Agenda Item #: 3.M.4.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 3, 2009	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department: Parks and Recreation		
Submitted By: Parks and Recreation	Department	
Submitted For: Parks and Recreation	<u>Department</u>	
<u>I. E</u>	EXECUTIVE BRIEF	
Motion and Title: Staff recommends moderate Ministries, Inc. for the period February 3 exceed \$7,000 for adult and youth recrease	, 2009, through December	nt with Jesus and You Outreach 1, 2009, in an amount not-to-
Summary: This funding is to assist with co for adult and youth recreational programs Approximately fifty adults and twenty five a allows for the reimbursement of eligible p Funding is from the Recreation Assistance	for participants who predom at-risk youth are served by th project costs incurred subse	inantly reside in Riviera Beach. lese programs. The Agreement equent to December 15, 2008.
Background and Justification: J.A.Y. is whose mission is to recover lives, restored alcohol addiction. J.A.Y.'s adult and youth activities, and after-care programs for addiction.	families, and revitalize neigh n recreational programs inclu	borhoods affected by drug and
J.A.Y.'s adult and youth recreational process, insurance, food, equipment, supplied these programs. The \$7,000 from District recreational programs. The Agreement Ministries, Inc., and now needs to be app	es, activities, and other miso t 7 RAP funding will help offs has been executed on beha	cellaneous expenses related to set costs for the adult and youth alf of Jesus and You Outreach
Attachment: Agreement		
	·	
Recommended by: Department D	Wingston .	1/13/ ₀ 9
Approved by:	unty Administrator	//23/09 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	of Fiscal Imp	pact:			
Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	7,000 -0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-
NET FISCAL IMPACT	7,000	0-	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)			427.20		
Is Item Included in Curre Budget Account No.:		0 Departmen		R917	
B. Recommended Source	ces of Fund	s/Summary of	Fiscal Impact:	1	
FUND: Park Improv UNIT: RAP/Transpo	ement Funda ortation Impro	Recreation Assovement Fund-I	sistance Progra District 7	m .	
3600-583-R917-017	7-8201	\$7,000	•		·
C. Departmental Fiscal	Review:	ckopeli	rkis		
	<u>111.</u>	REVIEW COM	MENTS		
A. OFMB Fiscal and/or 0	Contract De	velopment and	Control Com	ments:	
DEMB & 1.2/ B. Legal Sufficiency:	-09 CNSI	9 14 11201001	Contract Devel	ract complies with or	
Assistant County Attorn	<u>t 1/23/0</u>	<u> 2</u> 9	contract re	eview requirements.	,
C. Other Department Re	eview:				
Department Director					

REVISED 10/95 ADM FORM 01

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AGREEMENT BETWEEN PALM BEACH COUNTY AND JESUS AND YOU OUTREACH MINISTRIES, INC. FOR ADULT AND YOUTH RECREATION PROGRAMS

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 Jesus and You Outreach Ministries, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "J.A.Y".

WITNESSETH:

J.A.Y. is a not-for-profit, charitable, non-denominational, nonreligious outreach organization whose mission is to recover lives, restore families, and revitalize neighborhoods affected by drug and alcohol addiction; and

WHEREAS, J.A.Y. provides year-round recreational programs to both adults and atrisk youth predominantly from Riviera Beach; and

WHEREAS, recreational programs provided by J.A.Y. include arts and crafts, recreational, and after-care programs which serve approximately fifty (50) adults and approximately twenty five (25) at-risk youth; and

WHEREAS, J.A.Y.'s recreational programs cost approximately \$20,000 annually; and

WHEREAS, J.A.Y. has requested that County provide \$7,000 to help offset expenses for its recreational programs for personnel costs, insurance, food, equipment, supplies, activity costs, and other miscellaneous expenses related to the programs; and

WHEREAS, funding for J.A.Y.'s recreational programs in an amount not-to-exceed \$7,000 is available from the Recreation Assistance Program (RAP) District 7; and

