## Agenda Item #3.M.3.

2-16-16

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: N	larch 1, 2016	[X] Consent [ ] Ordinance	[ ] Regular [] Public Hearing
Department: P	arks and Recreation		THE CONTRACTOR OF THE CONTRACT
Submitted By: P	arks and Recreation Department		
Submitted For: P	arks and Recreation Department		
	I. EXECUTIVE BE	RIEF	A CONTRACTOR OF THE CONTRACTOR
Motion and Title: Independent Cont	Staff recommends motion to receive ractor Agreement:	ve and file: the followi	ng original executed
Palm Beach Co Recreation Ce	ounty Officials Association, Inc., Junior nter, for the period November 3, 2015,	Volleyball League Instr , through December 19	ructor, West Boynton , 2015.
must be submitted Contractor Agreer (Board) by the Dire Resolution 94-422	cordance with County PPM CW-O-051 by the initiating Department as a Recenent has been fully executed on behactor/Assistant Director of the Parks and amended by Resolutions 2002-2103 the Board to receive and file. Distric	eive and File Agenda Itel alf of the Board of Cou d Recreation Departme 3, 2007-0409, and 201	<ul> <li>This Independent unty Commissioners nt in accordance with</li> </ul>
Agreements with Resolutions 2002-hiring process. The execute Independent	Justification: A resolution providing a recreation instructors and sports of 2103, 2007-0409, and 2012-0168) was Board granted the Director/Assistant ent Contractor Agreements and Amend 1,000, with contracts of \$10,000 or resolvents.	fficials (Resolution 94 as adopted by the Boa Director of Parks and Re Iments with recreation in	I-422, amended by ord to streamline the ecreation authority to nstructors and sports
of the Parks and R	ached has been executed on behalf of ecreation Department in accordance w itted to the Board to receive and file.	the Board by the Direct with the authority delegat	or/Assistant Director ed by the Board, and
Attachment: Inde	pendent Contractor Agreement		
Recommended by	y:	Date	128/2016

Deputy County Administrator

Approved by:

## **II. FISCAL IMPACT ANALYSIS**

A. Five Year Summa	ry of Fiscal Ir	mpact:			
Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures Operating Costs External Revenues Program Income (Count In-Kind Match (County)	-0- 1,584 (12,960) y) -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0-	-0- -0- -0- -0- -0-
NET FISCAL IMPACT	(11,376)	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative	) _0	-	-		
Is Item Included in Curre Budget Account No.:	Fund <u>0001</u>	 L_ Departme	No ent <u>580</u> Unit <u>5</u> Source <u>4721</u> F		
B. Recommended Sc	ources of Fun	ıds/Summarı	y of Fiscal Imp	act:	
Co Palm Beach County	ntractor Officials, Assoc		**************************************	84	
*FY2016 estimated operating costs will  C. Departmental Fisca	be determined a	these agreement the termination	ents is \$11,376. Ac n of these agreeme	ctual Revenue and ents.	
	<u>III. 1</u>	REVIEW CO	<u>MMENTS</u>		
A. OFMB Fiscal and/o	or Contract De	evelopment a	and Control Co	mments:	
OFMB John John B. Legal Sufficiency:	7/8/1	16	Contract Deve	Apply 5 Flopment & Cont	<u> </u>
Assistant County Attorne	2/11/16				
C. Other Departmenta	l Review:				
Department Director					

G:\Financial and Support Division\Contracts\FY2016\Agendas for Receive and File\03-01-16 - ica.doc

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

DIVISION: FINANCIAL & SUPPORT SERVICES REVENUE ACCOUNT: 0001-580- 5252 -472109 EXPENSE ACCOUNT: 0001-580, 5252 -3422	VENDOR CODE: PALM0168	KP0580 102715**29
M/C: PS:		DD: 15

	Ψ
	INDEPENDENT CONTRACTOR AGREEMENT FOR
	PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
-	
11	IIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as the "Agreement," is made and
en	stered into on 10/27/2015 by and between the Board of County Commissioners of Paint
	each County, Florida, hereinafter referred to as "COUNTY," and Palm Beach County Officials Association, Inc.
Inc	dependent Contractor, hereinafter referred to as "CONTRACTOR".
	WITNESSETH:
	WHEREAS, COUNTY, by and through its Parks and Recreation Department, hereinafter referred to as the
"D	epartment," organizes and provides programming activities for the benefit and wellbeing of the general public
an	
	WHEREAS, it is the intent of the Department to organize and make available a certain program / class
les	sson referred to as, hereinafter referred to as "activity"; and
	· · · · · · · · · · · · · · · · · · ·
	WHEREAS, said activity will be conducted by CONTRACTOR and governed by the Department pursuant to
the	e terms and conditions of this Agreement.
	NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, COUNTY
and	d CONTRACTOR hereby agree as follows:
1	Term: This Agreement is effectiveNovember 3, 2015, and will terminateDecember 19, 2015,
••	and is not subject to extension or renewal.
	and is not subject to extension of renewal.
2.	Fees and Charges: The fee charged to participate in this activity is \$ 60.00 per participant
	The collection of such fees is the responsibility of the Department.
	Additional charges, if any, assessed to the participants of the activity are limited to:
3.	Payments To Contractor:
	a. The total amount payable by COUNTY under this Agreement for the services to be performed hereunder
	is not to exceed One Thousand Five Hundred Eighty Four dollars (\$ 1,584.00 ).
	b. Payments to CONTRACTOR will be \$ 33.00 per game
	(peld perildpent / class / lesson)
	% of the total participation fees paid.

c. The COUNTY, through the Department, will process payment to CONTRACTOR on a bi-weekly basis following receipt of CONTRACTOR's invoice.

Though CONTRACTOR's invoice will be considered the basis for payment, the actual amount paid will be determined by the COUNTY. In the event of a discrepancy between the amount paid and the amount invoiced, the decision of the COUNTY is final. CONTRACTOR may request to review any supporting documentation utilized to determine the amount paid.

	4.	Specific	Details:
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a.	Instructor: Volleyball Officials		
b.	Type of service / Name of activity: Officiating / junior volleyball league games		
c.	Day(s)/Date(s) Scheduled: Tuesday, Wednesday or Saturday / November 3 - December 19, 2015		
d.	Time Scheduled: Game times vary from 9:00am - 9:00pm		
€.	Activity area / Location: Gymnasium / West Boynton Recreation Center		
f.	A minimum of 24 and a maximum of 216 paid participants must be received Department prior to commencement of the activity. The Department reserves the right to can activity in the event that the specified minimum number of participants have not registered and paid	rcel	the the

5. Independent Contractor Relationship: The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

6. Taxes: It is acknowledged and agreed that the service to be provided by CONTRACTOR is a professional service and that the COUNTY is neither paying Social Security benefits nor withholding taxes from CONTRACTOR's compensation for said service. CONTRACTOR assumes sole responsibility for the payment of any and all federal, state, and local taxes as now exist or may hereafter come into being as such taxes may be applicable to the payments made by COUNTY to CONTRACTOR in exchange for the services to be performed hereunder.

Additionally, CONTRACTOR is not eligible to benefit from the COUNTY's Tax Exempt Status. As such, CONTRACTOR is not exempt from the payment of sales taxes to suppliers for any materials as may be used in the performance of CONTRACTOR's obligations under this Agreement.

7. <u>Termination</u>: The COUNTY may terminate this Agreement at any time upon written notice to the CONTRACTOR and CONTRACTOR may terminate this Agreement by providing thirty (30) business days advance written notice to the COUNTY. Such notice to be delivered to the Department's authorized representative.

8. <u>Subcontracting</u>: CONTRACTOR may not, without the advance written consent of the Department, subcontract or assign any rights, responsibilities or obligations under this Agreement.

