

RESOLUTION NO. 04-345

A RESOLUTION OF THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY OF THE CITY OF KEY WEST (LRA) AUTHORIZING ACCEPTANCE OF AN ENTERPRISE FLORIDA INFRASTRUCTURE GRANT IN THE AMOUNT OF \$600,00.00; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE NAVAL PROPERTIES LOCAL REDEVELOPMENT AUTHORITY, AS FOLLOWS:

Section 1: That acceptance of an Enterprise Florida Infrastructure grant in the amount of \$600,000.00 is hereby authorized.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Authority.

Passed and adopted by the Naval Properties Local Redevelopment Authority at a meeting held this 19 day of October, 2004

Authenticated by the presiding officer and Clerk of the Authority on October 20, 2004.

Filed with the Clerk October 20, 2004.


JIMMY WEEKLEY, CHAIRMAN

ATTEST:


CHERYL SMITH, CITY CLERK

INFRASTRUCTURE GRANT AGREEMENT

THIS INFRASTRUCTURE GRANT AGREEMENT (together with any written amendment hereto that hereafter may be executed and delivered by the parties, this "Agreement") is made and entered into as of this 15th day of November, 2004 by and between ENTERPRISE FLORIDA, INC., a Florida corporation not for profit ("EFI"), and City of Key West (the "Grantee").

WHEREAS, the Legislature of the State of Florida has appropriated funds to be used to help counties, cities, and local economic development councils make necessary infrastructure improvements needed to facilitate the base retention and reuse (the "Grant Program").

WHEREAS, in partnership with the Office of Tourism, Trade, and Economic Development of the State of Florida ("OTTED"), EFI has agreed to administer the Grant Program; and

WHEREAS, the Grantee is an organization eligible to receive funding under the Grant Program; and

WHEREAS, the parties desire to enter into this Agreement, whereby the Grantee shall be awarded grant funding under the Grant Program, as provided herein, for the purpose or project (the "Project") described in the application that the Grantee submitted to EFI for this purpose, a copy of which is attached hereto as Exhibit A (the "Grant Application");

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** The term of this Agreement shall commence as of the date of this Agreement and shall continue until the Final Audit Report pursuant to Paragraph 9 is accepted by EFI.

2. **Grant Funds.** Pursuant to the terms of this Agreement, EFI shall pay to the Grantee from the Grant Program an amount equal to the lesser of Six Hundred Thousand dollars (\$600,000) or the amount actually expended by the Grantee on the Project (in total or any part thereof, the "Funds"). In consideration of such grant, Grantee agrees as follows:

a. The Funds shall be expended solely for the purpose of the Project and the accomplishment of the Activities, as provided by Paragraph 3, or for the reimbursement of the Grantee's own funds theretofore expended for the same purpose. Unless specifically authorized in the Schedule of Activities, the Grantee shall not use the Funds for any of the following expenses:

- (1) salaries of Grantee's employees;
- (2) travel or incidental costs;

- (3) lobbying the Legislature, the Courts, or any state agency of the State of Florida;
- (4) administration of the Project; or,
- (5) any activity inconsistent with Section 216 Florida Statutes, relating to fixed capital outlay.

b. Any expenditure in connection with the Project that exceeds the total amount of the Funds shall be the sole responsibility of the Grantee. Unless EFI otherwise agrees in its discretion, Grantee shall be required to complete the Project even if it must expend its own funds to do so.

3. **Scope of Work.** Within sixty (60) days after the date this Agreement is executed by both parties, the Grantee shall deliver to EFI a schedule in which is described each activity to be performed by the Grantee under this Agreement (individually, an "Activity"; collectively, the "Activities"). These activities shall support the purpose of this grant:

This project provides for improved road ingress/egress to be utilized by Naval Air Station Key West through property conveyed to the City of Key West as part of 1995 BRAC. In addition, this new roadway will be used by the public to access the Truman Waterfront and Fort Zachary Taylor State Park.

Upon EFI's receipt and approval of the schedule, the schedule will be attached hereto as Exhibit B (the "Schedule of Activities"). The Grantee shall perform and accomplish each Activity set forth in the Schedule of Activities on or before the respective due date of such Activity indicated therein. The Schedule of Activities at any time in effect may be revised from time to time in accordance with the following procedures:

a. With each Status Report for the Project required by Paragraph 5 of this Agreement, the Grantee may deliver to EFI a proposed revised Schedule of Activities (the "Proposed Schedule"). The Proposed Schedule shall include all Activities included in the current Schedule of Activities and any new Activities that the Grantee proposes to be completed following the date the Proposed Schedule is delivered. For each Activity included in the Proposed Schedule that already has been completed, the Proposed Schedule shall indicate the date of completion, the expenditures originally anticipated to be associated therewith as reflected in the current Schedule of Activities, and the total actual expenditures associated therewith for which reimbursement from the Funds was received or is to be requested. For each Activity included in the Proposed Schedule that has not yet been completed, the Proposed Schedule shall indicate the due date of such Activity and the anticipated expenditures associated therewith, for which reimbursement from the Funds was received or is to be requested. The Grantee's delivery of a Proposed Schedule shall constitute a request by the Grantee that the Proposed Schedule be adopted by EFI in place of the current Schedule of Activities, pursuant to Paragraph 3(b) below.

b. Within thirty (30) days after receiving any such Proposed Schedule, EFI shall notify the Grantee of its decision, in EFI's absolute discretion, either to adopt the Proposed

Schedule or not to adopt the Proposed Schedule. If in its absolute discretion EFI adopts the Proposed Schedule as submitted by the Grantee, it shall notify the Grantee in writing of its decision and from the date of such notice the Proposed Schedule shall become the Schedule of Activities under this Agreement and shall be attached to this Agreement as a replacement Exhibit B. If in its absolute discretion EFI elects not to adopt the Proposed Schedule, or if EFI fails to give Grantee written notice within such thirty (30) day period, the current Schedule of Activities shall continue to be the Schedule of Activities.

c. The Schedule of Activities and any Proposed Schedule may incorporate by reference the Activities indicated on a work plan, schedule, or other document prepared by the Grantee or any other person or entity, provided that it contains the information required by this Paragraph 3.

4. **Initial Disbursement.** Upon EFI's receipt and approval of the Schedule of Activities, pursuant to Paragraph 3, and Certificate of Insurance, pursuant to Paragraph 16, EFI shall pay to the Grantee as an initial disbursement in respect of the Funds an amount equal to **One Hundred Fifty Thousand dollars (\$150,000)**.

5. **Status Report.** Until completion of the Project, the Grantee shall deliver to EFI quarterly project status reports (each, a "**Status Report**") as follows:

a. Grantee shall deliver a Status Report to EFI on or before the tenth (10th) day following the last day of each Reporting Quarter during the term of this Agreement. As used in this Agreement, a "**Reporting Quarter**" shall mean a quarter of the reporting year ended August 31, with the Reporting Quarters to end on November 30, on the last day of February, on May 31, and on August 31. This will allow EFI to complete its quarterly report to the Office of Tourism, Trade and Economic Development (OTTED) and request all Contract Funds required at that time.

b. Each Status Report shall outline the Grantee's progress in completion of the Project during the Reporting Quarter for which the Status Report is delivered, and it shall specifically include the following information:

(1) A list of the Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter and that actually were completed during the Reporting Quarter ("**Completed Scheduled Activities**"). For each Completed Scheduled Activity, the Status Report shall indicate the date of completion and the actual expenditures in relation thereto for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence that each Completed Scheduled Activity was completed as indicated in the Status Report, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation;

(2) A list of the Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter for which progress toward completion was made but that were not completed during the Reporting Quarter ("**Partially Completed Scheduled Activities**"). For each Partially Completed Scheduled Activity, the Status Report shall indicate as a percentage the Grantee's progress in completion and shall describe briefly the reasons why the activity was not completed. The Status Report also shall indicate the actual expenditures in relation to each Partially Completed Scheduled Activity for which

disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence of the Grantee's progress in completion of the Partially Completed Scheduled Activity, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation:

(3) A list of Activities indicated in the Schedule of Activities to be completed during the Reporting Quarter for which no progress was made toward completion during the Reporting Quarter ("Incomplete Scheduled Activities"). For each Incomplete Scheduled Activity, the Project Status Report shall briefly describe the reasons why no progress was made toward completion of such Activity during the Reporting Quarter:

(4) A list of Activities completed during the Reporting Quarter that were not indicated in the Schedule of Activities to be completed during the Reporting Quarter ("Completed Unscheduled Activities"). For each Completed Unscheduled Activity, the Status Report shall indicate the date of completion and the actual expenditures in relation thereto for which disbursement of Funds is requested. Attached to the Status Report, and clearly labeled, shall be evidence that each Completed Unscheduled Activity was completed, which evidence may include copies of reports, statements, photographs, or any other appropriate documentation:

(5) A summary of the Grantee's actual expenditures related to the Project during the Reporting Quarter, and for which disbursement of Funds has been received or is to be requested, compared to the anticipated expenditures for the Reporting Quarter as indicated in the Schedule of Activities:

(6) A summary of the Grantee's actual expenditures related to the Project since the date of this Agreement, and for which disbursement of Funds has been received or is to be requested, compared to the anticipated expenditures since the date of this Agreement as indicated in the Schedule of Activities:

(7) To the extent the same is material, a summary and explanation of any unanticipated changes among the contractors, subcontractors, and other participants involved in the Project: and

(8) A summary and explanation of any other material changes that may affect the outcome or commercial potential of the Project.

6. **Invoice.** With each Status Report, the Grantee shall deliver to EFI an invoice that includes the following information (each, an "Invoice"):

a. the cumulative expenditures related to the Completed Scheduled Activities for which disbursement of the Funds is requested:

b. the cumulative expenditures related to the Partially Completed Scheduled Activities for which disbursement of the Funds is requested:

c. the cumulative expenditures related to Completed Unscheduled Activities for which disbursement of the Funds is requested:

d. any other unreimbursed expenditures related to Activities completed in prior Reporting Quarters or otherwise for which disbursement of the Funds is requested; and

e. receipts or documentation for all expenditures.

7. **Disbursement of Funds.** Within thirty (30) days after receiving the Status Report and Invoice and approval of the same, EFI shall disburse to the Grantee an amount equal to the cumulative amount of unreimbursed expenditures for Completed Scheduled Activities indicated therein, provided that EFI shall be required to disburse no more than the amount of anticipated expenditures related to each Completed Scheduled Activity indicated on the Schedule of Activities. Within EFI's absolute discretion, EFI also may disburse to the Grantee an amount equal to or less than one or more of the following:

- a. the cumulative amount of unreimbursed expenditures for Partially Completed Activities indicated in the Invoice;
- b. the cumulative amount of unreimbursed expenditures for Completed Unscheduled Activity; or
- c. the amount of unreimbursed expenditures for Completed Scheduled Activities that exceeds the anticipated expenditures related thereto as indicated in the Schedule of Activities
- d. any other unreimbursed expenditures related to Activities completed in prior Reporting Quarters or otherwise related thereto as indicated in the Schedule of Activities. With each disbursement of Funds, EFI shall deliver to the Grantee a statement indicating the amount of Funds disbursed in relation to items (a) through (d) above.

With each disbursement of Funds, EFI shall deliver to the Grantee a statement indicating the amount of Funds disbursed in relation to the Completed Scheduled Activities, the Partially Completed Scheduled Activities, the Completed Unscheduled Activities, and any other Activities and purposes.

8. **Final Project Report and Disbursement.** Grantee shall submit a Final Project Report within forty-five (45) days following Grantee's completion of the Activities. Final disbursement shall be made only after EFI has approved the Final Project Report, which shall include the following information:

- a. a certification that the Project, including all of the Activities, has been completed in compliance with the terms and conditions of this Agreement;
- b. a certification that the Project meets state and local construction standards, as applicable;
- c. the total amount of Funds received from EFI pursuant to this Agreement;
- d. the total amount of funds received from other sources in relation to the Project;

e. the total amount of Project expenditures paid or reimbursed from the Funds:
and

f. an explanation of any material changes in circumstances that may affect the outcome or commercial potential of the Project.

9. **Final Audit Report.** Within forty-five (45) days following the completion of all of the Activities, the Grantee shall cause there to be prepared at the Grantee's expense and delivered to EFI a final audit report of an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, stating the professional opinion that the Grantee has complied with this Agreement (the "**Final Audit Report**"). In lieu of providing the Final Audit Report in such manner, if the Grantee has an annual audit by an independent certified public accountant (or a firm thereof) licensed to practice in the State of Florida, or if the Grantee has a state single audit or state project-specific audit pursuant to Section 215.97, **Florida Statutes** 2003 (the "**Single Audit Act**"). prepared for the fiscal year in which this Agreement concludes, the Grantee may provide to EFI at the time when such audit is completed (at any rate, within 120 days following the end of such fiscal year of the Grantee) a report stating the professional opinion that the Grantee has complied with this Agreement.

10. **Accounting Records.** Grantee shall maintain accounting records that reflect the total Funds received by Grantee under this Agreement and the total expenditure of such Funds. Such records shall be kept in compliance with Section 215.97, **Florida Statutes** (2003) (the "**Florida Single Audit Act**") and within the guidelines of generally accounting principles, procedures, and practices for a period of no less than three (3) years following the date on which EFI makes the final disbursement under Paragraph 10 of this Agreement.

11. **Florida Single Audit Act.** The Grantee acknowledges that, by entering this Agreement, it is a "subrecipient" within the meaning of the Florida Single Audit Act, and it is subject to the provisions thereof, as well as the rules of the Executive Office of the Governor of the State of Florida, the Comptroller of the State of Florida, and the Auditor General of the State of Florida related thereto. Funds are audited per the EFI CSFA number 13.003. For that reason:

a. the Grantee shall allow EFI, OTTED, the Comptroller, the Offices of the Chief Inspector General, and the Auditor General access to the Grantee's records and the Grantee's independent auditor's working papers as necessary to comply with the requirements of the Florida Single Audit Act:

b. the Grantee shall notify EFI if it becomes subject to a state single audit or project-specific audit pursuant to the Florida Single Audit Act; and

c. the Grantee shall comply with the other requirements of the Florida Single Audit Act including providing to EFI a copy of every fiscal year audit conducted during the term of this contract. The fiscal year of this organization is October 1 to September 30.

d. Grantee is subject to the EFI Florida Single Audit Act requirements with Catalog of State Financial Assistance (CFSA) number 31.003 per

12. **Public Access to Records.** The Grantee acknowledges that EFI is subject to the provisions of Chapter 119, Florida Statutes (2003) relating to public records and that reports, invoices, and other documents the Grantee shall submit to EFI under this Agreement may constitute public records for the purpose of the Florida Statutes. The Grantee shall cooperate with EFI regarding EFI's efforts to comply with the requirements of Chapter 119, Florida Statutes (2003).

13. **Grant Application.** The Grantee represents and warrants that the information set forth in the Grant Application is true, correct, and complete in all material aspects.

14. **Future Maintenance.** Grantee agrees to be responsible for future maintenance expenses and other expenses associated with the Project, if any, after the conclusion of this Agreement, unless and until future maintenance is transferred to another entity.

15. **Coordination.** When reasonable, the Grantee shall coordinate with other components of the state and local development systems of the State of Florida and avoid duplication of existing state and local services and activities provided in Florida.

16. **Insurance.** Grantee agrees that prior to the acceptance of Attachment B, Statement of Work, it will provide to EFI a certificate of insurance, as Attachment C ("Insurance"), indicating that the Grantee maintains all insurance coverage required by law (including, without limitation, workers' compensation insurance) and such other insurance as EFI required. Such insurance covers not only the activity of Grantee but also acts and omissions of Grantee's agents, employees, and representatives.

17. **Security Interest.** To the extent required by Section 287.05805, Florida Statutes (2003), if any part of the Funds shall be used for the purchase or improvement of real property, the Grantee shall grant to the State of Florida a security interest in the property at least equal to the amount of the Funds, such security interest to continue at least five (5) years from the date of purchase or improvement. No separate instrument shall be required in order for the Grantee to grant such security interest to the State of Florida.

18. **Promotional Materials.** Advertisements, signs, and other promotional materials funded by this Agreement shall include reference and credit to EFI and OTTED.

19. **Independent Contractor.** The Grantee is acting as an independent contractor and not as EFI's employee in the performance of this Agreement. The Grantee acknowledges that EFI is not responsible for withholding and filing national or state taxes or other payroll withholdings on behalf of the Grantee. The Grantee further acknowledges that neither the Grantee nor the employees of the Grantee will participate in or receive any employee benefits, including health insurance, retirement benefits, 401(k) plan, or worker's compensation benefits provided through EFI.

20. **Indemnification.** The Grantee shall indemnify, defend, and hold EFI, OTTED, and the State of Florida harmless from all claims, suits, judgments, or damages arising from the Grantee's performance of the Activities and its other obligations under this Agreement.

21. **No Pledge of Credit.** The Grantee has no authority to, and shall not, pledge the credit of EFI, OTTED, or the State of Florida, or purport to make EFI, OTTED, or the State of Florida a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

22. **Compliance with Law.** The Grantee agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable local, state, and federal laws and regulations.

23. **Non-Discrimination; Anti-Harassment.** The Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

24. **Public Entity Crime List; Discriminatory Vendor List.** To the extent required by the Florida Statutes 287.134(3)(a) and section 24.4 of EFI's contract with OTTED, the Grantee acknowledges notice of the requirements of Sections 287.134(2)(b), Florida Statutes. To its knowledge, the Grantee has not been placed on the discriminatory vendor list described by Section 287.134, Florida Statutes. To the extent required by Florida Statutes 287.133(2)(a) and section 25.3 of EFI's contract with OTTED, the grantee affirms that it is aware of the provisions of Florida Statutes 287.133(2)(b). Grantee affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this contract may result in termination of this contract.

