



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/26/06

SUBJECT: Traffic Enforcement Agreement - The Sanctuary On Spruce Creek Homeowners Association, Inc.

DEPARTMENT: Administration

RECOMMENDED MOTION:

Motion to approve Resolution No. 06-101, authorizing the city to enter into a Traffic Enforcement Agreement with The Sanctuary On Spruce Creek Homeowners Association, Inc. and authorizing the Mayor and City Manager to execute the agreement.

SUMMARY:

Staff has worked with the Association to finalize the Traffic Enforcement Agreement that is required by Florida Statutes 316 and recommends the approval of the agreement with The Sanctuary on Spruce Creek Homeowners Association, Inc.

ATTACHMENTS: Ordinance Resolution Budget Resolution

Other Support Documents/Contracts Available for Review in Manager's Office

| | | | |
|-----------------|--------------------|---|--------------------|
| DEPARTMENT HEAD | 9/14/06 | Gerald M. Monahan, Jr., Chief of Police | <i>[Signature]</i> |
| | | Warren Pike, Public Works Director | |
| | | & John A. Shelley, Finance Director | 9/15/06 |
| CITY ATTORNEY | <i>[Signature]</i> | Approved as to Form and Legality | Date 9-15-06 |
| CITY MANAGER | <i>[Signature]</i> | Approved Agenda Item For: | 9/26/06 |

COUNCIL ACTION: Approved as Recommended Disapproved Tabled Indefinitely
 Continued to Date Certain Approved with Modification:

RESOLUTION NO. 06-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING A TRAFFIC ENFORCEMENT AGREEMENT WITH THE SANCTUARY ON SPRUCE CREEK HOMEOWNERS ASSOCIATION, INC.; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE TRAFFIC ENFORCEMENT AGREEMENT ON BEHALF OF THE CITY OF PORT ORANGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Sanctuary on Spruce Creek Homeowners Association, Inc. desire to enter into an agreement with the City to provide traffic enforcement on their private streets; and

WHEREAS, the City may exercise jurisdiction over any private road or roads located within the City's boundaries under written agreement as authorized by Section 316.006(2)(b), Florida Statutes; and

WHEREAS, City staff has worked with the Association to finalize the agreement that is required by Florida Statutes, Chapter 316.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The Traffic Enforcement Agreement with The Sanctuary on Spruce Creek Homeowners Association, Inc., a copy of which is attached hereto as Exhibit 1, is hereby approved.

Section 2. The Mayor and City Manager are hereby authorized to execute said Agreement on behalf of the City of Port Orange.

Section 3. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Kenneth W. Parker, City Manager

Adopted on the day of

Reviewed and Approved: 
City Attorney

TRAFFIC ENFORCEMENT AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 2006, by and between the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, whose address is 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "CITY", and THE SANCTUARY ON SPRUCE CREEK HOMEOWNERS ASSOCIATION, INC., a Florida corporation, whose address is 100 Plantation Bay Drive, Ormond Beach, Florida 32174, hereinafter referred to as "ASSOCIATION".

W I T N E S S E T H:

WHEREAS, the CITY may exercise jurisdiction over any private road or roads located within the CITY's boundaries under written agreement as authorized by Section 316.006(2)(b), Florida Statutes; and

WHEREAS, the CITY is empowered to enforce the State Uniform Traffic Control provisions in the City of Port Orange under Section 316.008(2), Florida Statutes; and

WHEREAS, the CITY and the ASSOCIATION, in the interest of the public health, safety, and welfare, desire to establish terms and conditions for the enforcement of the State Uniform Traffic Control provisions on the private roads owned and controlled by the ASSOCIATION.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the CITY and the ASSOCIATION agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to establish the terms and conditions under which the CITY will provide State Uniform Traffic Control enforcement over the private roads under the ownership and control of the ASSOCIATION, including all roads shown on the Plats of The Sanctuary, and shown on Exhibit "A" attached.

SECTION 2. TERM. This Agreement shall become effective upon execution by both parties, and shall run through September 30, 2007, and may be renewed thereafter for successive periods not to exceed two (2) years each upon mutual agreement of the CITY COUNCIL and the ASSOCIATION, unless earlier terminated as provided herein.

SECTION 3. PRIVATE ROADS. The CITY shall enforce the State Uniform Traffic Control provisions over the private roads under the ownership and control of the ASSOCIATION as identified on the attached Exhibit A that is incorporated by reference into this Agreement.

