



County of Santa Cruz

0567

PARKS, OPEN SPACE & CULTURAL SERVICES

979 17 th AVENUE, SANTA CRUZ, CA 95062

(831) 454-7900 FAX: (831) 454-7940 TDD: (831) 454-7978

BARRY C. SAMUEL, DIRECTOR

December 20, 1999

AGENDA: January 11, 2000

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

SUBJECT: CONTRACT FOR SCOTT CREEK BEACH DUNE VEGETATION

Dear Members of the Board:

In the fall of 2000, the Parks Department anticipates beginning construction of the Scott Creek Beach Access and Habitat Restoration Project. In order to meet this construction schedule, site specific dune plants necessary for the dune restoration portion of the work must be grown in advance. On September 15, 1999, the Parks Department received proposals from 4 local revegetation specialists. Native Vegetation Network (NVN) was selected based on their expert team of restoration botanists who have extensive "successful" experience in vegetative dune restoration.

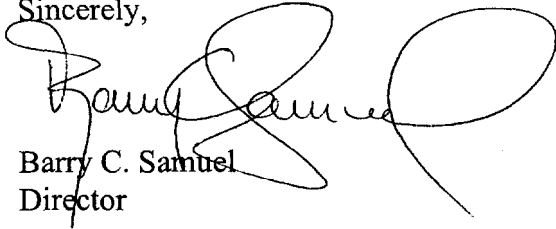
On November 12, 1999, the Parks Department negotiated a Contract with NVN for \$40,000 to collect seed and propagate plants, as well as salvage certain plants, from genetically appropriate vegetation in the vicinity of Scott Creek Beach. The contract also includes propagating collected material in sufficient quantities and sizes as determined by the Project Plans for a successful dune restoration project. Funding for this contract has been appropriated in the current year, Budget Index 19 1146 Subobject 66 10.

BOARD OF SUPERVISORS
CONTRACT FOR SCOTT CREEK BEACH DUNE VEGETATION
Page 2

AGENDA: January 11, 2000

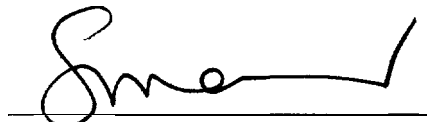
It is therefore RECOMMENDED that your Board approve the attached Agreement effective November 12, 1999, in the amount of \$40,000.00 with Native Vegetation Network, to collect and propagate site specific dune plants for a successful dune restoration project at Scott Creek Beach, and authorize the Director of the Park Department to sign the agreement on behalf of the County.

Sincerely,



Barry C. Samuel
Director

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

Attachments: ADM-29, Agreement

cc: CAO, Auditor-Controller, County Counsel, Native Vegetation Network, POSCS

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM:

Parks, Open Space & Cultural Services (Dept.)

Christa Mary Higgins (Signature) 12/20/99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz (Agency)
and Native Vegetation Network, 653 Quail Drive, Santa Cruz, CA 95060 (Name & Address)
2. The agreement will provide dune restoration work for Scott Creek Beach
3. The agreement is needed because the Parks staff cannot provide the dune restoration services
4. Period of the agreement is from November 12, 1999 BW
January 11, 2000 to June 30, 2000
5. Anticipated cost is \$ 40,000 (Fixed amount; ~~Monthly rate; Not to exceed~~)
6. Remarks: Includes \$2,000 in contingency funds
7. Appropriations are budgeted in Budget index 191146 (Index#) 6610 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. C0 91999 Date 12/23/99
are not will be

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Liba Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
to execute the same on behalf of the

(Agency). County Administrative Officer

Remarks: (Analyst) By Folke Date 12-28-99

Agreement approved as to form. Date

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order entered
in the minutes of said Board on _____ 19____ County Administrative Officer
By _____ Deputy Clerk

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INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 12th day of NOVEMBER, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Native Vegetation Network hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following:

Task 1. Refinement of Restoration Planting Plan: Goals of the plan refinement are to improve plant performance and to enhance the project site for snowy plover nesting habitat. The acreage of the planting zones will be verified, with the planted area equaling approximately 2 acres.

