

Agenda Item #3.M.2.

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: January 12, 2010

☒ [X] Consent  
☐ [ ] Ordinance

☐ [ ] Regular  
☐ [ ] Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Agreement with the City of South Bay for the period January 12, 2010, through November 30, 2010, in an amount not-to-exceed \$10,000 for the Glades Bay Bulldogs football program and youth basketball program.

**Summary:** This funding is to offset the cost of youth football and basketball programs offered by the City of South Bay. The programs serve approximately thirty youth from ages eleven through fifteen. The Agreement allows for reimbursement of eligible project costs incurred subsequent to September 1, 2009. Funding is from the Recreation Assistance Program (RAP) District 6 Funds. District 6 (AH)

**Background and Justification:** The City of South Bay sponsors the Glades Bay Bulldogs football program and a youth basketball program for area youth. The programs are offered at South Bay's Tanner Park and the Nature Trail football field. The purpose of the programs is to keep participants off the streets, teach socialization skills, and provide a recreational outlet.

The cost of the programs is approximately \$14,000 per year for equipment, personnel costs and stipends for staff assistants, advertising, field maintenance, transportation/gas, driver, refreshments, and other miscellaneous expenses. The \$10,000 from District 6 RAP funding will help offset these expenses. The Agreement has been executed on behalf of the City of South Bay, and now needs to be approved by the Board of County Commissioners.

**Attachment:** Agreement

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Recommended by:   
Department Director

12/11/09  
Date

Approved by:   
Assistant County Administrator

12/31/09  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>10,000</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>10,000</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 R906  
Object 8101 Program N/A

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

FUND: Park Improvement Fund/Recreation Assistance Program  
UNIT: Rap/District 6

Contributions Othr Govtl Agency                      3600-583-R906-206-8101                      \$10,000

C. Departmental Fiscal Review: ckopelakis

## III. REVIEW COMMENTS

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

John D. [Signature] 12-21-09  
OEIMB  
12/15/09 12/15/09  
John J. [Signature] 12/22/09  
Contract Development and Control  
This Contract complies with our  
contract review requirements.

### B. Legal Sufficiency:

Anne Delmont  
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 THE CITY OF SOUTH BAY  
FOR THE GLADES BAY BULLDOGS FOOTBALL PROGRAM AND YOUTH  
BASKETBALL PROGRAM**

**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 City of South Bay, a Florida Municipal Corporation, hereinafter referred to as "South Bay."

**W I T N E S S E T H:**

**WHEREAS**, South Bay sponsors football and basketball programs (the "Programs") for approximately thirty (30) youth from age eleven (11) through fifteen (15) years of age; and

**WHEREAS**, the purpose of the Programs is to keep participants off of the streets, teach socialization skills, and provide a recreational outlet; and

**WHEREAS**, the Programs are located at South Bay's Tanner Park and the Nature Trail football field; and

**WHEREAS**, the Programs are anticipated to cost approximately \$14,000 annually for equipment, personnel costs and stipends for staff assistants, advertising, field maintenance, transportation/gas, driver, refreshments, and other miscellaneous expenses related to the Programs; and

**WHEREAS**, South Bay has requested from County an amount not-to-exceed \$10,000 to help offset costs for the Programs; and

**WHEREAS**, County desires to provide funding to offset costs for the Programs in an amount not-to-exceed \$10,000; and

**WHEREAS**, funding for the Programs in an amount not-to-exceed \$10,000 is available from the Recreation Assistance Program (RAP) District 6; and

**WHEREAS**, youth socialization and recreational programs are deemed to serve a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed \$10,000 to South Bay for the

Programs for equipment, personnel costs and stipends for staff assistants, advertising, field maintenance, transportation/gas, driver, refreshments, 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 South Bay 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 South Bay. Said information shall list each invoice paid by South Bay and shall include the vendor invoice number; invoice date; and the amount paid by South Bay along with the number and date of the respective check or proof of payment for said payment. South Bay shall attach a copy of each vendor invoice paid by South Bay 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, South Bay's Program Administrator and Project Financial Officer shall certify the total funds spent by South Bay on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by South Bay and approved by South Bay as indicated.

3. South Bay incurred expenses for the Project beginning on September 1, 2009. Those costs incurred by South Bay for the Project, approved and submitted accordingly by South Bay subsequent to September 1, 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 South Bay 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. South Bay 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, sexual orientation, gender identity, or expression.

6. South Bay shall be responsible for all costs of operation and maintenance of the Project.

7. The term of this Agreement shall be until November 30, 2010, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event South Bay is in default of its obligations under this Agreement, the County shall provide South Bay thirty (30) days written notice to cure the default. In the event South Bay 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 South Bay for the Project deemed to be in default and South Bay shall return any County RAP funds already collected by South Bay 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. South Bay shall complete the Project by August 30, 2010, and invoices and checks submitted for reimbursement must be dated within the project time frame of September 1, 2009, through August 30, 2010. South Bay shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before November 30, 2010. Upon written notification to County at least ninety (90) days prior to that date South Bay may request an extension beyond this period for the purpose of completing the Project.