SECTION 4. TRAFFIC SIGNAGE.

a. The ASSOCIATION shall acquire and install, at its sole cost, the street/traffic signage to be installed at the locations listed in Exhibit B. The ASSOCIATION shall also provide for maintenance of the signage at its sole cost.

b. The CITY reserves the right to make any and all final decisions for all street/traffic signage installations such as, by way of example and not limitation, multi-way stop locations, stop locations, reduction or increase of speed limits. Requests for permission to install the above-referenced signage must be made in writing by the ASSOCIATION to the CITY and the following information must be included in the request:

1. the type of signage requested;
2. the requested location of the signage; and
3. the authorized signature of the person making the request on behalf of the ASSOCIATION.

c. It shall be the ASSOCIATION's sole and exclusive obligation to replace lost, stolen or damaged traffic signage with replacement traffic signage.

d. The ASSOCIATION shall provide to the CITY, upon request, the proposed design plans and specifications for all traffic signs to be installed and the CITY shall review the plans and specifications for conformance to the Manual for Uniform Traffic Control Devices and respond appropriately. The CITY shall be the sole and exclusive party with approval authority as to all final plans and specifications. Prior to commencement of any installation activities by the ASSOCIATION, the CITY's Chief of Police and Public Works Director written approval must be obtained.

e. The ASSOCIATION shall comply with all CITY standards for signage installation. The CITY's Chief of Police and Public Works Director shall be solely responsible for all signage determinations.

SECTION 5. TRAFFIC ENFORCEMENT.

a. The CITY shall exercise its jurisdiction for municipal traffic control and enforcement on the private roads identified on the attached Exhibit A. Traffic control and enforcement shall include applicable provisions of Chapters 316, 318, 320 and 322, Florida Statutes.

b. The CITY currently provides routine patrols for enforcement of criminal violations of the Florida Statutes within the Plats of the Sanctuary. The CITY shall be solely responsible for the means and methods of enforcement of the State Uniform Traffic Control laws, including but not limited to the scheduling of special detail patrols

and the use of radar or other methods of enforcement. The CITY in its sole discretion shall have the right to perform traffic control and enforcement if violations are observed concurrently while performing routine patrols. Upon execution of this Traffic Enforcement Agreement routine patrols shall continue at the same rate and frequency unless the CITY determines otherwise and shall include traffic enforcement along with criminal law enforcement.

SECTION 6. MAINTENANCE AND OPERATION. Upon the completion of the installation of the signage, if any, the ASSOCIATION shall maintain full responsibility for the maintenance and operation of the signage subject to the provisions of this Agreement. The CITY upon the ASSOCIATION's written request shall provide for the signage. If the ASSOCIATION fails to maintain the signage required in this Traffic Enforcement Agreement and fails to authorize the CITY to provide said signage, then upon the CITY's notice to the ASSOCIATION, the CITY shall provide for the required signage.

SECTION 7. LEVEL OF MAINTENANCE. The ASSOCIATION shall maintain the signage in accordance with all CITY policies. In this regard the ASSOCIATION shall record all maintenance activities relative to said street/traffic signage on a CITY approved log sheet and shall routinely furnish copies of said log to the Chief of Police.

SECTION 8. REPAIR, MODIFICATION AND REPLACEMENT. The ASSOCIATION shall not make any modifications (except for normal maintenance activities) to the signage or replace any of the signage without the CITY's Chief of Police and Public Works Director prior written approval or in clear emergency situations in which case the CITY shall be immediately notified.

SECTION 9. LEVEL OF SERVICE. It is expressly understood and agreed by the parties hereto that the effect of the signage must be such that traffic will be properly handled. Necessary modifications or replacements may be made by the ASSOCIATION, after written approval by the CITY's Chief of Police and Public Works Director, to accommodate the changing needs of traffic.

