

# Agenda Item #: 3-C-1

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

<b>Meeting Date:</b>	<b>December 17, 2013</b>	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Regular</b>
		<input type="checkbox"/>	<b>Workshop</b>	<input type="checkbox"/>	<b>Public Hearing</b>
<b>Department:</b>					
<b>Submitted By:</b>	<b>Engineering &amp; Public Works Department</b>				
<b>Submitted For:</b>	<b>Road &amp; Bridge Division</b>				

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** An Interlocal Agreement (Agreement) with South Indian River Water Control District (District) in an amount not to exceed \$32,000 per year, to provide for the mowing and grading (maintenance) of certain Palm Beach County (County) roads within the jurisdiction of the District.

**SUMMARY:** Approval of this Agreement will enable the District to continue to provide maintenance of various County road rights-of-way located in their District which have been under interlocal agreement since 1984, for a revised amount not to exceed \$32,000 yearly. This annual amount was calculated based on the expected maintenance that the County anticipates for each of the roads over the course of a year. The annual increase is from \$30,000 to \$32,000. The last adjustment in the yearly amount was over ten years ago.

District 1 (MRE)

**Background and Justification:** Pursuant to Chapter 163, Florida Statutes, the County is authorized to enter into agreements with other governmental entities. The District has been providing the Maintenance of various County road rights-of-way located in their District, under interlocal agreements since 1984. Due to cost increases for personnel, machinery and equipment, the District is requesting an annual increase from \$30,000 to \$32,000. This Agreement will enable the District to continue to provide this service. It is more effective for the County to reimburse the District because the maintenance equipment used by the District on other non-county roads is already in the area.

**Attachments:**

- 1. Location Map
- 2. Interlocal Agreement w/Exhibit "A" (3)

<b>Recommended by:</b>	_____	_____
	<b>Division Director</b>	<b>Date</b>
<b>Approved By:</b>	<u>                    <i>S. J. Wabel</i>                    </u>	<u>                    12/2/13                    </u>
	County Engineer	Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<b>\$32,000</b>	<b>\$32,000</b>	<b>\$32,000</b>	<b>\$32,000</b>	<b>\$32,000</b>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes  No

Budget Acct No.: Fund 1201 Dept. 360 Unit 2230 Object 4607

**Recommended Sources of Funds/Summary of Fiscal Impact:**

County Transport Trust Fund  
Road Section

Maintenance costs are included in FY 2014 budget. Subsequent year amounts are subject to Board approval of future budgets.

