Agenda Item #: 3.M.4.

# PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

# AGENDA ITEM SUMMARY

Meeting Date: July 8, 2008	[X] Consent [ ] Ordinance	[] Regular [] Public Hearing
Department: Parks and Recreation		
Submitted By: Parks and Recreation Departmen	<u>nt</u>	
Submitted For: Parks and Recreation Department	<u>nt</u>	
I. EXECUTIV	E BRIEF	
Motion and Title: Staff recommends motion to ap of Florida, Inc. for the period July 8, 2008, through \$18,500 for funding of the Asian Food Fair and Cult	October 31, 2008, i	
Summary: This funding is to help offset costs for the the Bangladesh Association of Florida, Inc. at Old Sc 2008. Approximately 10,000 people attended the eve of eligible expenses incurred subsequent to Janua Assistance Program (RAP) District 2 (\$5,000), Dis (\$2,500) and District 7 (\$5,000) Funds. District 7 (All	hool Square in Delra ent. This Agreement a ary 1, 2008. Fund strict 4 (\$5,000), Di	ny Beach on April 19 and 20, allows for the reimbursement ing is from the Recreation
Background and Justification: The Bangladesh As profit corporation in the State of Florida serving the Band preserve the culture of Bangladesh, to proving population, to promote the country of Bangladesh is cooperation among members of the community, and in the United States. The Asian Food Fair and Cultibooths with Asian foods, costumes, books, antiquities and children's activities.	angladesh population de emergency assi n the United States, to facilitate the integ ural Show 2008 feat	n. Its purpose is to promote stance to the Bangladeshi to exchange good will and ration of Bangladeshi settled tured performing artists and
The total cost of the Asian Food Fair and Cultural Shotents, children's activities and amusements, cultural Beach, site rentals, and other miscellaneous expedistricts 2, 4, 5, 6 and 7 RAP will offset a portion of the executed on behalf of Bangladesh Association of Floragard of County Commissioners.	groups, services pronses related to the the cost of the event	ovided by the City of Delray event. The \$18,500 from . The Agreement has been
Attachment: Agreement		
Recommended by: Department Director		6/16/08 Date
Approved by:  Assistant County Admi	nistrator	7/./08 Date

# **II. FISCAL IMPACT ANALYSIS**

A.	<b>Five</b>	Year	Summary	of Fiscal	Impact:
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Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	18,500 -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	<u>18,500</u>	0-	0	0	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	0	1000			
Is Item Included in Currer Budget Account No.:	nt Budget? Fund <u>3600</u> Object <u>820</u>	Departmen		arious	

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

Recreation As	sistance Program	
District 2	3600-583-R902-107-8201	\$5,000
District 4	3600-583-R904-099-8201	\$5,000
District 5	3600-583-R905-085-8201	\$1,000
District 6	3600-583-R906-174-8201	\$2,500
District 7	3600-583-R907-156-8201	\$5,000
		\$18,500

C. Departmental Fiscal Review: Ckopelakus	
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# **III. REVIEW COMMENTS**

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

atwilhite 4.24.08	Contract	Jacob 6 D6 69 t Development and Control
B. Lega/Sufficiency:	5 4 3 100 b 25 0	This Contract complies with our
	,	contract review requirements.
Jan 7/1/08	. :	
Assistant County Attorney		
C. Other Department Review:		

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Department Director

REVISED 10/95

G:\SYINGER\RAP07-08\District 4\Asian Food Fair ^ Cultural Show 2008\Agenda.doc

# AGREEMENT BETWEEN PALM BEACH COUNTY AND BANGLADESH ASSOCIATION OF FLORIDA, INC. FOR THE ASIAN FOOD FAIR AND CULTURAL SHOW 2008

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 Bangladesh Association of Florida, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Bangladesh."

### WITNESSETH:

WHEREAS, Bangladesh is the only not-for-profit organization in the State of Florida serving the Bangladesh population; and

WHEREAS, the purpose of Bangladesh is to promote and preserve the culture of Bangladesh; to provide emergency assistance to the Bangladeshi population, to promote the country of Bangladesh in the United States of America, to exchange goodwill and cooperation among members of the community; and to facilitate the integration of Bangladeshi settled in the United States of America; and

WHEREAS, for fifteen years Bangladesh has provided the annual Asian Food Fair and Cultural Show to showcase the Asian Culture of South Florida and promote cultural diversity in the local communities; and.