SECTION 10. COMPENSATION.

a. The ASSOCIATION shall reimburse the CITY for all actual costs, if any, resulting to the CITY from the installation of the ASSOCIATION's traffic signage, emergency signage requirements, or other CITY costs related to the private roads based upon the City's rate for private detail law enforcement activities. Upon execution of this Traffic Enforcement Agreement the rate for labor relating to the installation of traffic signage shall commence at the rate of \$18.00 per hour. Traffic Enforcement shall be performed during routine patrol within the Plats of the Sanctuary on Spruce Creek and the City shall not charge for said routine patrol and traffic enforcement occurring during the routine patrol.

b. If private detail traffic enforcement services are requested in writing by the

ASSOCIATION, the CITY shall have the right to charge the ASSOCIATION for all actual costs resulting to the CITY from the provision of private detail traffic enforcement services over the private roads. Upon execution of this Traffic Enforcement Agreement the rate for private detail traffic enforcement shall commence at the rate of \$27.00 per hour.

c. The actual cost for signage and signage services provided by the CITY and the actual cost for provision of traffic enforcement services provided by the CITY shall be adjusted annually effective on October 1 of each successive term of this Agreement to the actual costs contemplated by this Traffic Enforcement Agreement. If the actual costs are increased, the CITY shall provide forty-five (45) days written notice of the increased rates.

SECTION 11. PAYMENT AND BILLING.

a. The CITY shall render to the ASSOCIATION, at the close of each calendar month if services have been rendered, an itemized invoice describing the services rendered, the cost of the services, and other information required by this Agreement.

b. The costs of services of the CITY shall be invoiced to the ASSOCIATION. Payment by the ASSOCIATION shall be made to the CITY within thirty (30) days of receipt of the CITY's invoices.

SECTION 12. INDEMNIFICATION.

a. The ASSOCIATION shall, at all times hereafter, indemnify, hold harmless and defend the CITY, its officers, agents, servants, volunteers and employees, individually and collectively, from and against any claims, damages, injuries, losses, liability, causes of action, costs and expenses, including attorneys fees and costs, arising out of, resulting from, or in any way connected with any negligent and wrongful acts or omissions of the ASSOCIATION, its officers, agents, servants or employees in the performance of duties and obligations under this Traffic Enforcement Agreement, the services provided by the ASSOCIATION pursuant to this Agreement, the condition of the private roads including any signage, or the performance of operations under this Traffic Enforcement Agreement.

b. For purposes of liability, the CITY is subject to sovereign immunity in accordance with state law. This Agreement shall not constitute a waiver of sovereign immunity by the CITY nor the ASSOCIATION's consent to the CITY's waiver of sovereign immunity as to any matter to which such immunity would apply, except to the limited extent set forth in Section 768.28, Florida Statutes. The CITY shall, at all times, hereafter, to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes, indemnify, hold harmless and defend the ASSOCIATION, its officers, agents, servants, volunteers and employees, individually and collectively, from and against any claims, damages, injuries, losses, liability, causes of action, costs and

expenses, including attorneys fees and costs, arising out of, resulting from, or in any connected with any negligent and wrongful acts or omissions of the CITY, its officers, agents, servants or employees in the performance of duties and obligations under this Traffic Enforcement Agreement and the services provided by the CITY pursuant to this Traffic Enforcement Agreement.

SECTION 13. INSURANCE.

a. GENERAL. The ASSOCIATION shall, at the ASSOCIATION's own cost, procure the insurance required under this section and maintain such insurance in effect during the term of this Agreement.

1. The ASSOCIATION shall furnish the CITY with a Certificate of Insurance signed by an authorized representative of the insurance company evidencing the insurance required by this section (Workers' Compensation/Employer's Liability, if applicable, Comprehensive General Liability, Comprehensive Automobile Liability, Property Damage). The ASSOCIATION shall provide the CITY not less than thirty (30) days written notice prior to the cancellation, nonrenewal, amendment or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the ASSOCIATION, the ASSOCIATION shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

2. In addition to providing the Certificate of Insurance, if required by the CITY, the ASSOCIATION shall, within thirty (30) days after receipt of the request, provide the CITY with a certified copy of each of the policies of insurance providing the coverage required by this section.

3. Neither approval by the CITY nor failure to disapprove the insurance furnished by the ASSOCIATION shall relieve the ASSOCIATION of the ASSOCIATION's full responsibility for liability, damages and accidents.

b. INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

1. Companies issuing policies, other than Workers' Compensation, must be authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

2. In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

3. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the Best's Rating and Financial Size Category, the ASSOCIATION shall, as soon as the ASSOCIATION has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the ASSOCIATION has replaced the unacceptable insurance company with an insurance company acceptable to the CITY, the ASSOCIATION shall be deemed to be in default of this Agreement.

c. SPECIFICATIONS. Without limiting any of the other obligations or liability of the ASSOCIATION, the ASSOCIATION shall, at the ASSOCIATION's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by the ASSOCIATION and the CITY and shall be maintained in force until the termination date of this Agreement. The amounts and types of insurance shall conform to the following minimum requirements.

