

Agenda Item #3.M.2.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 6, 2010

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Palm Beach State College for the period April 6, 2010, through September 30, 2010, in an amount not-to-exceed \$2,500 for funding of the Project Upward Bound 2010 student trip.

Summary: This funding is to help offset the cost of a student spring break trip sponsored by the Palm Beach State College Upward Bound program. Approximately twenty five youth participated in the trip to visit universities within the State. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to January 1, 2010. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 3 (AH)

Background and Justification: In October of 2009, the Board entered into a RAP funding Agreement with Palm Beach Community College (now named Palm Beach State College and referred to as "Palm Beach State") in an amount not to exceed \$5,000 to help offset costs for a Project Upward Bound trip scheduled for late last fall. The trip had to be canceled, and the funding agreement (R2009-1696) terminated on December 30, 2009. Palm Beach State subsequently requested that the funding from the Agreement be reallocated to provide funding for the Project Upward Bound 2010 spring break trip. The District 7 Commissioner was able to offer \$2,500 for the trip, with the difference from the remaining original funding of \$5,000 to be awarded to another proposed District 7 RAP project.


Project Upward Bound provides supplemental instructions to high school students in math, English, science, and language, and offers student program participants an annual trip to expose them culturally to various venues they would not experience otherwise. The spring break trip took twenty five Project Upward Bound participants to the University of Florida, Florida State University, and Florida A & M University to increase their exposure to university cultural and academic experiences.

The \$2,500 in RAP funding will help offset the spring break trip expenses for admission fees, transportation costs, lodging, meals, and other miscellaneous expenses. The Agreement has been executed on behalf of Palm Beach State College, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 
Department Director

3-15-2010
Date

Approved by: 
Assistant County Administrator

3/29/10
Date

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
PALM BEACH STATE COLLEGE FOR THE 2010 PROJECT UPWARD BOUND TRIP**

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 Palm Beach State College, a college within the State of Florida Community College System, hereinafter referred to as "Palm Beach State".

WITNESSETH:

WHEREAS, Palm Beach State sponsors the Project Upward Bound program which provides supplemental instructions to high school students in math, English, Science and language, and offers student participants an annual trip to expose them culturally to other venues which they do not have the opportunity to experience on their own; and

WHEREAS, Palm Beach County previously approved a now lapsed Recreation Assistance Program (RAP) Agreement (R2009-1696) in an amount not to exceed \$5,000 for a Project Upward Bound 2009 student trip to Orlando to attend Entertainment and Career Development Workshops; and

WHEREAS, the trip did not take place as planned, and Palm Beach State requested that RAP funding be reallocated for a substitute trip in 2010 to take students to Gainesville and Tallahassee, Florida, in order to visit the University of Florida, Florida A & M University, and Florida State University; and

WHEREAS, the Upward Bound program increases exposure of high school students to cultural and academic experiences; and

WHEREAS, the Upward Bound 2010 trip will be attended by twenty five (25) students and four (4) chaperones; and

WHEREAS, the Upward Bound 2010 trip will cost approximately \$2,500 for admission fees, transportation costs, lodging, meals, and other miscellaneous expenses associated with the trip; and

WHEREAS, Palm Beach State has requested from County an amount not to exceed \$2,500 to help offset costs for the 2010 Upward Bound trip; and

WHEREAS, County desires to provide funding to help offset costs for the Upward Bound 2010 trip; and

WHEREAS, funding for the Upward Bound 2010 trip in an amount not to exceed \$2,500 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, Palm Beach State's participation in programs to expose high school students to academic, social, cultural, and recreational experiences is deemed 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 \$2,500 to Palm Beach State for Project Upward Bound trip costs for admission costs, transportation costs, lodging, meals, and other miscellaneous expenses associated with the trip, as specifically set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Palm Beach State on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Palm Beach State. Said information shall list each invoice paid by Palm Beach State and shall include the vendor invoice number; invoice date; and the amount paid by Palm Beach State along with the number and date of the respective check or proof of payment for said payment. Palm Beach State shall attach a copy of each vendor invoice paid by Palm Beach State along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Palm Beach State's Program Administrator and Project Financial Officer shall certify the total funds spent by Palm Beach State on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Palm Beach State and approved by Palm Beach State as indicated.

3. Palm Beach State incurred expenses for the Project beginning on January 1, 2010. Those costs incurred by Palm Beach State for the Project, approved and submitted accordingly by Palm Beach State subsequent to January 1, 2010, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Palm Beach State may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Palm Beach State agrees, warrants, and represents that all of the employees and participants in the Project were treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital

status, sexual orientation, gender identity, or expression.

6. Palm Beach State shall be responsible for the operation and maintenance of the Project, including all associated Project costs.

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

8. The parties agree that, in the event Palm Beach State is in default of its obligations under this Agreement, the County shall provide Palm Beach State thirty (30) days written notice to cure the default. In the event Palm Beach State fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Palm Beach State for the Project deemed to be in default and Palm Beach State shall return any County RAP funds already collected by Palm Beach State for the Project.

9. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 8 above.

10. Palm Beach State must complete the Project by June 30, 2010 and invoices and checks submitted for reimbursement must be dated within the project time frame of January 1, 2010, through June 30, 2010. Palm Beach State shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before September 30, 2010. Upon written notification to County at least ninety (90) days prior to that date Palm Beach State may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Palm Beach State's request for said extension.

11. In the event Palm Beach State ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of the Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Palm Beach State. The determination that Palm Beach State has ceased or suspended the Project shall be made by County and Palm Beach State agrees to be bound by County's determination.

12. Palm Beach State agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity

conducted by Palm Beach State. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

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

14. It is understood and agreed that Palm Beach State is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. To the extent permitted by law and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, in the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Palm Beach State shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Palm Beach State, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to the Agreement for which Palm Beach State is eligible to receive reimbursement from the County.

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

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

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

Prior to execution of this Agreement by the County, Palm Beach State 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 Palm Beach State of its liability and obligations under this Agreement.

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

17. Palm Beach State shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Palm Beach State, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

18. The County and Palm Beach State 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.

19. 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.

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

21. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. The Agreement may be modified and amended only by written instrument executed by the parties hereto.

22. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to Palm Beach State:

President
Palm Beach State College
4200 Congress Avenue
Lake Worth, Fl 33461

23. 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: _____
Burt Aaronson, Chair

WITNESSES:

PALM BEACH STATE COLLEGE, ON BEHALF OF ITS BOARD OF TRUSTEES

A Susan W. Yinger
Beronica Finnet

By: *Russ A. Bell* 3/2/10

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

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

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

Municipality: Palm Beach Community College

Mailing Address: 4200 Congress Avenue – MS #1, Lake Worth, FL 33461

Name of President: Dr. Dennis P. Gallon

Project Liaison Information:

Name: James Culver, Director

Telephone #: 868-3072

Fax #: 868-3605

e-mail: Culverj@pbcc.edu

PROJECT INFORMATION

1. Name of Project: 2010 Project Upward Bound Spring Break Trip
2. Project Description
 - General (Project Scope): Project Upward Bound provides supplemental instructions to high school students in math, English, Science and language and exposes students to diverse cultural and educational activities through an annual student trip. The 2010 Project Upward Bound trip will take students to visit FAMU, the University of Florida, The Florida State University.
 - Public Purpose: To increase high school completion and subsequent enrollment into a post-secondary institution, while increasing exposure to diverse educational and cultural activities.
 - Location: Gainesville and Tallahassee, Florida, for the purpose of giving the students the opportunity to visit colleges they may not otherwise have the opportunity to visit. It will help them in making their decision on where they would like to attend post-secondary education.
 - Anticipated Number of Participants/Users: approximately (25).
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.

Admission costs, transportation costs, lodging expenses, meals, and other miscellaneous expenses associated with the Spring Break trip to FAMU, UF, and FSU .
4. Estimated Lump Sum Total for Project: \$ 2,500.00
5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). January 1, 2010 through June 30, 2010
6. 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: Insurance Certificate(s) X

Amount of Recreation Assistance Program Funding awarded

\$ 2,500

District 7

(filled in by County)

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



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date _____

Grantor: _____ 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

_____ Date

Grantee: _____

Project Name: _____

Submittal #: _____

Contract Reimbursement Period: _____

Check or Voucher

Invoice

#	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.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

 Administrator Date

 Date

Arthur J. Gallagher Risk Management Services, Inc.

7380 W. Sand Lake Road
Suite 390
Orlando, FL 32819
USA

⁶
EBIX BPO

Palm Beach County Board of County Commissioners

Parks & Recreation Department
2700 6th Avenue So.

Lake Worth, FL 33461
USA

5:93:849



This document was brought to you by CertificatesNow and Arthur J. Gallagher Risk Management Services, Inc. in Orlando, FL.

If you have questions regarding the content of this document, please contact the Producer/Agent listed on the certificate of insurance.

The data included in this notice and in the attached document is confidential to ConfirmNet and Arthur J. Gallagher Risk Management Services, Inc.

cc:

The data included in this notice and in the attached document is confidential to Ebix BPO and the party responsible for bringing you this information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/10

PRODUCER 1-800-524-0191
Arthur J. Gallagher Risk Management Services, Inc.
 7380 W. Sand Lake Road
 Suite 390
 Orlando, FL 32819

INSURED
Palm Beach State College
 4200 Congress Avenue
 Lake Worth, FL 33461

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 POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below <input type="checkbox"/> Y/N				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Specific XS Workers Comp	WCUC46132543	03/01/10	03/01/11	Statutory XS of 500,000SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PBCC's Employment Training Program - Belle Glade campus, will assist Palm Beach State College - Department of Parks & Recreation, with scholarships for Glades area students participating in the Training program.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
Parks & Recreation Department
 2700 6th Avenue So.
 Lake Worth, FL 33461
 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.