C. Departmental Fiscal Review: Alicia Kovalainen

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

Susan Neary 12/3/13  
OFMB *SN*  
12/3 12/3

J. J. Jacobson 12/5/13  
Contract Dev. and Control  
12/5/13 B. Jacobson

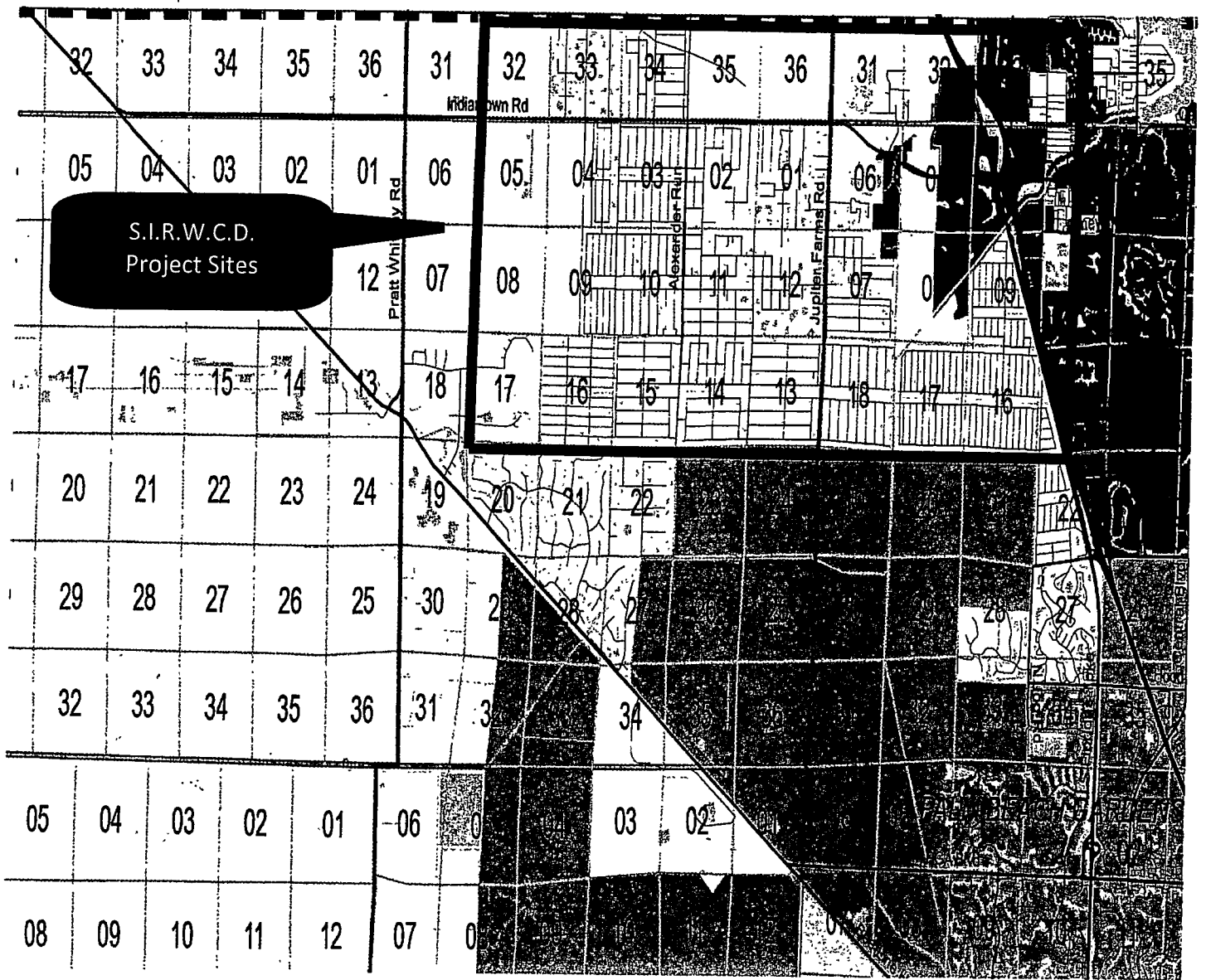
**B. Approved as to Form and Legal Sufficiency:**

Mark R. Pitt  
Assistant County Attorney

**C. Other Department Review:**

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

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



LOCATION MAP

**INTERLOCAL AGREEMENT WITH THE  
SOUTH INDIAN RIVER WATER CONTROL DISTRICT**

**THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY" and the SOUTH INDIAN RIVER WATER CONTROL DISTRICT, a water control district organized and existing under Chapter 298, Florida Statutes, hereinafter referred to as the "DISTRICT".**

**WITNESSETH:**

**WHEREAS, the COUNTY and the DISTRICT are authorized to enter into this Agreement pursuant to Chapter 163, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage;**

**WHEREAS, COUNTY has jurisdiction and control of rights-of-way (hereinafter ROADS) within the DISTRICT that require mowing and grading and the DISTRICT has been providing mowing and grading services under prior agreements and is willing to continue such mowing and grading;**

**WHEREAS, the COUNTY and the DISTRICT agree that allowing the DISTRICT to mow and grade at COUNTY'S expense is the most economical way to maintain ROADS within the DISTRICT;**

**WHEREAS, the COUNTY and the DISTRICT declare that mowing and grading services provided by the DISTRICT and funded by the COUNTY will best serve the health, safety and welfare of the public.**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The above recitals are true and correct and hereby adopted and incorporated herein.