1. Workers' Compensation/Employer's Liability.

(A) The ASSOCIATION, if acting as an employer or contractor, shall obtain insurance to cover the ASSOCIATION and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed with the Commissioner of Insurance, State of Florida for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, if applicable, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.

(B) In such amounts as required by law and subject to the restrictions of coverage found in the standard Workers' Compensation Policy, to the extent possible, for the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be the minimum statutory requirement, as amended from time to time.

2. Comprehensive General Liability.

(A) The ASSOCIATION's insurance shall cover the ASSOCIATION for those sources of liability which would be covered by the latest edition of the standard

Comprehensive General Liability Coverage Form as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(B) The ASSOCIATION shall maintain coverage applicable to the work performed under this Agreement. The ASSOCIATION shall maintain the minimum limits (inclusive of any amounts provided by an Umbrella or Excess policy) as follows:

LIMITS

| | |
|-------------------------------------|----------------|
| General Aggregate | \$2,000,000.00 |
| Personal & Advertising Injury Limit | \$1,000,000.00 |
| Each Occurrence Limit | \$1,000,000.00 |

3. Comprehensive Automobile Liability. The ASSOCIATION shall provide coverage for all owned, if applicable, and non-owned vehicles for limits of not less than \$1,000,000.00 Combined Single Limits or its equivalent.

4. OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the ASSOCIATION, its officers, employees, servants or agents, of liability from any obligation under a section or any other portions of this Traffic Enforcement Agreement.

SECTION 14. TERMINATION. This Traffic Enforcement Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party or, at the option of the CITY, immediately in the event any of the terms, covenants or agreements of this Agreement have been violated.

SECTION 15. ASSIGNMENT. No party to this Traffic Enforcement Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

SECTION 16. INDEPENDENT CONTRACTOR. It is agreed by the parties that, at all times and for all purposes within the scope of this Traffic Enforcement Agreement, the relationship of the ASSOCIATION to the CITY is that of independent contractor and not that of agent or employee. No statement contained in this Agreement shall be construed so as to find the ASSOCIATION an agent or employee of the CITY, and the ASSOCIATION shall be entitled to none of the rights, privileges or benefits of CITY employees.

SECTION 17. EMPLOYEE STATUS. Persons employed by the ASSOCIATION in the performance of services and functions pursuant to this Traffic Enforcement Agreement shall have no claim to pension, workers' compensation, unemployment

compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

SECTION 18. ENTIRE AGREEMENT.

a. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Traffic Enforcement Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

b. Any alterations, amendments, deletions, or waivers of the provisions of this Traffic Enforcement Agreement, except the annual actual cost adjustment set forth in Section 10(c) of this Traffic Enforcement Agreement, shall be valid only when expressed in writing and duly signed by the parties.

SECTION 19. NOTICES. Whenever either party desires to give notice to the other, notice shall be sent by certified mail, return receipt requested, to:

FOR CITY: City Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

FOR ASSOCIATION: President
The Sanctuary on Spruce Creek Homeowners
Association, Inc.
100 Plantation Bay Drive
Ormond Beach, Florida 32174

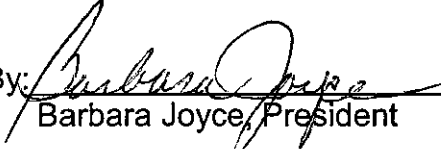
Either party may change, by written notice as provided herein, the address or person for receipt of notices.

SECTION 20. PUBLIC RECORDS LAW. The parties acknowledge the obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. The parties acknowledge that the CITY is required to comply with Chapter 119, Florida Statutes, in the handling of the materials created under this Traffic Enforcement Agreement and that said statute controls over the terms of this Traffic Enforcement Agreement.

