Event (the "Event") at Greenacres Community Park on November 3, 2007, which was attended by approximately 7,500 participants; and

WHEREAS, the Event presented a one day family festival in the City of Greenacres that celebrates diversity by including Hispanic music, food, dance, and beverages; and

WHEREAS, entertainment for children and adults was provided at the Event; and

WHEREAS, the total cost of the event was estimated to be approximately \$85,000 for rentals, work services, personnel costs, entertainment, fire rescue/police security, marketing support, beverage expense, operational supplies, facility use expenses, insurance, and other miscellaneous expenses relating to the Event; and

WHEREAS, Palms West has requested \$10,000 from County to help offset costs for the Event; and

WHEREAS, funding for the Event in an amount not to exceed \$10,000 is available from the Recreation Assistance Program (RAP) District 2; and

WHEREAS, County desires to provide funding for the Event; and

WHEREAS, community events and festivals 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 \$10,000 to Palms West for the Event for rentals, work services, personnel costs, entertainment, fire rescue/police security, marketing

support, beverage expense, operational supplies, facility use expenses, insurance, and other miscellaneous expenses relating to 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 Palms West 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 Palms West. Said information shall list each invoice paid by Palms West and shall include the vendor invoice number; invoice date; and the amount paid by Palms West along with the number and date of the respective check or proof of payment for said payment. Palms West shall attach a copy of each vendor invoice paid by Palms West 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, Palms West's Program Administrator and Project Financial Officer shall certify the total funds spent by Palms West on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Palms West and approved by Palms West as indicated.

3. Palms West incurred expenses for the Project beginning on October 1, 2007. Those costs incurred by Palms West for the Project, approved and submitted accordingly by Palms West subsequent to October 1, 2007, 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 Palms West 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. Palms West warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Palms West 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. Palms West shall be responsible for the operation and maintenance of the Project including all associated costs; and

8. The term of this Agreement shall be until June 1, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Palms West is in default of its obligations under this Agreement, the County shall provide Palms West thirty (30) days written notice to cure the default. In the event Palms West 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 Palms West for the Project deemed to be in default and Palms West shall return any County RAP funds already collected by Palms West 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. Palms West shall complete the Project by March 1, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of October 1, 2007, and March 1, 2008. Palms West shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before June 1, 2008. Upon written notification to County at least ninety (90) days prior to that date Palms West may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Palms West's request for said extension.

12. In the event Palms West 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 Palms West. The determination that Palms West has ceased or suspended the Project shall be made by County and Palms West agrees to be bound by County's determination.

13. Palms West 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 Palms West. 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 Palms West 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 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, Palms West 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 Palms West, 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 Palms West is eligible to receive reimbursement from the County.

16. Palms West 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. Palms West shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Palms West are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Palms West under this Agreement.

Commercial General Liability. Palms West 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. Palms West shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. Palms West shall maintain Worker's Compensation & Employers Liability in accordance with Florida

Statute Chapter 440. Palms West shall provide this coverage on a primary basis.

Additional Insured. Palms West 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." Palms West shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Palms West 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 Palms West 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 Palms West enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Palms West 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 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, Palms West shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Palms West 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 Palms West, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Palms West 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, Palms West 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 Palms West:

President Palms West Chamber of Commerce, Inc. P.O. Box 1062 Loxahatchee, FI 33470

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

By: ____

Deputy Clerk

WITNESSES

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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

By: Commissioner Addie L.Greene, Chairperson PALMS WEST CHAMBER OF COMMERCE, INC. FEI Number: 5923724 By: 1AC ΛΪ Name (T pe or Print) Title: UX ∕₿y: Signàture

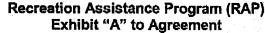
APPROVED AS TO TERMS AND CONDITIONS

By:

Dennis Eshleman, Director Parks and Recreation Department

By:

County Attorney



Mailing Address: P.O. Box 1062, Log abot chee, 2 33470 XM Federal Employer Identification Number: 59-237-24/7 Name of President: Joanna Boynton Name of Executive Director: Jaene Miranda Project Liaison Information: Name: Jaene Miranda Telephone #: 561-790-6200 Fax #: 561-791-2069 e-mail: jaene Palmswest. Com The Palms West Chamber of Commerce. IS a leadership organization that passionately. Servies Central Palm Prach County by advocating for a healthy business environment, providing outstanding member quices, benefits, education, business environment, providing outstanding member quices, benefits, education, enhancing the quality of life in the community Name of Project: SalsaFest Event 1. General (Project Scope): Present a one day formily fistival. in the City of Present a one day formily fistival. in the City of bir cenaeres that deletorates diversity in our communities fistival will include his paric music, food, dance, and beverages. Fistival will include his paric music, food, dance, and beverages. Fistival will be provided for both adults and chickleren. Public Purpose: fresent a cultural event in the western Ummunities of Palm Prach County Location and Date: Greenacres Chumunity Paper, Saturday, November 3, 2007
 Anticipated Number of Participants/Users: 5,000 to 10,000 2, **Project Description** Project Elements: List anticipated broad categories of Expenditure Items 3. such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts. Kentals-\$20,000 Marketing Support 2,000 Beverage Expense 6,000 Operational Supplies 3,000 2,000 Wasse services - 41,000 5,000 facility use expenses Personnel -+ 2,000 Booker to deres Entertainment - #27,000 Miscellaneous 4,000 Personnel Expenses Fire Rescue /Police Security - \$5,000 Insurance 2,000 Contract Services 6,000 Estimated Lump Sum Total for Project: \$85,000 4. 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). October 2001 to December 1, 2007 March 1, 2008 / 27 (W 5. Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the C 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. **Required Attachment:** 6. Certificate of Insurance Atuched \$10,000 Amount of Recreation Assistance Program Funding awarded District 2 (filled in by County) Form available online by request. Contact Susan Yinger at svinger@pbcgov.com EXHIBIT A