WHEREAS, recreational programs for adults and youth are deemed 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 \$7,000 to J.A.Y. for the recreational programs for personnel costs, insurance, food, equipment, supplies, activity costs, and other miscellaneous expenses related to the programs 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 J.A.Y. 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 J.A.Y. Said information shall list each invoice paid by J.A.Y. and shall include the vendor invoice number; invoice date; and the amount paid by J.A.Y. along with the number and date of the respective check or proof of payment for said payment. J.A.Y. shall attach a copy of each vendor invoice paid by J.A.Y. 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, J.A.Y.'s Program Administrator and Project Financial Officer shall certify the total funds spent by J.A.Y. on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by J.A.Y. and approved by J.A.Y. as indicated.
- 3. J.A.Y. incurred expenses for the Project beginning on December 15, 2008. Those costs incurred by J.A.Y. for the Project, approved and submitted accordingly by J.A.Y. subsequent to December 15, 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 J.A.Y. 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. J.A.Y. warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.
- 6. J.A.Y. 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, gender identity or expression.

- 7. J.A.Y. shall be responsible for the operation and maintenance of the Project, including all associated costs.
- 8. The term of this Agreement shall be until December 1, 2009, commencing upon the date of execution by the parties hereto.
- 9. The parties agree that, in the event J.A.Y. is in default of its obligations under this Agreement, the County shall provide J.A.Y. thirty (30) days written notice to cure the default. In the event J.A.Y. 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 J.A.Y. for the Project deemed to be in default and J.A.Y. shall return any County RAP funds already collected by J.A.Y. 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. J.A.Y. shall complete the Project by August 31, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of December 15, 2008, through August 31, 2009. J.A.Y. shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 1, 2009. Upon written notification to County at least ninety (90) days prior to that date J.A.Y. may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny J.A.Y.'s request for said extension.
- 12. In the event J.A.Y. 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 J.A.Y. The determination that J.A.Y. has ceased or suspended the Project shall be made by County and J.A.Y. agrees to be bound by County's determination.
- 13. J.A.Y. 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 J.A.Y. 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 J.A.Y. 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, J.A.Y. 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 J.A.Y., 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 J.A.Y. is eligible to receive reimbursement from the County.

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

Commercial General Liability. J.A.Y. 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. J.A.Y. shall provide this coverage on a primary

basis.

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

Additional Insured. J.A.Y. 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." J.A.Y. shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. J.A.Y. 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 J.A.Y. 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 J.A.Y. enter into such an agreement on a pre-loss basis.

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

auditor.

18. J.A.Y. 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 J.A.Y.,

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

evidence during normal business hours.

19. The County and J.A.Y. 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, J.A.Y. 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

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As to J.A.Y.:

President Jesus and You Outreach Ministries, Inc. P.O. Box 10521 Riviera Beach, FI 33404

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 John F. Koons, Chairman
WITNESSES: Senda Pelami 500 MM	JESUS AND YOU OUTREACH MINISTRIES, INC. EIN Number: 65-0452075 By: Robert Chelden Name (Type or Print) Title: Destation By: Make & G. Gelen, Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: County Attorney	APPROVED AS TO TERMS AND CONDITIONS By:

Parks and Recreation Department

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

Name of Agency: Jesus and You Outreach Ministries (J.A.Y.), Inc.

Address: P.O. Box 10521, Riviera Beach, Fl 33419

Employer Identification Number: 65-0452075

Name of President: Bob Felder

Name of Executive Director: Bob Felder

Project Liaison Information: Name: Bob Felder Telephone #: 842-4276

Fax #: 881-9538

e-mail: brobob@jayministry.org

PROJECT INFORMATION

- 1. Name of Project: Adult and Youth Recreation Programs
- 2. Project Description
 - General (Project Scope): provide year-round recreational programs to adults and at-risk youth predominantly in the Riviera Beach area
 - Public Purpose: recover lives, restore families, and revitalize neighborhoods affected by drug and alcohol addiction
 - Location of Programs: 2831 "S" Avenue, Riviera Beach
 - Anticipated Number of Participants/Users: approximately 50 men and 25 youth
- 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.