25. **Failure of Satisfactory Performance.** EFI's obligation to pay the Funds to Grantee hereunder is contingent upon EFI's receipt when due and approval of all Status Reports, Invoices, and other reports required under this Agreement, the Grantee's satisfactory completion of the Activities, and the satisfactory performance of the Grantee's obligations under this Agreement, as determined by EFI in its reasonable discretion. EFI may terminate this Agreement, or reduce the amount of the Funds, at any time for the Grantee's breach of any term herein or failure to provide satisfactory performance hereunder, as determined by EFI, without warning or notice.

26. **Availability of Funds.** EFI's obligations under this Agreement are contingent upon the continued availability to EFI of legislatively appropriated funds from the Grant Program in the amount known to EFI at the time this Agreement is executed, which amount may be used in support of this Agreement. The determination whether funds are available for the purposes of this Paragraph shall be made by EFI in its absolute discretion.

27. **Contract Manager.** EFI's Contract Manager, Mimi Kartsonakis, shall ensure compliance with all of the terms and provisions of this Agreement.

28. **Notices.** All notices between the parties provided for herein shall be by either confirmed facsimile transmission, confirmed telex, or certified mail, return receipt requested, delivered to the following address of each party:

EFI: Mimi Kartsonakis
Enterprise Florida, Inc.
390 North Orange Avenue, Suite 1300
Orlando, Florida 32801
(407) 316-4611
(407) 316-4599 (fax)
mkartsonakis@eflorida.com

Grantee: Doug Bradshaw
Project Manager
Local Redevelopment Authority
P.O. Box 1409
Key West, FL 33041
305-293-8338 Fax: 305-293-8341
dbradsha@keywestcity.com

The address of either party provided in this Paragraph 28 may be changed by such party upon reasonable notice to the other party given in the manner specified in this Paragraph.

29. **Waiver.** No failure or delay on the part of EFI in exercising any power or right under this Agreement and no course of dealing or course of performance between EFI and the Grantee shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand on the Company in any case shall entitle it to any notice or demand in similar or other circumstances.

31. **Jurisdiction.** With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida Court in Orange County, Florida

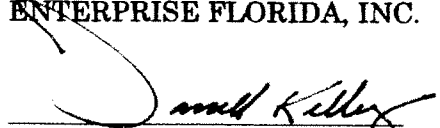
32. **Modification.** This Agreement may be modified only upon the written and mutual consent of all of the parties.

33. **Complete Agreement.** This Agreement, with all exhibits hereto, constitutes the entire agreement between the parties and supersedes all agreements representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter, and neither party shall be bound by any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement.

34. **Counterparts.** This Agreement may be executed in counterparts and shall be of the same force and effect as if all parties had executed one copy of the Agreement. In addition, to facilitate completion and execution of the Agreement, faxed signatures shall be of the same force and effect as original signatures.

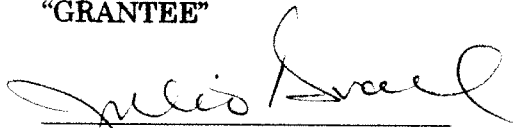
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

ENTERPRISE FLORIDA, INC.


Darrell Kelley, President & CEO

Acknowledged and agreed to this 1st day of Nov, 2004

"GRANTEE"



Printed: Julio Arael

Title: City Manager

Acknowledged and agreed to this 22nd day of Oct, 2004

NOTE: THIS CONTRACT SHALL BE NULL AND VOID IF NOT EXECUTED WITHIN SIXTY DAYS OF RECEIPT.

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/07/04
PRODUCER 1-841-998-8708 Arthur J. Gallagher & Co. - Boca Raton 2299 Glades Road Suite 400E Boca Raton, FL 33431	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.	
INSURED City of Key West PO Box 1409 Key West, FL 33041-1409	INSURERS AFFORDING COVERAGE	
	INSURER A: Princeton Excess & Surplus Lines Ins INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 10786

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.

OTHER ADD'L LITS. INURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Limit is excess of <input checked="" type="checkbox"/> \$100,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	01-A1-EX-0000018-00	10/01/04	10/01/05	EACH OCCURRENCE \$ 900,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" 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 <input checked="" type="checkbox"/> Limit is excess of <input checked="" type="checkbox"/> \$100,000 SIR GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	01-A1-EX-0000018-00	10/01/04	10/01/05	COMBINED SINGLE LIMIT (EA accident) \$ 900,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 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? INCL EXCL (Yes, describe under SPECIAL PROVISIONS below)				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Evidence of Coverage	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:
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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

The Certificate of Insurance on the reverse side of this form 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.