**1. SERVICES**

The **DISTRICT'S** responsibility under this Agreement is to provide mowing and grading services herein after "**MAINTENANCE**" on **COUNTY ROADS** located within the boundaries of the **DISTRICT**, as more specifically set forth in detail in Exhibit "A".

**2. SCHEDULE**

The **DISTRICT** shall commence **MAINTENANCE** on January 1, 2014 and provide all services until December 31, 2014. The **DISTRICT** shall, at a minimum, maintain the **COUNTY ROADS** no less than eight (8) times annually during the term of this Agreement.

**3. PAYMENTS TO DISTRICT**

- A. The **COUNTY** shall pay the **DISTRICT** a yearly amount not to exceed **THIRTY-TWO THOUSAND and 00/100 DOLLARS (\$32,000.00)** on a quarterly basis in **FOUR** equal installments of **EIGHT THOUSAND and 00/100 DOLLARS (\$8,000)** for all such work satisfactorily performed and upon submission of acceptable documentation needed to substantiate **DISTRICT'S** costs of the maintenance. This amount shall include all costs relating to the mowing of such road rights-of-way and grading, including but not limited to, equipment, labor, fuel, and maintenance of the equipment.
- B. The **DISTRICT** shall invoice the **COUNTY** on a quarterly basis in a not to exceed amount of **EIGHT THOUSAND and 00/100 DOLLARS (\$8,000.00)** for

**MAINTENANCE** satisfactorily performed by the **DISTRICT** pursuant to the terms and conditions of this Agreement. All invoices shall be submitted to the **COUNTY** with sufficient clarity to enable the Palm Beach County Clerk & Comptroller to perform her pre-audit functions.

- C. Invoices received from the **DISTRICT** pursuant to this Agreement will be reviewed and approved by the **COUNTY'S** representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the **COUNTY** representative's approval.

#### 4. **TERM**

This Agreement renews automatically on December 31<sup>st</sup> of each year unless otherwise terminated by the parties as set forth below.

#### 5. **TERMINATION**

This Agreement may be terminated by either party upon sixty (60) days' prior written notice to either party. After receipt of a Termination Notice and except as otherwise directed by the **COUNTY**, the **DISTRICT** shall stop work on the date and to the extent specified in the letter of termination. **DISTRICT** will be paid for work completed prior to the date of termination. In the event of termination, **DISTRICT** shall not be relieved of liability to **COUNTY** for damages sustained by **COUNTY** by virtue of any breach of the contract by the **DISTRICT** and **COUNTY** may withhold any payment to **DISTRICT** for the purpose of off-set until such time as the exact amount of damages due **COUNTY** is determined. In the event **DISTRICT** elects to discontinue its **MAINTENANCE** obligation under this agreement, it shall be the obligation of the **DISTRICT** to restore, if necessary, the area of the improvements on

**COUNTY ROADS** to a condition acceptable to the **COUNTY**, which shall be in accordance with Federal and State standards for road construction and/or maintenance.

**6. PERSONNEL**

All of the services required herein under shall be performed by the **DISTRICT** with **DISTRICT** personnel, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

As provided in Section 287.132-133, Fla. Stat., by entering into the agreement or performing any work in furtherance hereof, **DISTRICT** certifies that its affiliates, suppliers, sub-contractors and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice required by 287.133(3)(a), Fla. Stat.

All of the **DISTRICT'S** personnel while on **COUNTY ROADS** will comply with all **COUNTY** requirements governing conduct, safety and security.

**7. INSURANCE**

**DISTRICT** shall at all times during the term of the agreement maintain ~~**DISTRICT**~~ to *add appropriate insurance* adequate insurance. *add appropriate insurance*

**8. INDEMNIFICATION**

**DISTRICT** recognizes that it is an independent contractor and not an agent or servant of the **COUNTY** or its Board of **COUNTY** Commissioners. In the event a claim or lawsuit is brought against **COUNTY**, its officers, employees, servants or agents relating to the **MAINTENANCE** or any item which is the responsibility of **DISTRICT**, **DISTRICT** hereby agrees, to the extent permitted by law, to indemnify, save and hold harmless **COUNTY**, its

officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the negligent or wrongful acts or omissions of **DISTRICT** relating to the obligations of **DISTRICT** under this agreement.