Personnel costs, insurance, food, equipment, supplies, activity costs and other miscellaneous recreational program expenses

- 4. Estimated Lump Sum Total for Project: \$20,000 annually
- 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). December 15, 2008, to August 31, 2009

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. 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 Attachments: Certificate of InsuranceX		
Amount of Recreation Assistance Program Funding awarded	\$ 7,000 District	7
Form available online by request. Contact Susan Yinger at syinger@pbcgov.com	(filled in by Cou	nty)



PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

Date

Grantee:	**************************************	Project Name:		
Submission #:		Reimbursement Period:	· · · · · · · · · · · · · · · · · · ·	
ltem	Key	Project Costs This Submission	Cumulative Project Costs	
Contractual Services	(C)			
Salary & Wages (% of salaries)	(S)		· .	
Materials, Supplies, Direct Purchases	(M)			
Equipment	(E)	·		
Travel	(T)	<u> </u>	· ·	
Indirect Costs	(I)			
TOTAL PROJECT COSTS	s			
C = Contractual Services S = Salary & Wages M = Materials, Supplies, Direct E = Equipment T = Travel I = Indirect Costs				
Certification: I hereby certify that the above expenses were incurred for the work identified being accomplished in the attached progress reports.		been maintained as requir	tify that the documentation hed to support the project and is available for audit upo	
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 Disbur	sed	\$		
County Funds Due this Billing		\$	· · · · · · · · · · · · · · · · · · ·	
Reviewed and Approved By:	PBC P	roject Administrator	 Date	
		. Spoot / tarriir noti attor		
	D	ment Director	Date	. 4



Key Legend

C = Contractual Services

S = Salary & Wages

M = Materials, Supplies, Direct Purchases

E = Equipment

T = Travel

I = Indirect C

PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

EXHIE	BIT	В
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Subm	ittal #:			Con	ract Reimburseme	ent Period:	
		Check or \	Voucher	Invo	oice		
ayee (Vendor/Contractor)	Key	Number	Date	Number	Date	Amount	Expense Description
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					TOTAL \$		
Certification: I hereby certify that complishing this project.	t the purchases r	noted above were	used in	Certification: I here documentation have request.	eby certify that bid re been maintained	tabulations, executed co l as required to support th	ntract, cancelled checks, and other purchasing ne costs reported above and are available for audit upo

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ACORD 25 (2001/08)

From: Andrea Burt At: Massey, Clark, Fischer FaxID: Massey Clark Fischer To: Ministrie Date: 1/5/2009 02:52 PM Page: 4 of 6

1042 TO THE INSURED N	ONLY / HOLDE ALTER	ERTIFICATE IS IS AND CONFERS NO ER. THIS CERTIFIC THE COVERAGE RS AFFORDING CO Nautilus Advantage Work DLICY PHRIOD INDICATE THIS CERTIFICATE MAY MIS, EXCLUSIONS AND CO THE POLICY EXPRANT Y) DATE (MINIODIY)	BUED AS A MATTER OF INID RIGHTS UPON THE CERTATE DOES NOT AMEND, E AFFORDED BY THE POLICE OF ENDER OF ENDER OF ENDER OF ENDER OF EUROPE	IFFICATE XXTEND OR ILES BELOW. NAIC #
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228	10/04/0	08 10/04/0	PREMISES (Ea occurrence) MED EXT (Any one person) PERSONAL & ADV (MILERY GENERAL AGGREGATE: PRODUCTS - COMP/OP AGG	\$1,000 \$500,000 \$1,000,000
			PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPAR AGG	\$ 500,000 \$ 1,000,000
			GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000
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				1 200,000
			COMBINED SINGLE LIMIT	· ·
			LCOMBINED SINGLE LIMIT	70.444
	·		(Ea ecoldent)	\$
			HODILY INJURY	
			(Per person)	\$
			BODILY INJURY	
			(Por accident)	\$
			PHOPERTY DAMAGE (Per accident)	¢ .
			AUTO ONLY - EA ACCIDENT	1
			FA 455	
			OTHER THAN AUTO ONLY	3
			FACH OCCURRENCE	\$
			AGGREGATE	\$
				\$
	}) 14 14 manufacturing and an ex-	\$
			WASTATIC I'' TOTAL	\$
••	22 /22 /2			1.00000
13	02/28/0	02/28/0	·	\$ 100000
				500000
			E.C. DISCASE * POLIC.T (198)	3 30000
		-		
	pplies exc	ONE ADDED BY ENDORSEMENT / SPECIAL PRI	ONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS POLICE EXCEPT FOR 10 days notice	FACH OCCURRENCE: AGGREGATE Mac Mac