

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 7, 2009

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with the Village of Palm Springs for the period July 7, 2009, through December 30, 2009, in an amount not-to-exceed \$30,000 to create the Palm Springs Teen Center.

Summary: This funding is to offset the cost of expenses to relocate and renovate a 2001 surplus School District trailer to be used for the Palm Springs Teen Center. The Teen Center will serve approximately 100 teenagers. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to May 31, 2009. Funding is from the Recreation Assistance Program (RAP) District 3 Funds. District 3 (AH)

Background and Justification: The Village of Palm Springs plans to relocate and renovate a 2001 surplus double-wide classroom trailer from Roosevelt Middle School to the Village of Palm Springs to be used as a community center for teens. Proposed renovations to the trailer include new flooring, window treatments, paint, electrical connections, exterior landscaping and aesthetic improvements, as well as equipping the trailer with furniture, electronic equipment, game equipment, and other miscellaneous improvements.

The amount needed by the Village of Palm Springs to complete the Teen Center project is \$30,000. The \$30,000 from District 3 RAP funding will offset the project expenses. The Agreement has been executed on behalf of the Village of Palm Springs, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

6/12/09
Date

Approved by: 
Assistant County Administrator

6/30/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>30,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>30,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 3600 Department 583 Unit R913
 Object 8101 Program N/A

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

FUND: Park Improvement Fund/Recreation Assistance Program
 UNIT: RAP/Transportation Improvement Fund-District 3

Contributions Othr Govtl Agency 3600-583-R913-005-8101 \$30,000

C. Departmental Fiscal Review: Chopelakis

III. REVIEW COMMENTS

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

[Signature] 6/23/09
 OFMB 6/18/09 6/16/09 CN 6/16/09

[Signature] 6/25/09
 Contract Development and Control
 6/24/09

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Delgant 6/26/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

AGREEMENT BETWEEN PALM BEACH COUNTY AND THE VILLAGE OF PALM SPRINGS FOR THE CREATION OF THE PALM SPRINGS TEEN CENTER

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 the Village of Palm Springs, a Florida Municipal Corporation, hereinafter referred to as "Palm Springs".

WITNESSETH:

WHEREAS, Palm Springs plans to relocate and renovate a 2001 surplus double-wide classroom trailer from Roosevelt Middle School to the Village of Palm Springs to be used as a Teen Center; and

WHEREAS, proposed renovations to the trailer include new flooring, window treatments, paint, electrical connections, exterior landscaping and aesthetic improvements as well as interior improvements such as furniture, electronic equipment, game equipment and other miscellaneous renovations and supplies necessary to create a Teen Center; and

WHEREAS, the Teen Center is anticipated to serve approximately one hundred (100) teenagers throughout the year; and

WHEREAS, relocating, renovating, and equipping the trailer is anticipated to cost approximately \$30,000 for relocation and installation of the trailer, interior renovations of the trailer, equipment, exterior renovations of the trailer, landscaping, and other miscellaneous expenses associated with the creation of the Teen Center; and

WHEREAS, Palm Springs has requested from County an amount not-to-exceed \$30,000 to offset the cost of creating the Teen Center; and

WHEREAS, County desires to provide funding to offset the cost of the Teen Center in an amount not-to-exceed \$30,000; and

WHEREAS, funding for the Teen Center in an amount not-to-exceed \$30,000 is available from the Recreation Assistance Program (RAP) District 3; and

WHEREAS, community centers for youth 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 \$30,000 to Palm Springs for the creation of a Teen Center for relocation and installation of the trailer, interior renovations of the trailer, equipment, exterior renovations of the trailer, landscaping, and other miscellaneous expenses associated with the creation of the Teen Center 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 Palm Springs 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 Palm Springs. Said information shall list each invoice paid by Palm Springs and shall include the vendor invoice number; invoice date; and the amount paid by Palm Springs along with the number and date of the respective check or proof of payment for said payment. Palm Springs shall attach a copy of each vendor invoice paid by Palm Springs 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, Palm Springs' Program Administrator and Project Financial Officer shall certify the total funds spent by Palm Springs on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Palm Springs and approved by Palm Springs as indicated.

3. Palm Springs is incurring expenses for the Project beginning on May 31, 2009. Those costs incurred by Palm Springs for the Project, approved and submitted accordingly by Palm Springs subsequent to May 31, 2009, 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 Palm Springs 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. Palm Springs 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, sexual orientation, gender identity, or expression.

6. Palm Springs shall be responsible for all costs of operation and maintenance of the Project.

7. The term of this Agreement shall be until September 30, 2019, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Palm Springs is in default of its obligations under this Agreement, the County shall provide Palm Springs thirty (30) days written notice to cure the default. In the event Palm Springs 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 Palm Springs for the Project deemed to be in default and Palm Springs shall return any County RAP funds already collected by Palm Springs for that Project.

9. 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 8 above.

10. Palm Springs shall complete the Project by September 30, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of May 31, 2009 through September 30, 2009. Palm Springs 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 30, 2009. Upon written notification to County at least ninety (90) days prior to that date Palm Springs may request an extension beyond this period for the purpose of completing the Project.

11. In the event Palm Springs 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 Palm Springs. The determination that Palm Springs has ceased or suspended the Project shall be made by County and Palm Springs agrees to be bound by

County's determination.