#### 9. Performance:

#### a. CONTRACTOR agrees to:

- perform the services set forth herein in accordance with all applicable association/governing body rules and regulations, and in a competent, professional, safe, and responsible manner with full regard for the safety of the participants and the facility;
- assure that no person other than CONTRACTOR or a qualified employee of CONTRACTOR is engaged in the provision of the services required to be performed hereunder;
- provide and maintain, in proper working order and condition, all equipment and materials necessary to conduct the services to be performed hereunder;
- inspect the activity area prior to beginning each activity to assure safety standards. In the event of a safety concern, CONTRACTOR is to report such concern immediately to the authorized Department representative and postpone the activity until the Department's representative determines that the concern has been addressed;
- inspect the activity area following each activity to assure that the area remains in good condition and order;
- utilize Instructional methods and procedures conducive with the Department's purpose, intent, and objective in providing the recreational activity;
- provide the Department's authorized representative five (5) business days advance notice of all schedule conflicts/changes;
- 8. Immediately notify the Department's authorized representative of any unanticipated absences such as personal/family illnesses; and
- adhere to applicable Department policies and procedures and all federal, state and local laws and regulations, including Palm Beach County Code, Chapter 21, as may be amended, pertaining to Parks and Recreation.

## b. COUNTY agrees to:

- 1. maintain the activity area and associated facilities in a safe and clean condition;
- 2. conduct registration, collect participation fees, and process refunds;
- 3. provide activity rosters to the CONTRACTOR; and
- 4. publicize, promote, and advertise the activity when feasible.
- Exhibits: CONTRACTOR's Scope of Service is included as Exhibit "A" to this Agreement. Any and all other applicable Exhibits hereto are attached and incorporated herein.

If additional provisions or requirements such as specialty certifications, licenses and/or memberships are applicable to the activity provided for herein, such provisions and/or requirements may be attached hereto as an Exhibit.

11. Department Representative: The Department's authorized	ed representative for this Agreement is:
Name; Cameron Morris / Jim Henneman	Phone Number: (561) 355-1125

Insurance Requirements: It is the responsibility of CONTRACTOR to provide proof of the required insurance coverages specified in Exhibit "B" to this Agreement.

Such proof of insurance must be provided to the Department's authorized representative prior to the execution of this Agreement.

- 13. <u>Indemnification</u>: CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of CONTRACTOR.
- 14. Notices: All notices required in this Agreement are to be hand delivered or sent by certified mall, return receipt requested.

If sent to COUNTY, such notices are to be addressed:

Palm Beach County Parks and Recreation Department Attn: \_Jim Henneman

2700 6th Avenue South Lake Worth, Florida 33461

If sent to CONTRACTOR, such notices are to be addressed:

" CON TO CONTINUE	ces are to be address
Russell L. Black	
1320 Fishers Place	
West Palm Beach, FL 33413	
561-684-2010	

- 15. 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.
- 16. No 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 CONTRACTOR.
- Availability of Funds: COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS:

Director / Assistant Director
Palm Beach County Parks and Recreation Department

In The Event Contract Amount Is Equal To Or Exceeds \$10,000.00:

County Administrator -

WITNESS -

**CONTRACTOR -**

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

County Attorney -

NTRA		

Palm Beach County Officials Association, Inc.

VENDOR CODE: PALM0168

DOCUMENT NUMBER: KPO580102715X99

## **EXHIBIT "A" Scope of Service**

#### SCOPE OF SERVICE

Mr. Black/PBCOA will be providing services as a volleyball official for the West Boynton Recreation Center Junior Volleyball League.

Officials will be using rules governed by the Florida High School Athletic Association and all sup

related to the West Boynton Junior Volleyball League.	LUIGS
Games will be played on Tuesdays, Wednesdays or Saturdays from November 3, 2015 through December 2015. Game times vary from 9:00am 9:00pm. A fee for services provided will be \$33.00 per official per	r 19, r game
MATERIALS PROVIDED BY COUNTY	
Whistles	
Are participants being transported as part of the Scope of Service?	
According to Florida Statute Chapter 440, are you required to maintain Workers' Compensation and Employer Liability coverage?	
CONTRACTOR: Palm Beagh County Officials Association, Inc	
9 Will Back	
RUBBILL BLACK PRESIDENT	
NAME (TYPE OR PRINT)  TITLE (TYPE OR PRINT)	
FXHIRIT "Δ"	

Page 1 of 1

CONTRACTOR NAME	TOR NAME
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Palm Beach County Officials Association, Inc.