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT	PAYMENT	REQUEST

Grantee		Project N	lame:		, , , , , , , , , , , , , , , , , , ,
Submission #:		Reimbursement P	eriod:	. · · .	
Item	Key	Project Costs This Submission	· · · ·	Cumulative Project Costs	
Contractual Services	(C)				
Salary & Wages (% of salaries)	(S)		· <u> </u>		
Materials, Supplies, Direct Purchases	(M)	<u></u>	<u></u>		<u> </u>
Equipment	(E)				. · · · · · · · · · · · · · · · · · · ·
Travel	(T)		• •		
Indirect Costs	(I)				
TOTAL PROJECT COSTS	с. К.				
Key LegendC = Contractual ServicesS = Salary & WagesM = Materials, Supplies, Direct PulE = EquipmentT = TravelI = Indirect Costs	rchases				
Certification: I hereby certify that the above expenses were incurred for the work identified being accomplished in the attached progress reports.	as	been maintained	as required to	hat the documenta o support the proje is available for au	ect
Administrator Date		Financial Officer	· · ·	Date)
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Total Project Costs To Date:		\$			· · · · · · · · · · · · · · · · · · ·
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County Funds Previously Disburse	d	\$			
County Funds Due this Billing		\$			
Reviewed and Approved By:				• •	
	PBC P	roject Administrator		Date	
-	Departr	ment Director	7	Date	

Page 1 of

	C = Contractu S = Salary & M = Materials E = Equipmen T = Travel	Wages s, Supplies, I	<u>nd</u> Direct Purchases	1	PALM BEACH S AND RECREAT UAL SERVICES	ION DEPARTM			EXHIBIT B
	I = Indirect C	Costs			Dat	le			
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	Submittal #:	<u></u>		<u>.</u>			ment Period:		
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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

Page <u>2 of</u>

<u>Key Legend</u> C = Contractual Services

M = Materials, Supplies, Direct Purchases

S = Salary & Wages

E = Equipment **T** = Travel PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

I = Indirect Costs Invoice **Check or Voucher** Payee (Vendor/Contractor) **Expense Description** Amount Number Date Number Date Key # 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

Page <u>3 of</u>

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PALMS WEST CHAMBER INSURANCE FOR YOU

PAGE 01/01

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OASIS GROUP

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	West Palm Beach, Fl	33411	D		
av i	THIS IS TO CERTIFY THAT THE POI INDICATED, NOTWITHSTANDING A	ICIES OF INSURANCE LISTED BELOW IN REQUIREMENT, TERM OR CONDINARY PERTAIN, THE INSURANCE AFFO SUCH POLICIES, LIMITS SHOWN MA	ODED BY THE POUL	IFS DESCRIBED ITE	AMED ABOVE FOR THE POLICY PERIOD UMENT WITH RESPECT TO WHICH THIS REIN IS SUBJECT TO ALL THE TERMS, 3.
R	TYPE OF INSURANCE	Policy Number	POLICY EFFECTIVE DATE (MIN/0D/YY)	POLICY EXPIRATION DATE (MIN/DO/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIME MADE OCCUR OWNER'S & CONTRACTOR'S PROT				GENERAL ADGREGATE 5 PRODUCTS - COMPIOP AGG 5 PERSONAL & ADV INJURY 5 EACH OCCURRENCE 5 FIRE DAMAGE (Any one fire) 9
ŀ					MED EXP (Any one parson) 5
ŀ	ANY AUTO				COMBINED SINGLE LIMIT 5
	ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS				COOLY NUURY
	NON-DWNED AUTOS				(Per acoldent) PROPERTY DAMAGE \$
ł			_		AUTO ONLY - EA ACCIDENT &
	GARAGE LIABILITY				OTHER THAN AUTO ONLY: EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCGURRENCE S
4	OTHER THAN UMBRELLA FORM WORKER'S COMPLIMENTION AND EMPLOYERS' LIABILITY	WC 29-38-687-05	06/01/07	06/01/08	X WC STATU TORY LIMING CIT EL EACH ACCIDENT 3 100 In MISSASE - FOLICY LIMIT 5 100
1	THE PROPRETOTU X INCL.				EL DISEASE - POLICY LIMIT \$ 100 EL DISEASE - EA EMPLOYEE \$ 100
	OTHER	AND EMPLOYERS' LIABILITY	FOR PALMS WE	IT CHAMBER OF	COMMERCE, INC
ĊΝ	L CRETION OF OPERATIONALOCATIONAL ILY THOSE EMPLOYEES LEASE LMS WEST CHAMBER OF COMM	DIORNINOI SPRCOMILATIO	RS OF:		
Ξ.	PALMS WEST CHAMB 13901 SOUTHERN BLV LOXAHATCHEE, FL 33	ER OF COMMERCE, INC /D 1470	SHOULD / EXTERNIC 30 day BUT FAIL OF ANY	N DATE THEREOF, T 18 WRITTEN NOTICE T 10 TO MAIL BUCH NO KIND UPON THE C	ESCRIBED POLICIES BE CANCELLED BEFORE INE IBBUING COMPANY WILL ENDEAVOR TO M O THE GERTERICATE HOLDER NAMED TO THE LE TICE SHALL IMPOSE NO OBLIGATION OR LABILIT TOMOARY, IT'S AGENTS OR REPRESENTATIV INDEPENDENT INSURANCE AGENCY
	DROZE SINAS		and the first of the second		Contraction of the second population