12. Palm Springs 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 Palm Springs. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

13. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A"

14. It is understood and agreed that Palm Springs 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. To the extent permitted by law and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, in the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Palm Springs 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 Palm Springs, 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 Palm Springs is eligible to receive reimbursement from the County.

15. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Palm Springs acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Palm Springs maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Palm Springs shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

Palm Springs agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

Prior to execution of this Agreement by the County, Palm Springs shall deliver to the County an affidavit or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Palm Springs, FL 33461, Attention: Administrative Support Manager.

Compliance with the foregoing requirements shall not relieve Palm Springs of its liability and obligations under this Agreement.

15. Upon request by County, Palm Springs shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

16. Palm Springs 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 Palm Springs, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

17. The County and Palm Springs 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.

18. 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.

19. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Palm Springs 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.

20. 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.

21. 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 Palm Springs:
City Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, Fl 33461

22. 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

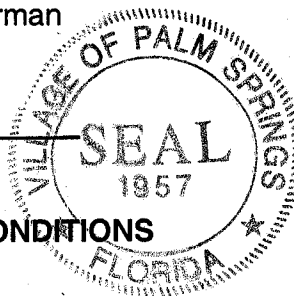
PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Commissioner John F. Koons, Chairman

ATTEST:
By: Virginia M. Walter
VILLAGE CLERK

VILLAGE OF PALM SPRINGS
By: John M. Davis
Mayor



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

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

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

Name of Municipality: Village of Palm Springs
Mailing Address: 226 Cypress Lane, Palm Springs, FL 33461
Name of Mayor: John M. "Mike" Davis
Name of City Manager: Karl E. Umberger
Project Liaison Information:
Name: William Golson
Telephone #: 561-964-8820
Fax #: 561-964-2387
e-mail: bgolson@villageofpalm Springs.org

PROJECT INFORMATION

1. Name of Project: Moving and Installation of Trailer for Teen Center
2. Description
 - **General (Project Scope):**
This project will involve the relocation and renovation of a 2001 surplus school board double-wide classroom trailer from Roosevelt Middle School to the Village of Palm Springs to be ultimately used as a Teen Center. Renovation plans include, but are not limited to, new flooring, window treatments, paint, electrical connections, exterior landscaping and aesthetic improvements, and interior improvements such as furniture, electronic equipment, game equipment, and other supplies necessary to get the structure up and operational.
 - **Public Purpose:**
This facility will serve the middle-school age children of the area with a safe and wholesome gathering location for out-of-school programs during the summer as well as during the school year.
 - **Location:**
This facility will be located within the Village of Palm Springs Municipal Complex located at 226 Cypress Lane in Palm Springs. It is planned to be placed inside the ball field complex adjacent to restrooms and other outdoor play areas.
 - **Anticipated Number of Participants/Users:**
This facility will serve approximately 100 local teenagers throughout the year.
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.
 - Relocation and Installation of Trailer
 - Interior Renovations of Trailer
 - Equipment
 - Exterior Renovations of Trailer

landscaping
Other miscellaneous expenses
4. Estimated Lump Sum Total for Project: \$ 30,000
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). 05/31/09 to 09/30/09
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.
6. Required Attachments:
Certificate of Insurance XX
7. Amount of Recreation Assistance Program Funding awarded \$ 30,000
District 3
(filled in by County)

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



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date _____

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	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)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

C = Contractual Services
 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: _____
 Submittal #: _____

Date: _____
 Project Name: _____
 Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice			Expense Description
			Number	Date	Number	Date	Amount	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					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

 Date

CERTIFICATE OF COVERAGE

Certificate Holder

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
301 N OLIVE AVENUE GOVERNMENTAL BUILDING
WEST PALM BEACH FL 33401

Administrator

Issue Date 4/14/09

Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0459 COVERAGE PERIOD: FROM 10/1/08 COVERAGE PERIOD: TO 10/1/09 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- | | |
|--|--|
| <input checked="" type="checkbox"/> Buildings | <input checked="" type="checkbox"/> Miscellaneous |
| <input type="checkbox"/> Basic Form | <input checked="" type="checkbox"/> Inland Marine |
| <input checked="" type="checkbox"/> Special Form | <input checked="" type="checkbox"/> Electronic Data Processing |
| <input checked="" type="checkbox"/> Personal Property | <input checked="" type="checkbox"/> Bond |
| <input type="checkbox"/> Basic Form | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Special Form | |
| <input checked="" type="checkbox"/> Agreed Amount | |
| <input checked="" type="checkbox"/> Deductible \$5,000 | |
| <input type="checkbox"/> Coinsurance N/A | |
| <input checked="" type="checkbox"/> Blanket | |
| <input type="checkbox"/> Specific | |
| <input checked="" type="checkbox"/> Replacement Cost | |
| <input type="checkbox"/> Actual Cash Value | |

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability \$1,000,000 Each Accident
\$1,000,000 By Disease
\$1,000,000 Aggregate By Disease
- Deductible N/A
-

Automobile/Equipment - Deductible

- Physical Damage N/A - Comprehensive - Auto N/A - Collision - Auto Per Schedule - Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida

Description of Operations/Locations/Vehicles/Special Items

Re: Recreational Assistance Grant.

The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

VILLAGE OF PALM SPRINGS
226 CYPRESS LANE
PALM SPRINGS FL 33461 1699

CANCELLATIONS
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE