

Agenda Item #:

**PALM BEACH COUNTY**

# BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM SUMMARY

Meeting Date: 06/05/2012      ☒ Consent      ☐ Regular  
    ☐ Ordinance      ☐ Public Hearing  
 Department \_\_\_\_\_

Submitted By: TOURIST DEVELOPMENT COUNCIL

**Submitted For: PALM BEACH COUNTY CULTURAL COUNCIL, INC.**

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** A) First Amendment to the Amended and Restated Agreement (R2011-1432) with the Palm Beach County Cultural Council, Inc. ("Cultural Council") for the provision of services under Palm Beach County's (PBC) Tourist Development Plan during the period of October 1, 2011 through September 30, 2012; deleting the requirement that the TDC Executive Director be an ex-officio member of the Cultural Council and (B) adding the requirement that the TDC's Executive Director shall be notified of all meetings of the Board of Directors, and the executive committee as well as all committees and subcommittees of the Cultural Council whose functions are in any way related to the expenditure of County or Tourist Development Tax funds. The TDC's Executive Director shall be provided notice of meetings and an opportunity to be heard at the meetings. Notice of the meetings shall be provided to the TDC's Executive Director no later than five (5) days before the meeting is to occur; and (C) amending Exhibit A – FY 2012 budget in the amount of \$232,765.

**Summary:** This amendment to the Amended and Restated Agreement removes the reference that the TDC Executive Director serves as ex-officio member of the Cultural Council's committees and sub-committees, but requires notification of all meetings and an opportunity to be heard and amends Exhibit A in the amount of 232,765 for marketing/advertising, funding Cat B grantee and staffing the new visitor center. (TDC) Countywide (DW)

**Background and Justification:** The amendment to the Amended and Restated Agreement states that the TDC Executive Director shall be notified of all meetings and have an opportunity to be heard at all meetings. Due to the increase in bed tax collections in FY 2011 the Cultural Council requested funds to increase their marketing efforts, funding for the Palm Beach Pops and staffing their new visitor information center. The TDC Finance Committee and TDC Board approved the use of reserves on March 8, 2012 to fund these efforts.

**Attachments:** First Amendment to the Amended and Restated Agreement, Exhibit A.

Recommended by: [Signature] 5/11/12 Date  
Department Director

Approved By: W. Balle 2/6/18 Date \_\_\_\_\_  
Deputy County Administrator

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>232,765</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	-----	-----	-----	-----	-----
In-Kind Match (County)	-----	-----	-----	-----	-----
	232,765				
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE					
POSITIONS (Cumulative)	- 0-	0---	0---	0---	0-----

Is Item Included In Proposed Budget? Yes X No.    

Budget Account No.: Fund 1455 Dept 710 Unit 7014 Object 3401 & 8201  
Reporting Category           

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

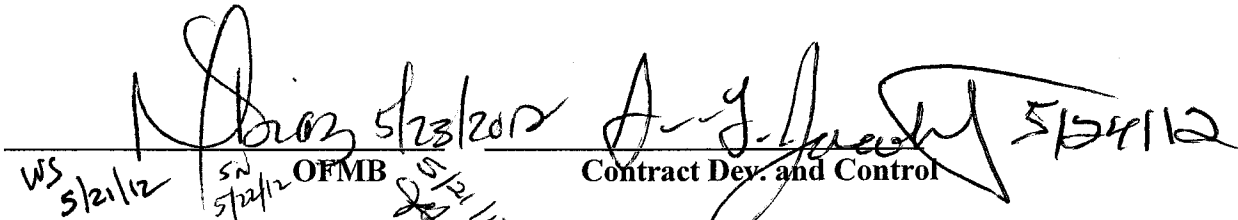
The Cultural Council receives 22.51% of the 2<sup>nd</sup>, 3<sup>rd</sup> and 5<sup>th</sup> cent of the local option bed tax.

### C. Department Fiscal Review:



## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Administration Comments:

  
WS 5/21/12 SN 5/22/12 OFMB 5/21/12 Contract Dev. and Control 5/24/12

### B. Approved as to form and Legal Sufficiency:

  
Assistant County Attorney

### C. Approved as to Terms and Conditions:

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.

## **FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT**

**THIS FIRST AMENDMENT to the AMENDED AND RESTATED AGREEMENT** (R2011-1432) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, (hereinafter referred to as "COUNTY"), and THE PALM BEACH COUNTY CULTURAL COUNCIL, INC., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "CULTURAL COUNCIL", whose Federal I.D. is 59-1862336.

### **WITNESSETH:**

**WHEREAS**, the COUNTY and CULTURAL COUNCIL entered into that certain Amended and Restated Agreement dated September 13, 2011; and

**WHEREAS**, the parties desire to make certain revisions to that Amended and Restated Agreement as set forth in this First Amendment.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the COUNTY and the CULTURAL COUNCIL agree as follows:

1. Paragraph 11 of the Amended and Restated Agreement is hereby deleted and in lieu thereof, the following is inserted:

#### **Qualification, Performance and Monitoring of Contractors.**

Any parties with which the COUNTY or the CULTURAL COUNCIL enters into contracts for services or goods pursuant to this Agreement shall be specifically experienced in, and qualified for, the provision of such services. As contract administrator, the CULTURAL COUNCIL, in consultation with the Executive Director of the TDC, shall develop criteria to be used to monitor and evaluate the performance of all contractors, including applicants receiving Category "B" funds (i.e. grantees). The grantees will provide no less than an annual report setting forth the duties the grantees have performed and the services they have provided. Each grantee's annual report shall be received within thirty (30) days of the expiration of the grant period identified in the grant agreement. The CULTURAL COUNCIL shall provide to the TDC, through its Executive Director, said reports and the results of such monitoring and evaluation. The CULTURAL COUNCIL shall take reasonable measures to assure the continued satisfactory performance of all contractors including grantees. Should the CULTURAL COUNCIL, after taking such reasonable measures, determine after consulting with the Executive Director of the TDC, that any contractor has failed to perform in accordance with its contract, the CULTURAL COUNCIL shall, as the case may be, either terminate its agreement with such contractor with notice to and the concurrence of the Executive Director of the TDC, or recommend to the COUNTY to terminate the COUNTY's agreement with such contractor. The CULTURAL COUNCIL shall keep the Executive Director of the TDC fully informed as to all activities of the CULTURAL COUNCIL and all contractors who have received or expended revenues derived from the Tourist

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Notice of the meetings shall be provided to the TDC's Executive Director no later than five (5) days before said meeting is to occur.

2. Exhibit A, the Fiscal Year 2012 budget is hereby amended and attached hereto.
3. All other provisions of said Amended and Restated Agreement are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment on behalf of the COUNTY and the CULTURAL COUNCIL has hereunto set its hand the day and year above written.

**ATTEST:**

**Sharon R. Bock,  
Clerk & Comptroller**


By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

**ATTEST:**

By:  \_\_\_\_\_  
Corporate Secretary

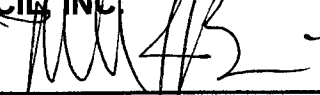
**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:  \_\_\_\_\_  
FOR Dawn S. Wynn  
Assistant County Attorney

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

By: \_\_\_\_\_  
Shelley Vana, Chair  
County Commissioner

**PALM BEACH COUNTY CULTURAL  
COUNCIL, INC.**

By:  \_\_\_\_\_  
Michael J. Bracci, Chairman

**APPROVED AS TO TERMS  
AND CONDITIONS**

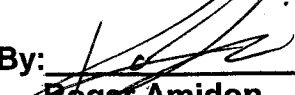
By:  \_\_\_\_\_  
Roger Amidon  
Executive Director  
Tourist Development Council

EXHIBIT A

	FY 2009 Actual	FYE 2010 Actual	FYE 2011 Amended	FYE 2011 Forecast	FYE 2012 Budget	FYE 2012 Amended Budget	Difference	
Salaries & Related								
Salary and Wages	432,993	401,351	441,718	441,718	460,968	495,968	35,000	
PR Taxes & Benefits	93,977	78,476	107,638	107,638	124,864	129,864	5,000	
Contract Staff	-	-	-	-	-	-	-	
Total Staffing **	526,970	479,827	549,356	549,356	585,832	625,832	40,000	Visitor center staffing
Marketing and Related								
Advertising	25,498	24,964	47,500	47,500	85,000	155,000	70,000	Out of county promotions
Agency Services/Web Design	8,953	12,838	15,000	15,000	35,000	55,000	20,000	Design for advertising collateral and mobile apps
Events, Meetings & Conferences	2,448	1,700	2,000	2,000	5,000	20,000	15,000	Concierge workshops
Freight & Delivery	15,450	9,648	15,000	15,000	34,000	34,000	-	
Postage	5,273	11,316	5,500	5,500	7,500	7,500	-	
Printing	69,317	44,302	31,500	31,500	55,000	65,000	10,000	Collateral
Surveys & Studies	1,500	1,050	-	-	5,000	5,000	-	
Travel	4,280	1,925	4,500	4,500	6,500	6,500	-	
Video/Radio & Other	16,900	11,600	18,500	18,500	20,000	20,000	-	
Total Marketing & Related **	149,619	119,343	139,500	139,500	253,000	368,000	115,000	
General & Administrative								
Equipment Rental	7,656	5,798	6,700	6,700	9,750	9,750	-	
Membership & Subscriptions	27,448	6,452	2,500	2,500	27,000	42,000	15,000	Arts ready
Outside Professional Services	16,704	17,412	18,500	18,500	19,000	19,000	-	
Repairs & Maintenance	3,359	3,161	3,200	3,200	3,750	3,750	-	
Supplies	10,615	6,469	8,000	8,000	9,000	9,000	-	
Electronic Equipment	-	70	16,500	16,500	10,000	20,000	10,000	Visitor Center Equipment
IT Service	-	-	12,000	12,000	15,000	15,000	-	
Telephone/Internet	5,621	5,325	7,000	7,000	12,000	12,000	-	
Insurance	-	-	6,500	6,500	7,000	7,000	-	
Other Office Expense	5,770	10,801	4,518	4,518	6,750	6,750	-	
Office Rent/Building allocation	39,983	38,975	41,000	41,000	41,000	41,000	-	
Total General & Administrative **	117,156	94,463	126,418	126,418	160,250	185,250	25,000	
Subtotal	793,745	693,633	815,274	815,274	999,082	1,179,082	180,000	
Stimulus-Contract	36,989	57,711	-	-	-	-	-	
Total TDC Contract Expense	830,734	751,344	815,274	815,274	999,082	1,179,082	180,000	
County Direct								
Category B Grants	1,862,795	1,564,000	1,657,840	1,657,840	2,080,000	2,132,765	52,765	Palm Beach Pops second half
Category C II Grants	251,592	197,936	222,600	222,600	280,000	280,000	-	
Stimulus B	109,316	206,138	-	-	-	-	-	
Stimulus CII	11,409	31,068	-	-	-	-	-	
Administrative fee	-	-	4,701	5,356	5,094	5,094	-	
Indirect Cost	231,740	209,177	193,670	188,520	163,240	163,240	-	
Tax Collector Fees	43,901	45,669	43,421	47,550	49,507	49,507	-	
Total County Direct	2,510,753	2,253,988	2,122,232	2,121,866	2,577,841	2,630,606	52,765	
Culture Reserves	690,888	768,107	351,938	876,007	630,352	397,587	(232,765)	
Total Cultural Council	4,032,375	3,773,439	3,289,444	3,813,147	4,207,275	4,207,275	-	

\*\* Contract Line Items

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**ATTEST:**

**Sharon R. Bock,**  
**Clerk & Comptroller**

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana, Chair  
County Commissioner

(SEAL)

**ATTEST:**

By: \_\_\_\_\_  
Corporate Secretary

**PALM BEACH COUNTY CULTURAL**  
**COUNCIL, INC.**

By: \_\_\_\_\_  
Michael J. Bracchi, Chairman

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Dawn S. Wynn  
Assistant County Attorney

**APPROVED AS TO TERMS**  
**AND CONDITIONS**

By: \_\_\_\_\_  
Roger Amidon  
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**ATTEST:**  
Sharon R. Bock,  
Clerk & Comptroller

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

By: \_\_\_\_\_  
Deputy Clerk


By: \_\_\_\_\_  
Shelley Vana, Chair  
County Commissioner

(SEAL)

**ATTEST:**

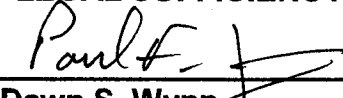
**PALM BEACH COUNTY CULTURAL  
COUNCIL, INC.**

By:  \_\_\_\_\_  
Corporate Secretary

By:  \_\_\_\_\_  
Michael J. Bradci, Chairman

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:  \_\_\_\_\_  
Dawn S. Wynn  
Assistant County Attorney

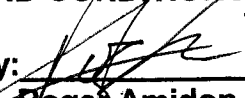
By:  \_\_\_\_\_  
Roger Amidon  
Executive Director  
Tourist Development Council

EXHIBIT A

	FY 2009 Actual	FYE 2010 Actual	FYE 2011 Amended	FYE 2011 Forecast	FYE 2012 Budget	FYE 2012 Amended Budget	Difference	
Salaries & Related								
Salary and Wages	432,993	401,351	441,718	441,718	460,968	495,968	35,000	
PR Taxes & Benefits	93,977	78,476	107,638	107,638	124,864	129,864	5,000	
Contract Staff	-	-	-	-	-	-	-	
<b>Total Staffing **</b>	<b>526,970</b>	<b>479,827</b>	<b>549,356</b>	<b>549,356</b>	<b>585,832</b>	<b>625,832</b>	<b>40,000</b>	Visitor center staffing
Marketing and Related								
Advertising	25,498	24,964	47,500	47,500	85,000	155,000	70,000	Out of county promotions
Agency Services/Web Design	8,953	12,838	15,000	15,000	35,000	55,000	20,000	Design for advertising collateral and mobile apps
Events, Meetings & Conferences	2,448	1,700	2,000	2,000	5,000	20,000	15,000	Concierge workshops
Freight & Delivery	15,450	9,648	15,000	15,000	34,000	34,000	-	
Postage	5,273	11,316	5,500	5,500	7,500	7,500	-	
Printing	69,317	44,302	31,500	31,500	55,000	65,000	10,000	Collateral
Surveys & Studies	1,500	1,050	-	-	5,000	5,000	-	
Travel	4,280	1,925	4,500	4,500	6,500	6,500	-	
Video/Radio & Other	16,900	11,600	18,500	18,500	20,000	20,000	-	
<b>Total Marketing &amp; Related **</b>	<b>149,619</b>	<b>119,343</b>	<b>139,500</b>	<b>139,500</b>	<b>253,000</b>	<b>368,000</b>	<b>115,000</b>	
General & Administrative								
Equipment Rental	7,656	5,798	6,700	6,700	9,750	9,750	-	
Membership & Subscriptions	27,448	6,452	2,500	2,500	27,000	42,000	15,000	Arts ready
Outside Professional Services	16,704	17,412	18,500	18,500	19,000	19,000	-	
Repairs & Maintenance	3,359	3,161	3,200	3,200	3,750	3,750	-	
Supplies	10,615	6,469	8,000	8,000	9,000	9,000	-	
Electronic Equipment	-	70	16,500	16,500	10,000	20,000	10,000	Visitor Center Equipment
IT Service	-	-	12,000	12,000	15,000	15,000	-	
Telephone/Internet	5,621	5,325	7,000	7,000	12,000	12,000	-	
Insurance	-	-	6,500	6,500	7,000	7,000	-	
Other Office Expense	5,770	10,801	4,518	4,518	6,750	6,750	-	
Office Rent/Building allocation	39,983	38,975	41,000	41,000	41,000	41,000	-	
<b>Total General &amp; Administrative **</b>	<b>117,156</b>	<b>94,463</b>	<b>126,418</b>	<b>126,418</b>	<b>160,250</b>	<b>185,250</b>	<b>25,000</b>	
Subtotal	793,745	693,633	815,274	815,274	999,082	1,179,082	180,000	
Stimulus-Contract	36,989	57,711	-	-	-	-	-	
<b>Total TDC Contract Expense</b>	<b>830,734</b>	<b>751,344</b>	<b>815,274</b>	<b>815,274</b>	<b>999,082</b>	<b>1,179,082</b>	<b>180,000</b>	
County Direct								
Category B Grants	1,862,795	1,564,000	1,657,840	1,657,840	2,080,000	2,132,765	52,765	Palm Beach Pops second half
Category C II Grants	251,592	197,936	222,600	222,600	280,000	280,000	-	
Stimulus B	109,316	206,138	-	-	-	-	-	
Stimulus CII	11,409	31,068	-	-	-	-	-	
Administrative fee	-	-	4,701	5,356	5,094	5,094	-	
Indirect Cost	231,740	209,177	193,670	188,520	163,240	163,240	-	
Tax Collector Fees	43,901	45,669	43,421	47,550	49,507	49,507	-	
<b>Total County Direct</b>	<b>2,510,753</b>	<b>2,253,988</b>	<b>2,122,232</b>	<b>2,121,866</b>	<b>2,577,841</b>	<b>2,630,606</b>	<b>52,765</b>	
Culture Reserves	690,888	768,107	351,938	876,007	630,352	397,587	(232,765)	
<b>Total Cultural Council</b>	<b>4,032,375</b>	<b>3,773,439</b>	<b>3,289,444</b>	<b>3,813,147</b>	<b>4,207,275</b>	<b>4,207,275</b>	<b>-</b>	

