Agenda Item #: 3.M.1.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 3, 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 Jewish Federation of South Palm Beach County, Inc. for the period June 3, 2008, through September 30, 2008, in an amount not-to-exceed \$25,000 for funding of the 2008 Israel Independence Day Celebration.

Summary: This funding is to assist with expenses for the Israel Independence Day Celebration sponsored by Jewish Federation of South Palm Beach County, Inc. at the Mizner Park Amphitheater on May 7, 2008. This event was attended by approximately 5,000 people. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to January 28, 2008. Funding is from the Recreation Assistance Program (RAP) District 5 Funds. <u>District 4</u> (AH)

Background and Justification: The Jewish Federation of South Palm Beach County, Inc. strives to create a sense of community for Jewish people in south Palm Beach County and serves as a Jewish voice in building relations with the non-Jewish community. The 2008 Israel Independence Day Celebration held at Mizner Park featured a public concert with performances by local school groups, an international choir, and a klezmer (Jewish folk music) ensemble. The well attended concert was open to the general public.

The total budget for the 2008 Israel Independence Day Celebration was \$51,500 for facility rental, technical and production costs, contractual services, marketing/advertising, equipment, operational expenses including security and personnel, and other miscellaneous expenses relating to the event. The \$25,000 from District 5 RAP funding will offset nearly half of the cost of the event. The Agreement has been executed on behalf of Jewish Federation of South Palm Beach County, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by	: Danie Lallimo	5/5/08
	Department Director	Daté [′]
Approved by:	Assistant County Administrator	5721 /08 Date

II. FISCAL IMPACT ANALYSIS

2010

2011

2012

2009

A. Five Year Summary of Fiscal Impact: **Fiscal Years**

2008

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Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	<u>-0-</u> 25,000 <u>-0-</u> <u>-0-</u> -0-	-0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0- -0-	-0- -0- -0- -0-
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B. Recommended Sourc	es of Funds/S	ummary of Fis	scal Impact:		
Recreation Assistant District 5 360	<u>ce Program</u> 0-583-R905-08	4-8201	\$25,000		
C. Departmental Fiscal F	Review:	ckope	lakis	i	
	<u>III. R</u> E		ENTS		
A. OFMB Fiscal and/or C	ontract Develo	opment and C	ontrol Comm	ents:	
OFMB & s/is/og B. Legal Sufficiency:	5.15.08		This Contract contract revi	t complies with our ew requirements.	5/19/0 rol 108

Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95 ADM FORM 01

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AGREEMENT BETWEEN PALM BEACH COUNTY AND JEWISH FEDERATION OF SOUTH PALM BEACH COUNTY, INC. FOR FUNDING OF THE 2008 ISRAEL INDEPENDENCE DAY CELEBRATION

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 Jewish Federation of South Palm Beach County, Inc., a Florida not-forprofit Corporation, hereinafter referred to as "Jewish Federation".

WITNESSETH:

WHEREAS, Jewish Federation strives to create a sense of community for Jewish people in south Palm Beach County and serves as a Jewish voice in building relations with the non-Jewish community; and

WHEREAS, Jewish Federation is sponsoring the 2008 Israel Independence Day Celebration (Celebration) at the Mizner Park amphitheater on May 7, 2008; and

WHEREAS, the Israel Independence Day Celebration (the Celebration) includes a public concert with performances by local school groups, an international choir, and a klezmer (Jewish folk music) ensemble; and

WHEREAS, approximately 5,000 people are anticipated to attend the Celebration; and

WHEREAS, the total cost of the Celebration is estimated to be approximately \$51,500 for facility rental, technical and production costs, contractual services, marketing/advertising, equipment, operational expenses including security and personnel, and other miscellaneous program expenses; and

WHEREAS, Jewish Federation has requested that County provide \$25,000 to help offset expenses for the Celebration; and

WHEREAS, funding for the Celebration in an amount not-to-exceed \$25,000 is available from the Recreation Assistance Program (RAP) - District 5; and

WHEREAS, multi-cultural community festivals and events 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 \$25,000 to Jewish Federation for the Israel Independence Day Celebration on May 7, 2008, for facility rental, technical and production costs, contractual services, marketing/advertising, equipment, operational expenses including security and personnel, 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 Jewish Federation 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 Jewish Federation. Said information shall list each invoice paid by Jewish Federation and shall include the vendor invoice number; invoice date; and the amount paid by Jewish Federation along with the number and date of the respective check or proof of payment for said payment. Jewish Federation shall attach a copy of each vendor invoice paid by Jewish Federation 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, Jewish Federation's Program Administrator and Project Financial Officer shall certify the total funds spent by Jewish Federation on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Jewish Federation and approved by Jewish Federation as indicated.