Task 2. Seed and propagule collection, plant salvage, seed processing and coordination with plant nurseries: Only genetically appropriate material shall be collected. In addition to seed, cuttings, stolons, and rhizomes will be collected as appropriate for each plant species. The seed shall be cleaned and processed and then sent to predetermined native plant nurseries for growing. Perishable material such as blackberry cuttings or dune grass rhizomes will be hand-delivered to insure optimum performance. All propagation material shall be collected on Santa Cruz County's north coast between Wilder Ranch and Ano Nuevo State Reserve.

Task 3. Contract growing services: Elkhorn Native Plant Nursery and Sunset Coast Nursery have been pre-arranged to grow the plant material in species and qualities shown on the (Refined) Planting Plan. Growing services include delivery of healthy plant material clearly marked as to species. Exact delivery dates shall be negotiated with County Representative well in advance. Substitutions if necessary shall be brought to the attention of the County Representative.

Task 4. Project administration and direct expenses.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

Task 1.	\$500
Task 2.	\$8,000
Task 3.	\$27,500
Task 4.	\$2,000
Contingency	\$2,000

All requests for payment shall be submitted to the County of Santa Cruz Department of Parks, Open Space, and Cultural Service, 979 1 7th Avenue, Santa Cruz, California 95062.

3. **TERM.** The term of this contract shall expire on June 30, 2001

This Agreement may be extended upon mutual agreement by both parties.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at anytime by giving 30 days written notice to the other party.

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5. **USE OF DOCUMENTS.** Plans and documents prepared under this Agreement and provided to the COUNTY shall become the property of COUNTY. CONTRACTOR may use such plans and documents for the purpose of illustrating the nature or scope of project involvement. COUNTY understands that such plans and documents are to be used for this project only and that any future use would be at the sole risk of the COUNTY.

6. **INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

7. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent CONTRACTOR'S Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____/____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of

performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here ____/____.

0.5 32

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ____/____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contained the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insurance as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Parks, Open Space and Cultural Services
Attn: _____
979 1 7th Avenue
Santa Cruz, CA 95062

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Parks, Open Space and Cultural Services
Attn: Lacy Holtzworth

8. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph B. To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.)

and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (I) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

10. **NON-ASSIGNMENT.** CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

11. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by the COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

12. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. **ATTACHMENTS.** This Agreement includes the following attachments (Identify by name or write "NONE"):
Exhibit "A" Scope of Work

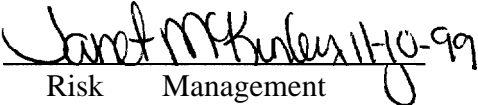
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

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COUNTY OF SANTA CRUZ

By: 

APPROVED AS TO INSURANCE:

By:  11-10-99
Risk Management

CONTRACTOR:

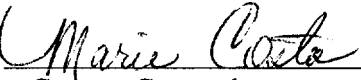
By: Valerie A. Haley

Address: 653 Quail Drive ✓

City/State: Santa Cruz, CA 95060 ✓

Telephone: (83 1) 425-0687 ✓

APPROVED AS TO FORM:

By: 
County Counsel

DISTRIBUTION:

County Administrative Office, Auditor-Controller, County Counsel, Risk Management, POSCS, Contractor, General Services

Exhibit A

Scope of Work and Budget

Scott Creek Beach Dune Revegetation Program Fall 1999 through January 2001

Task 1. Refinement of Planting Plan \$500.00

Patti Kreiberg of Sunset Coast Nursery and Jean Ferriera of Elkhom Native Plant Nursery will refine the existing planting plan (Sutherland and Associates, 1995) by changing the plant spacing and species composition of the planting zones. The goals of the refinements are to improve plant performance and to enhance the project site for snowy plover habitat. The acreages of the planting zones will be verified. The total area to be planted is approximately two acres.

Task 2. Seed and Propagule Collection, Plant Salvage, Seed Processing, and Coordination with Plant Nurseries (Fall 1999 and Spring 2000) \$8,000.00

Native Vegetation Network Revegetation Specialist, Valerie Haley will coordinate the seed collection program. Ms. Haley will insure that only genetically appropriate material is collected. In addition to seed, cuttings, stolons, and rhizomes will be collected as appropriate for the plant species. The seed will be cleaned and processed, and then sent to the native plant nurseries for contract growing. Perishable material such as blackberry cuttings or dune grass rhizomes will be hand-delivered to insure optimum performance. All propagation material will be collected on the north coast, as close to Scott Creek as possible. The overall collection range along the coast will extend from Wilder Creek to the Ano Nuevo State Reserve.

Task 3. Contract Growing Services (Fall 1999 through January 2001) \$27,500.00

Elkhom Native Plant Nursery and Sunset Coast Nursery will grow the planting material. Sunset Coast Nursery will provide approximately one third of the plantings, whereas Elkhom Native Plant Nursery will grow approximately two thirds of the plantings. The number of plants grown according to species by each nursery will be determined after refining the planting plan (Task 1). Growing services will include the delivery of the plants to the project site in January 2001. Several deliveries are anticipated, depending on project needs. A total of 30,000 plants will be provided, according to the plant species specified in the revised planting plan. Depending on the growing season, seed availability, and germination success, it may be necessary to make substitutions if not enough material is available of a certain species. Any substitutions would use species already listed on the planting plan.

Task 4. Project Management (Fall 1999 through January 2001)**\$2,000.00**

Native Vegetation Network (NVN) will serve as the prime contractor, and will be responsible for invoicing and distribution of payments to the native plant nurseries. The budget allocation for the three firms in this joint venture is summarized below. NVN's Project Manager, Valerie Haley will coordinate the seed collection program, and will coordinate with NVN field technicians, and the Santa Cruz County Parks Department, as needed.

Budget Allocation:

Native Vegetation Network	\$1 0,000.00
Sunset Coast & Elkhorn Nurseries	<u>\$28,000.00</u>
Total Labor	\$38,000.00
Contingency	<u>\$ 2,000.00</u>
TOTALBUDGET	\$40,000.00

ACORD

CERTIFICATE OF LIABILITY INSURANCE

EP ID WC
VALER-1DATE (MM/DD/YY)
10/21/99

PRODUCER
The Wightman Agency
Atlantic-Pacific Ins. Brokers
5353 Scotts Valley Dr. Ste. E
Scotts Valley CA 95066

Elizabeth & Phil Wightman
Phone No. 831-438-2617 Fax No. 831-438-2698
INSURED

Valerie Haley
dba: Native Vegetation Network
653 Quail Dr
Santa Cruz CA 95060

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.

COMPANIES AFFORDING COVERAGE

COMPANY

CGU California

COMPANY

Cal Comp/Superior National

COMPANY

St. Paul Reinsurance Co., LTD

COMPANY

D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	FALP12694 3	04/10/99	04/10/00	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	FALP12694 3	04/10/99	04/10/00	COMBINED SINGLE LIMIT \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	GARAGE LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
					\$
	EXCESS LIABILITY				WC STATU- TORY LIMITS
	<input type="checkbox"/> UMBRELLA FORM				EL EACH ACCIDENT \$ 1000000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				EL DISEASE - POLICY LIMIT \$ 1000000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	L994175575	04/01/99	04/01/00	EL DISEASE - EA EMPLOYEE \$ 1000000
	<input checked="" type="checkbox"/> H E PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				
	<input type="checkbox"/> INCL <input type="checkbox"/> EXCL				
C	OTHER Prof Liability	STP991164	08/31/99	08/31/00	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

SCPARK1

LACY HOLTZWORTH, PARK PLANNER
COUNTY OF SANTA CRUZ PARKS,
OPEN SPACE & CULTURAL SERVICES
979 SEVENTEENTH AVENUE
SANTA CRUZ CA 95062-4170

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Elizabeth & Phil Wightman

ACORD 25 (1995)

ACORD CORPORATION 1988