\*\* Contract Line Items

ACORD™

Client#: 33

MBEAC2

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC-SCL Small Commercial 200 West Cypress Creek Rd #600 Fort Lauderdale, FL 33309	CONTACT NAME: PHONE (A/C, No, Ext): 954 607-4000 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	FAX (A/C, No):
INSURED Palm Beach County Cultural Council, Inc 1555 Palm Beach Lakes Blvd. Suite 300 West Palm Beach, FL 33401	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Casualty Company of Re	20427
	INSURER B : Transportation Insurance Compan	20494
	INSURER C : Transportation Insurance Compan	20494
	INSURER D : Travelers Casualty & Surety Co.	31194
	INSURER E :	
	INSURER F :	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC		2097240141	10/01/2011	10/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2097240141	10/01/2011	10/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		2097240107	10/01/2011	10/01/2012	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	4024068879	10/01/2011	10/01/2012	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	See Descriptions		105680141	10/01/2011	10/01/2014	See Descriptions

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

\*\* Workers Comp Information \*\*

Proprietors/Partners/Executive Officers/Members Excluded:  
(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

Palm Beach County c/o Tourist Development Council 1555 Palm Beach Lakes Blvd, Suite 900 West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jany Morris</i>
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**DESCRIPTIONS (Continued from Page 1)**

Rena Blades, President  
Directors and Officers Liability/EPL/Fiduciary/Crime Covered Limits/Deductibles  
Directors and Officers Liability and EPL Limit \$1,000,000 / \$2,500 Ded.  
Fiduciary Limit \$1,000,000 / No Ded.  
Crime Limit \$1,000,000 / \$10,000 Ded.

Palm Beach County is additional insured with respects to General Liability