11. In the event South Bay 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 South Bay. The determination that South Bay has ceased or suspended the Project shall be made by County and South Bay agrees to be bound by County's determination.

12. South Bay 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 South Bay. 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 South Bay 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, South Bay 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 South Bay, 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 South Bay is eligible to receive reimbursement from the County.

15. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, South Bay 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 South Bay maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, South Bay shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

South Bay 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, South Bay 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, Lake Worth, FL 33461, Attention: Administrative Support Manager.

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

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

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

17. The County and South Bay 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, South Bay 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 South Bay:

City Manager  
City of South Bay  
335 S.W. Second Avenue  
South Bay, FL 33493

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~~  
Burt Aaronson, Chair

**ATTEST:**

By: Virginia T. Walker  
City Clerk

**CITY OF SOUTH BAY**

By: Shirley Walker Turner  
Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

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



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

Name of Municipality: **City of South Bay**  
Mailing Address: **335 S.W. Second Avenue, South Bay, Florida 33493**

Name of Mayor: **Shirley Walker**  
Name of City Manager: **Corey Alston**

Project Liaison Information:

Name: **Edgar Kerr @ 561-261-6576**  
Name: **Dorothy J. Davis @561-628-7148**  
E-mail: **Kerre@southbaycity.com**

**PROJECT INFORMATION**

1. Name of Project: **Glades Bay Bulldogs Football Program and Youth Basketball Program**
2. Project Description
  - General (Project Scope): Football and Basketball Program for kids ages 11 – 15years young and weight from 125 – 175.

Public Purpose: Purpose is to keep kids off the streets and learn socialization skills.

- Location: South Bay's Tanner Park and Nature trail Football field.
  - Anticipated Number of Participants/Users: 30 Including staff
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.  
Equipment, Uniforms, <sup>personnel cost and</sup> Stipends for Staff <sup>Assistants,</sup> Advertisements, Field Maintenance, Transportation/Gas, Driver, Refreshments, and other miscellaneous expenses
  4. Estimated Lump Sum Total for Project: \$ 14,000 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). September 1, 2009 to August<sup>30</sup>, 2010.

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   X  

Amount of Recreation Assistance Program Funding awarded   \$ 10,000    
  District 6    
(filled in by County)

Form available online by request. Contact Susan Yinger at [syinger@pbcgov.com](mailto: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		Amount	Expense Description
			Number	Date	Number	Date		
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.


\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

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.

\_\_\_\_\_

\_\_\_\_\_  
Date

CERTIFICATE OF COVERAGE		
Certificate Holder  PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT 2700 6 <sup>TH</sup> AVENUE LAKE WORTH FL 3341		Administrator  Florida League of Cities, Inc. Public Risk Services P.O. Box 530065 Orlando, Florida 32853-0065  Issue Date 9/3/09
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 0553	COVERAGE PERIOD: FROM 10/1/08	COVERAGE PERIOD: TO 10/1/09 12:01 AM STANDARD TIME
TYPE OF COVERAGE - LIABILITY  General Liability  <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury <input checked="" type="checkbox"/> Errors and Omissions Liability <input checked="" type="checkbox"/> Supplemental Employment Practice <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability <input checked="" type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability <input checked="" type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Law Enforcement Liability <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard  Limits of Liability * Combined Single Limit  Deductible \$2,500  Automobile Liability  <input checked="" type="checkbox"/> All owned Autos (Private Passenger) <input checked="" type="checkbox"/> All owned Autos (Other than Private Passenger) <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos  Limits of Liability * Combined Single Limit  Deductible N/A		TYPE OF COVERAGE - PROPERTY  <input checked="" type="checkbox"/> Buildings <input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input checked="" type="checkbox"/> Personal Property <input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input type="checkbox"/> Agreed Amount <input checked="" type="checkbox"/> Deductible \$1,000 <input checked="" type="checkbox"/> Coinsurance 80% <input type="checkbox"/> Blanket <input checked="" 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  <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease <input checked="" type="checkbox"/> Deductible \$2,500 <input type="checkbox"/>
Automobile/Equipment - Deductible  <input checked="" type="checkbox"/> Physical Damage    Per Schedule - Comprehensive - Auto    Per Schedule - 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 \$1,500,000 (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: Glades Bay Bulldogs Football Program and Youth Basketball Program.		
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  CITY OF SOUTH BAY 335 SW 2 <sup>ND</sup> AVENUE SOUTH BAY FL 33493		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