3. Jewish Federation incurred expenses for the Project beginning on January 28, 2008. Those costs incurred by Jewish Federation for the Project, approved and submitted accordingly by Jewish Federation subsequent to January 28, 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 Jewish Federation 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. Jewish Federation warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Jewish Federation 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.

7. Jewish Federation shall be responsible the operation and maintenance of the Project including all associated Project costs.

8. The term of this Agreement shall be until September 30, 2008, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Jewish Federation is in default of its obligations under this Agreement, the County shall provide Jewish Federation thirty (30) days written notice to cure the default. In the event Jewish Federation 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 Jewish Federation for the Project deemed to be in default and Jewish Federation shall return any County RAP funds already collected by Jewish Federation 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. Jewish Federation shall complete the Project by June 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 28, 2008, through June 30, 2008. Jewish Federation shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before September 30, 2008. Upon written notification to County at least ninety (90) days prior to that date Jewish Federation may request an extension beyond this period for the purpose of completing the Project.

County shall not unreasonably deny Jewish Federation's request for said extension.

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

13. Jewish Federation 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 Jewish Federation. 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 Jewish Federation 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, Jewish Federation 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 Jewish Federation, 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 Jewish Federation is eligible to receive reimbursement from the County.

16. Jewish Federation 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. Jewish Federation shall agree to provide County with at least ten (20) 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 Jewish Federation are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Jewish Federation under this Agreement.

Commercial General Liability. Jewish Federation 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. Jewish Federation shall provide this coverage on a primary basis.

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

Additional Insured. Jewish Federation 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." Jewish Federation shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Jewish Federation 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 Jewish Federation 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 Jewish Federation enter into such an agreement on a pre-loss basis.

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

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

19. The County and Jewish Federation 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, Jewish Federation 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 Jewish Federation:

Director

Jewish Federation of South Palm Beach County, Inc. 9901 Donna Klein 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**

WITNESSES:

By: Commissioner Addie L. Greene, Chairperson

JEWISH FEDERATION OF SOUTH PALM BEACH COUNTY, INC. FEI Number: 591945109

By: MEL LOWELL Name (Type or Print) Title: ELEC. V.P., OILLATIONS, FINANCE By: Signature

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

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

By:

County Attorney

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

Name of Agency: Jewish Federation of South Palm Beach County, Inc. 14620 South Military Trail

Mailing Address: 9901 Donna Klein Boulevard, Boca Raton, FL 33428

Federal Employer Identification Number: 85-80125846776-3 5919#5109

Name of President: Name of Executive Director: Project Liaison Information: Stewart G. Harris William S. Bernstein

Name: Elise Dolgow Telephone #: 561-852-3170 Fax #: 561-852-3396 e-mail: Elised@bocafed.org

Purpose/Mission of Agency:

The Jewish Federation of South Palm Beach County serves the cites of Boca Raton, Delray Beach and Highland Beach, raising funds to help Jews locally, in Israel and more than 60 countries. These funds enable the Federation to plan for and address the philanthropic, cultural, educational, and social-service needs of the south county Jewish community.

PROJECT INFORMATION

- Name of Project: 2008 Israel Independence Day Celebration
 Project Description
 - General (Project Scope):

To hold a concert for the public to celebrate Israel Inclependence Day. Performances by several school groups, an international choir, and a klezmer ensemble.

Public Purpose:

Bring the community together for a free, community-wide celebration of Israel Independence Day.

 Location and Date: Mizner Park Amphitheater May 7, 2008

 Anticipated Number of Participants/Users: 5,000

3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational

EXHIBIT A Page 1

5618523150

expenses, equipment, and "Other Miscellaneous Project expenses". Do not incluce expenditure line item budget/ amounts.

Facility rental, technical and production, contractual services marketing/advertising, equipment, operational expenses (includes security and personnel), and other miscellaneous project expenses.

4. Estimated Lump Sum Total for Project: \$____51,500___

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). __01-28-08_____ to __06-30-08_____

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. <u>Do not submit reimbursement documentation at this time.</u> 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 Attachment: Certificate of Insurance <u>X</u>

Amount of Recreation Assistance Program Funding awarded

\$ 25,000 District 5 (filled in by County)

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

EXHIBIT A Page 2

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date

Grantee:			Proje	ect Name: _		
Submission #:			Reimburseme	nt Period:		
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Certification: I hereby ce expenses were incurred being accomplished in th reports.	rtify that the above for the work identified a		been mainta	ined as requi	rtify that the documenta red to support the proje and is available for au	ect
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Page 1 of

Key Legend C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Purchases E = Equipment T = Travel					PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT ONTRACTUAL SERVICES PURCHASE SCHEDULE				EXHIBIT B	
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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

Date

Page 2 of

Key Legend C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct Purchases E = Equipment T = Travel J = Indirect C

I = Indirect Costs

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIBIT B (cont'd.)