VENDOR CODE: PALM0168 CP058010271379

## EXHIBIT "B" Insurance Requirements

CONTRACTOR will maintain in full force and effect, on a primary basis and at its sole expense, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of this Agreement. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Agreement. CONTRACTOR agrees to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages.

Paln	Beach County Parks & Recreation Department Representative to Initial as applicable:
	No insurance Required: Based on scope of services, CONTRACTOR shall not be required to provide insurance.
M	Commercial General Liability: CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
	Auto Liability: CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
	Workers' Compensation Insurance & Employer's Liability: CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
	Professional Liability: CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims — made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, not renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Agreement, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years.

	PORD	CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/ DD/ YYYY) <b>08/06/2015</b>	
THE	CERTIFICATE IS ISSUED AS A MATTER O TIMELY AMEND, EXTEND OR ALTER THE SSLING INSURER(S), AUTHORIZED REP	RESENT/	NTIVE OR	PRODUCER, AND THE CERTIF	CATE HOLDER	C OF MODIVANCE DO	S CERTIFICATE DOES NOT AFFIRMA DES NOT CONSTITUTE A CONTRACT	TVELY OR BETWEEN	
IMPO	RTANT: If the certificate holder is an ADDITI e an endomement. A statement on this certif	CALAL IN	Stimen A			/AfVED, subject to the ent(s).	terms and conditions of the policy, certal	n policies ma	
PRO	OUCER				CONTACT NAME: 8				
P.O.	LER & COMPANY, INC. BOX 5866			PHONE (A/ C, No. Ext): 800-622-7370   FAX (A/ C, No): 803-256-4017					
COL	UMBIA, SOUTH CAROLINA 29250	-5866			E-MAIL ADDRESS: sods@asdiereports.com				
INSUI	ŒD				PRODUCER CUSTO				
D/B/	SPORTSPLEX OPERATORS AND DEVE	.OPERS	ASSOCIA	ATION		ING COVERAGE	NAIC #		
7167 Boscanni Drive Boynton Beach, FL 33437 Club #: 28770					MSURER A: NATIONAL CASUALTY COMPANY INSURER B: NATIONWIDE LIFE INSURANCE COMPANY INSURER C: INSURER D:				
				CERTIFICATE NUMBE	R		REVISION NUMBER		
NOTA PERTA	S TO CERTIFY THAT THE POLICIES OF IN ITHSTANDING ANY REQUIREMENT, TER AM. THE INSURANCE AFFORDED BY TH IAVE BEEN REDUCED BY PAID CLAIMS.	ISURANI MI OR CO E POLICI	RE LETTE INDITION E8 DESC	D BELOW HAVE BEEN ISSUED FOR ANY CONTRACT OR OTHE TRIBED HEREIN IS SUBJECT TO	TO THE INSURED NA IR DOCUMENT WITH I ALL THE TERMS, EX	MED ABOVE FOR TH RESPECT TO WHICH (CLUSIONS AND CON	E POLICY PERIOD INDICATED, THIS CERTIFICATE MAY BE ISSUED IDITIONS OF SUCH POLICIES, LIMITS	OR MAY SHOWN	
INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/ DD/ YYYY)	POLICY EXP (MW/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X				, , , , , , , , , , , , , , , , , , , ,			
	COMMERCIAL GENERAL LIABILITY				04:32PM ET 08/06/2015				
	CLAIMS MADE OCCUR					12:01AM ET 08/06/2016	EACH OCCURRENCE	\$2,000,000	
			l				DAMAGE TO RENTED PREMISES (En occurrence)	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES			KRO0000004980900			MEDICAL EXPENSES (other than participants)	\$5,000	
	PER:						PERSONAL & ADV INJURY	\$2,000,000	
	POLICY PROJECT LCC						GENERAL AGGREGATE	MONE	