WHEREAS, the Asian Food Fair & Cultural Show 2008 (the Event) was held on April 19, 2008, and April 20, 2008, at Old School Square in Delray Beach; and

WHEREAS, the Event featured performing artists and booths with Asian foods, costumes, books, antiquities, and musical products; and

WHEREAS, the Event cost approximately \$60,000; and

WHEREAS, Bangladesh has requested \$18,500 from County to assist with expenses for the Event for fencing, tents, children's activities and amusements, cultural groups, service provided by the City of Delray Beach, site rentals, and other miscellaneous expenses related to the Event; and

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

WHEREAS, funding for the Event in an amount not to exceed \$18,500 is available from the Recreation Assistance Program (RAP) Districts 2 (\$5,000), 4 (\$5,000), 5 (\$1,000), 6 (\$2,500), and 7 (\$5,000) for a total of \$18,500; and

WHEREAS, multi-cultural cultural events 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 \$18,500 to Bangladesh for the Asian

Food Fair and Cultural Show 2008 for fencing, tents, children's activities and amusements, cultural groups, service provided by the City of Delray Beach, site rentals, and other miscellaneous expenses related 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 Bangladesh 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 Bangladesh. Said information shall list each invoice paid by Bangladesh and shall include the vendor invoice number; invoice date; and the amount paid by Bangladesh along with the number and date of the respective check or proof of payment for said payment. Bangladesh shall attach a copy of each vendor invoice paid by Bangladesh 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, Bangladesh's Program Administrator and Project Financial Officer shall certify the total funds spent by Bangladesh on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Bangladesh and approved by Bangladesh as indicated.
- 3. Bangladesh incurred expenses for the Project beginning on January 1, 2008. Those costs incurred by Bangladesh for the Project, approved and submitted accordingly by Bangladesh subsequent to January 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 Bangladesh 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. Bangladesh warrants that it is an active not for profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. Bangladesh 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. Bangladesh shall be responsible the operation and maintenance of the Project, including all associated costs.
  - 8. The term of this Agreement shall be until October 31, 2008, commencing upon the date of

execution by the parties hereto.

- 9. The parties agree that, in the event Bangladesh is in default of its obligations under this Agreement, the County shall provide Bangladesh thirty (30) days written notice to cure the default. In the event Bangladesh 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 Bangladesh for the Project deemed to be in default and Bangladesh shall return any County RAP funds already collected by Bangladesh 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. Bangladesh shall complete the Project by July 31, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 1, 2008, through July 31, 2008. Bangladesh shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before October 31, 2008. Upon written notification to County at least ninety (90) days prior to that date Bangladesh may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Bangladesh's request for said extension.
- 12. In the event Bangladesh 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 Bangladesh. The determination that Bangladesh has ceased or suspended the Project shall be made by County and Bangladesh agrees to be bound by County's determination.
- 13. Bangladesh 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 Bangladesh. 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 Bangladesh 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, Bangladesh 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 Bangladesh, 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 Bangladesh is eligible to receive reimbursement from the County.

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

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

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

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

**Waiver of Subrogation**. Bangladesh 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 Bangladesh 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 Bangladesh enter into such an agreement on a preloss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Bangladesh 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, Bangladesh shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.
- 18. Bangladesh 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 Bangladesh, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.
- 19. The County and Bangladesh 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, Bangladesh 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 Bangladesh:

President Bangladesh, Inc. 1104 Hatteras Circle Greenacres, FI 33413

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				
Deputy Clerk  WITNESSES:  Why E. Blake  Jerouca Junett	By: Commissioner Addie L. Greene, Chairperson  BANGLADESH ASSOCIATION OF FLORIDA, INC.  FEI Number: 65-0262420  By: MOHAMMED EMRAN  Name (Type or Print)  Title: PRESIDENT  By: Signature				
APPROVED AS TO FORM AND LEGAL SUFFICIENCY  By: County Attorney	By: Dennis Eshleman, Director Parks and Recreation Department				

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

Name of Agency: Bangladesh Association ofFlorida, Inc. 1104 Hatteras Circle Greenacreas, FL 33413

Federal Employer Identification Number: 650262420

Name of President: MOHAMMED EMERA

Name of Executive Director: M. RAHMAN JAHIR

Project Liaison Information:

Name: mothermoto concan

Telephone #: 561-389-8844
Fax #: 561-965-7487
e-mail: alliancepetro@aor-com

Purpose/Mission of Agency:

DIVERSITY OF CULTURAL ACTIVITIES.

### PROJECT INFORMATION

- 1. 2. Name of Project: Asian Food Fair and Cultural Show 2008
- Project Description
  - General (Project Scope): diversity Asim Community
  - Public Purpose:
  - APRIL 19 and 20TH, SAT & SUNDAY Location and Date:
  - Anticipated Number of Participants/Users: 10,000
- 3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts. fenced, Tents, Children arnuements, cultural group, service from Cuty of Belray Beach, Old School Square Ground etc.
- \$ 60,000 4. Estimated Lump Sum Total for Project:
- 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)

January 1, 2008 to July 31, 2008

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

6. Required Attachment: Certificate of Insurance

Contificate attached

Amount of Recreation Assistance Program Funding awarded \$18 500

District 2 (\$5,000), District 4(\$5,000),
District 5 (\$1,000), District 7 (\$5,000)

18,500

District 6 (\$2,500)

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



Grantee: \_

# PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

# **CONTRACT PAYMENT REQUEST**

Date

Project Name: \_

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

	Grantee:				•	Project Name:		
	Submittal #:						ement Period:	
			Check or \	/oucher		Invoice		
Payee (Vendor/0	Contractor)	Key	Number	Date	Numb	er Date	Amount	Expense Description
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Certification: I h accomplishing th	ereby certify that the pur is project	chases n	oted above were	used in	Certification: documentatio request.	I hereby certify that he have been maintain	bid tabulations, executed of ined as required to suppor	contract, cancelled checks, and other purchasing the costs reported above and are available for audit upon
	ministrator		Date					Date

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

I = Indirect Costs

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

**EXHIBIT B** (cont'd.)

<b></b>	•••••	Check or	Voucher	Invoi	ce			
Payee (Vendor/Contractor)	Key	Number	Date	Number	Date	Amount	Expense Description	
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Certification: I hereby certify that the	purchases r	noted above were	e used in	Certification: 11	hereby certify th	at bid tabulations, executed	contract, cancelled checks, and	
accomplishing this project.				other purchasin	g documentatio	n have been maintained as	required to support the costs	
				reported above	and are availab	le for audit upon request.		
		•						
				•	Financial Office		to.	
		Date			Financial Officer	บล	ate .	

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"		1104 Hatters Circle	IOI RIA	INSURER B:			
		West Palm Beach, FL 33413		INSURER C			
				INSURER D	***		
i	OVER/	A&SC	***	NSURER E:			
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l		GENERAL LIABILITY	1			EACH OCCURRENCE	\$ 1,000,00
_	_	COMMERCIAL GENERAL LIABILITY  CLAIMS MADE COCCUR	GL0710087	04/18/08	04/21/08	DAMAGE TO RENTED PREMISES (Ea podujance) MED EXP (Any one person)	\$100,00
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		AUTOMOBILE LIABILITY  ANY AUTO				COMBINED SINGLE LIMIT	, , , , , , , , , ,
		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	·
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3pe	cial E	vent, Asian Food & Fair ਜਾ ਨਮ	School Square, Cult	ural Art Cente	r. 51 N. Swinte	in Ave. Delray Beach, F	33444
ær	imcat	e holder is an additional insured	<b>i</b> ,			· · · · · · · · · · · · · · · · · · ·	
CE	RTIFIC	ATE HOLDER		CANCELLATE			
		Palm Beach County Board of County Commissions	er.	SHOULD ANY OF EXPIRATION DAT 30 DAYS I THE LEFT, BUT F OF ANY KIND UP	THE ABOVE DESC IS THEREOF, THE IS WRITTEN NOTICE T AILURE TO DO SO ON THE INDURERY	RIBED POLICIES BE CANCELLE SSUING INSURER WILL ENDEA TO THE CERTIFICATE HOLDER I SHALL IMPOSE NO OBLIGATION IÇAGENTS OR REPRESENTAT	VOR TO MAIL NAMED TO N OR LIABILITY
- 7				AUTHORIZED RE	PRESENVATIME		
AC	ORD 24	(2001/08)			·		