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Financial Officer

Date

Page <u>3 of</u>

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	ACORD CERTIFIC				<u> </u>	
-	ACOAD, CERTIN	CATE OF LIABIL			OP ID NX JEWFE02	03/19/08
Gat Foj 24 :	teway Insurance Agency tr Lauderdale Branch 30 W. Oakland Fark Blvd rt Lauderdale FL 33311	• •	ONLY AND HOLDER	CONFERS NO RI	ED AS A MATTER OF INF GHTS UPON THE CERTI E DOES NOT AMEND, EX FORDED BY THE POLICI	FICATE
Pho	one:954-735-5500 Fax:9	54-735-2852	INSURERS A	FORDING COVE	RAGE	NAIC #
INBUI	Jewish Federation Federation Transpo	of S. Palm	INSURER A:		Irance Company	
	Serviese The "		INSURER B: INSURER C.	Philadelphia Ins. Zurich Insu		18058
	Beach County, Inc 9901 Donna Riein I Boca Raton FL 3342	Soulevard 28	INSURER D:			
cov	/ERAGES		INSURER E:			· .
MA	E POLICIES OF INSURANCE LISTED BELOW HAILE IY REQUIREMENT, TERM OR CONDITION OF A YY C IY PERTAIN, THE INSURANCE AFFORDED BY THE DLICIES AGGREGATE LIMITS SHOWN MAY HAVE &	POLICIES DESCRIBED HEREAUS SUBJECT	CONCAY WO MAN HALLY DA	COMMENT OF THE SAME AND	AA	
VER LTR	ADDU INSRO TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION DATE (MM/DO/YY)	LIMIT	2
	GENERAL LIABILITY				EACH OCCURRENCE	Ŧ
	COMMERCIAL GENERAL LIABILI"Y				PREMISES (Eg occurence)	£
1	CLAIMS MADE OCCUF				MED EXP (Any one person)	\$
			•		PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	6
	GEN'L AGGREGATE LIMIT APPLIES PER:			1. A	PRODUCTS - COMP/OP AGG	\$
						*
в	AUTOMOBILE LABILITY X ANY AUTO ALL OWNED AUTOS	PHPK270981	11/01/07	05/28/08	COMBINED SINGLE LIMIT (Far accident)	\$ 1000000
	SCHEDULED AUTOS				BODILY INJURY (Por person)	\$
	NON-OWNED AUTOS				BODILY INJURY (Per accident)	t
					PROPERTY DAMAGE (Par accident)	Ę
	GARAGE LIABILITY	· .			AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
					AGGREGATE	5
1						1
	DEDUCTISLE					\$
_	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	2067184003	04/01/07	04/01/08		\$ 1000000
						\$ 1000000
	Il y95, describe under SPECIAL PROVISIONS Delow					\$1000000
	other Lease/Rent Equip	CP02881158	05/28/06	05/28/07	Lsd/Rent	100,000
isci Lef	RIPTION OF OPERATIONS / LOCATIONS / VENICE : Israel Under the Star	E3 / EXCLUSIONS ADDED BY ENDORSEN	ENT/SPECIAL PROVIS		Ded	10,000
đ£	: Israel Under the Star	s event taking plac	e on 5/7/08	at Mizner	Park.	
						
ER1	TIFICATE HOLDER		CANCELLATI			
		PALBE2			ED POLICIES BE CANCELLED BE	FORE THE EXPIRATION
	DATM BEACH CATHER	14aa	DATE THEREOF,	THE ISSUING INSURER	WILL ENDEAVOR TO MAIL	0 DAYS WRITTEN
	PALM BEACH COUNTY PARKS & RECREATION	DOCC .	NOTICE TO THE	CERTIFICATE HOLDER	NAMED TO THE LEFT, BUT FAIL	JRE TO DO SO SHALL
	ADMIN SUPPORT MAKA	GER.			OF ANY KIND UPON THE INSURE	
	2700 6TH AVENUE 30	JTH	REPRESENTATIV			
	LAKEWORTH FL 33461	•	AUTHORIZED REP	RESPRITATIVE 1		
		· · · · · · · · · · · · · · · · · · ·	y y	KY Att		
OF	RD 25 (2001/08)				© ACORD C	ORPORATION 198