**9. AVAILABILITY OF FUNDS**

The **COUNTY'S** performance and obligation to pay under this agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**10. NOTICE**

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

**AS TO COUNTY:** Mr. Daryl Dawson  
Engineering, Road & Bridge  
2555 Vista Parkway  
West Palm Beach, FL 33411

**AS TO THE DISTRICT:** Mr. Michael Dillion  
South Indian River Control District  
15600 Jupiter Farms Road  
Jupiter, FL 33478

**With copy to:** Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

**11. INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority



includes but is not limited to the power to review past, present and proposed County agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the **DISTRICT**, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Fla. Stat., in the same manner as a second degree misdemeanor.

## **12. MISCELLANEOUS PROVISIONS**

### **A. REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

### **B. THIRD PARTY BENEFICIARIES**

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the **COUNTY** and/or **DISTRICT**.

### **C. EXCUSABLE DELAYS**

The **DISTRICT** shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the **DISTRICT** without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the **DISTRICT'S** request, the **COUNTY** shall consider the facts and extent of any failure to perform the work and, if the **DISTRICT'S** failure to perform was without its fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the **COUNTY'S** rights to change, terminate, or stop any or all of the work at any time.

**D. ARREARS**

The **DISTRICT** shall not pledge the **COUNTY'S** credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. The **DISTRICT** further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**E. ACCESS AND AUDITS**

The **DISTRICT** shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The **COUNTY** shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the **DISTRICT'S** place of business.

**F. NONDISCRIMINATION**

The **DISTRICT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

**G. SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**H. ENTIRETY OF AGREEMENT**

The **COUNTY** and the **DISTRICT** agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**I. ATTORNEY FEES**

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.

**J. GOVERNING LAW AND VENUE**

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without

regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of the venue.

**K. LIABILITY**

The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver by the parties, of the liability limits established in Section 768.28, Fla. Stat.

**L. LAWSUITS**

**DISTRICT** shall promptly notify **COUNTY** of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

**M. DEFAULT**

The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.

**N. JOINT PREPARATION**

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**O. BINDING EFFECT**

All of the terms and provisions of this Agreement whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

**P. SEVERABILITY**

If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

**Q. HEADINGS**

The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

**R. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**S. DISTRICT AUTHORITY**

**DISTRICT** has the authority to enter into this Agreement, and to perform the obligations contained herein.

**T. FILING**

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

**U. EFFECTIVE DATE**

This Agreement shall take effect upon execution and the effective date shall be January 1, 2014.

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective  
on the date first written above.

ATTEST:  
Sharon R. Bock, Clerk  
& Comptroller

PALM BEACH COUNTY,  
FLORIDA BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS  
AND CONDITIONS

By: St-C  
DIVISION DIRECTOR

ATTEST:

By: Jane Woodard  
DISTRICT CLERK

THE SOUTH INDIAN RIVER WATER  
CONTROL DISTRICT

Title: President

[Signature]  
SIGNATURE

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
DISTRICT ATTORNEY

## EXHIBIT "A"

### SCOPE OF WORK

#### ROADS TO BE MAINTAINED AND MOWED

Randolph Siding Road (north to south)  
Jupiter Farms Road from 159<sup>th</sup> to Sandy Run  
110<sup>th</sup> between North 159<sup>th</sup> to Sandy Run  
69<sup>th</sup> Drive  
155<sup>th</sup> Place North between 69<sup>th</sup> Drive and 89<sup>th</sup> Avenue North  
150<sup>th</sup> Place North between 69<sup>th</sup> Drive and 89<sup>th</sup> Avenue North  
64<sup>th</sup> Drive  
143<sup>rd</sup> Street  
146<sup>th</sup> Road North  
75<sup>th</sup> Avenue North between 155<sup>th</sup> Place N. & 163<sup>rd</sup> Court North  
Bridle Lane  
Bridle Court  
Brian Way (North 132<sup>nd</sup> Drive)  
North 169<sup>th</sup> Court between Brian Way & North 130<sup>th</sup> Avenue  
North 130<sup>th</sup> Avenue  
Randolph Siding Rd. between North 130<sup>th</sup> Ave & N. 133<sup>rd</sup> Terr.  
North 133<sup>rd</sup> Terrace  
North 156<sup>th</sup> St. between North 133<sup>rd</sup> Terr. & N. 128<sup>th</sup> Terr.  
N 125<sup>th</sup> Ave. (Mellen Lane) between Old Indiantown Rd & Sandy Run  
North 120<sup>th</sup> Ave (Alexander Run) from Indiantown Rd to Sandy Run  
North 174<sup>th</sup> Court between Alexander Run and Haynie Lane  
North 169<sup>th</sup> Court between Alexander Run and Haynie Lane  
North 164<sup>th</sup> Court between Alexander Run and Haynie Lane  
Sandy Run between Jupiter Farms Road and North 128<sup>th</sup> Terrace  
Old Indiantown Road – Mack Dairy Rd to 129<sup>th</sup> Terrace  
Randolph Siding (East West) North 110<sup>th</sup> Ave to North 135<sup>th</sup> Terrace  
Jupiter Farms – North 150<sup>th</sup> Lane to Sandy



**CERTIFICATE OF COVERAGE**

ISSUED ON: 11/12/2013

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PK FL1 0504018 13-10

COVERAGE PERIOD: 10/1/2013 TO 10/1/2014 12:01 AM

**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 subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder  
Palm Beach County  
2555 Vista Parkway  
West Palm Beach, FL 33411

*Designated Member*  
**South Indian River Water Control District**  
15600 Jupiter Farms Road  
Jupiter, FL 33478

**LIABILITY COVERAGE**  
 **Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury**  
 Limit \$3,000,000      \$0 Deductible  
 **Public Officials Liability**  
 Limit \$2,000,000      \$10,000 Deductible  
 **Employment Practices Liability**  
 Limit \$2,000,000      \$10,000 Deductible  
 **Employee Benefits Liability**  
 Limit \$3,000,000      \$0 Deductible  
**Law Enforcement Liability**  
 Limit

**WORKERS' COMPENSATION COVERAGE**  
**WC AGREEMENT NUMBER: WC FL1 0504018 13-15**  
  
 Self Insured Workers' Compensation  
  
 **Statutory Workers' Compensation**  
  
 **Employers Liability**  
 \$1,000,000 Each Accident  
 \$1,000,000 By Disease  
 \$1,000,000 Aggregate Disease

**PROPERTY COVERAGE**  
 **Buildings & Personal Property**  
 Per schedule on file with      \$5,000 Deductible  
 Trust Limit  
*Note See coverage agreement for details on wind, flood and other deductibles*  
**Rented, Borrowed and Leased Equipment**  
 Limit  
 **All other Inland Marine**  
 Limit \$1,185,447 TIV      See Schedule for Deductible

**AUTOMOBILE COVERAGE**  
**Automobile Liability**  
 Limit \$3,000,000      \$0 Deductible  
 All Owned  
 Specifically Described Autos  
 Hired Autos  
 Non-Owned Autos  
  
**Automobile Physical Damage**  
 Comprehensive See Schedule for Deductible  
 Collision See Schedule for Deductible  
 Hired Auto with limit of \$35,000  
  
**Garage Keepers**  
  
 Liability Limit  
 Liability Deductible  
 Comprehensive Deductible  
 Collision Deductible

**NOTE:** The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.

Description of Operations/ Locations/ Vehicles/Special items:

Evidence of Coverage

*This section completed by member's agent, who bears complete responsibility and liability for its accuracy.*

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.

Administrator  
Public Risk Underwriters®  
P.O. Box 958455  
Lake Mary, FL 32795-8455

CANCELLATIONS  
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM 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

Producer  
Public Risk Insurance Agency  
P. O. Box 2416  
Daytona Beach, FL 32115

*William Z...*

AUTHORIZED REPRESENTATIVE