	OTHER		1 1				PRODUCTS-COMP! OF AGG	\$2,000,000	
•	AUTOMOBILE LIABILITY	-					LEGAL LIAB TO PARTICIPANTS	\$2,000,000	
	□ANY AUTO □ALL OWNED AUTOS						COMBINED SINGLE LIMIT (En Accident)		
	SCHEDULED AUTOS						BODILY INJURY (Per person)		
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY (Per audident)		
_	UMBRELLA LIAB OCCUR						PROPERTY DAMAGE (Per socident)		
	EXCESS LIAB CLAIMS-MADE						EACH OCCURRENCE	₩.	
	☐ DEDUCTIBLE ☐ RETENTION			n/a	n/a	n/a	AGGREGATE		
	WORKERS COMPENSATION								
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR!		- 1				☐ PER STATUE		
	PARTNER / EXECUTIVE Y/N						OTHER		
	EXCLUDED?			N/A			E.L. EACH ACCIDENT		
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	l					ELL DISEASE - EA EOMPLOYEE		
_							E.L. DISEASE - POLICY LIMIT		
ı	PARTICIPANT ACCIDENT		Jaxa	JX\$00000 <u>2</u> 6676400-	04:32PM ET		EXCESS MEDICAL	\$100,000	
	PTION OF OPERATIONS / LOCATIONS / Veral Limbility policy, if included above, is			^	08/06/2015	08/06/2016	ADAD	\$5,000	
E: CC Official Micial M	DVERED Sports Officials - Accidentials Names: Marc Altman, Russ Black, rts, Joe Francis, Les Gershberg, Et Rich Nimphlus, Jay Oberfield, Rod re, Anthony Mancino, Hector Roma Officials Accident Only: \$100,000 is sedic Visits - 5 Visits Maufmum @ \$ sedic Visits - 6 Visits Maufmum @ \$ cotials General Liability as Part or cockays—brain Injury provision: \$4,00 to Participant Accident policy, if include that hidder is added as an additional insure BCATE HOLDER TIONSHIP: fty Owner/ Lessor	& Gene Neal Bli Guillar dy Padi n, Ed Ri Excess I 50 Per \ num of 2 f Packar 00,000 a f above, I d, but only	ral Linb leatein, ni, Dick I la, Mike chardec Medical; /isit; Ho 25% \$2,0 300 ggreggr not a po y with resp	Jim Brass, Jack Brownson Howard, John Huston, Bane e Rinaldo, Brian Sander, Le n, Rick Schiliro, Mark Truc \$5,000 Accidental Death spitalization - Inpatient & C geon's Benefits; Emergen 00,000 Each Occurrence; te per Insured, defense ins art of the ERS Riak Purchasing poot to the lebiting arising out of the CANCELLATION  SHOULD ANY OF T	a, Larry Calfaway, F.  y Kahin, Marty Lan  ren Schumensky,  lel, Barbara Felice,  or Dismembermeni  Nipatient - \$1,000  y Room - \$500 Me  \$2,000,000 Legal II  ide the Ilimits, j Wa  Group Association, in  a operations of the inst	Frank Chickory, Mil din, Marty LaValler Arnie Schwartz, B. Jay Paidin, Jeson t. \$500 per claim di Maximum; Surgeo scimum; Physician Lability to Participa werl Release Rect co. red above.	ke Cress, Steve Cutter, Bob Dav y, Jay Lugo, Carl Mohsinger, Ch ob Thomas, Denny Zaskey, Joe Gross eductible; Physical Therapy & m's Benefita - \$2,600 Maximum, Visite - \$50 Maximum Per Visit)	key.	
alm Beach Board of County Commissioners, A Political abdivision of the State of Florida, its Officers, Employees, and tents				and Authorized REPRE	AUTHORIZED REPRESENTATIVE (COMPANY A) ACOUNTY PROVISION				
ılm I	Beach Board of County Con	ımissi	onere	AUTHORIZED REPRES	SENTATIVE (company	B)			
00 6th Avenue ike Worth , FL 33461				Isan.	Succes				

Coverage is only extended to U.S. evente and soft/filee \*\* NOTICE TO TEXAS INSUREDS: The Insurer for the purch ACORD 25 (2014/01) not be subject to all the insurance laws and regulations of the Slate of Texas.
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