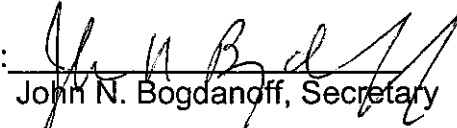
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

THE SANCTUARY ON SPRUCE CREEK
HOMEOWNERS ASSOCIATION, INC.,
a Florida Corporation

CITY OF PORT ORANGE, a
Florida municipal corporation

By: 
Barbara Joyce, President

By: _____
Mayor Allen Green

Attest: 
John N. Bogdanoff, Secretary

Attest: _____
Kenneth W. Parker,
City Manager

Date: September 14, 2006

Date: _____

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Revised 11/14/01; 01/18/02; 01/23/02; 07/03/06

Exhibit "A"
Private Roads

The Sanctuary on Spruce Creek, Phase I

Roscoe Turner Trail
Sanctuary Garden Boulevard
Oxbow Bend Lane
Osprey Nest Lane
Jasmine Vine Drive

The Sanctuary on Spruce Creek, Phase IIA

Osprey Nest Lane

The Sanctuary on Spruce Creek, Phase IIB

Roscoe Turner Trail
Sanctuary Garden Boulevard
Heron Pond Drive
Florida Moss Lane
Crepe Myrtle Lane
Deerfeed Trail
Hawk Owl Trail

Exhibit "B"

Inventory of Street Signs

STOP signs located at: Jasmine Vine Dr @ Roscoe Turner Trail
Jasmine Vine Dr @ Jasmine Vine Dr (the street circles onto
itself)
Osprey Nest Lane @ Sanctuary Garden Blvd (signs at both
ends of Osprey Nest Lane)
Hawk Owl Trail @ Sanctuary Garden Blvd
Crepe Myrtle Lane @ Sanctuary Garden Blvd (signs at
both ends of Crepe Myrtle Lane)
Deerfeed Trail @ Sanctuary Garden Blvd
Oxbow Bend Lane @ Sanctuary Garden Blvd
Sanctuary Garden Blvd @ Roscoe Turner Trail (signs at
both ends of Sanctuary Garden Blvd)
Heron Pond Dr @ Sanctuary Garden Blvd (signs at both
ends of Heron Pond Dr)
Florida Moss Lane @ Heron Pond Dr
Florida Moss Lane @ Sanctuary Garden Blvd

Speed Limit signs located at: Roscoe Turner Trail between the entrance gates and
Sanctuary garden Blvd
25MPH
Roscoe Turner Trail by Jasmine Vine Dr
Sanctuary Garden Blvd near #6155
Sanctuary Garden Blvd across from #6127
Sanctuary Garden Blvd by #6061
Sanctuary Garden Blvd by #6020
Jasmine Vine Dr just in from Roscoe Turner Trail

Keep Right signs located at: Roscoe Turner Trail by Sanctuary Garden Blvd (at the east
end)
Sanctuary Garden Blvd @ Roscoe Turner Trail (by #6012
Sanctuary Garden Blvd)
Jasmine Vine Dr @ Roscoe Turner Trail

COMMERCIAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: NPP958487

Effective Date: 10/20/2005
12:01 A.M., Standard Time

| LIMITS OF INSURANCE | | | | | | |
|--|----------|---------------|-------|-----------|-----------------|--|
| General Aggregate Limit (Other Than Products-Completed Operations) | | | | | | |
| | | | | | | \$ <u>2,000,000</u> |
| Products - Completed Operations Aggregate Limit | | | | | | \$ <u>1,000,000</u> |
| Personal and Advertising Injury Limit | | | | | | \$ <u>1,000,000</u> Any One Person or Organization |
| Each Occurrence Limit | | | | | | \$ <u>1,000,000</u> |
| Damage to Premises Rented to You | | | | | | \$ <u>50,000</u> Any One Premises |
| Medical Expense Limit | | | | | | \$ <u>2,000</u> Any One Person |
| Each Professional Incident Limit (if applicable) | | | | | | \$ <u>N/A</u> |
| PREMIUM | | | | | | |
| Classification | Code No. | Premium Basis | Rate | | Advance Premium | |
| | | | Pr/Co | All Other | Pr/Co | All Other |
| Condominiums - residential (association risk only). Products-completed operations are subject to the General Aggregate Limit. | 62003 | U)307 | INCL | 18.400 | INCL | 5,649.00 |
| Total Advance Premium | | | | | | \$ 5649.00 |
| FORMS AND ENDORSEMENTS | | | | | | |
| Forms and Endorsements applying to this coverage part and made part of policy at time of issue: See Schedule Of Forms And Endorsements | | | | | | |

Countersigned:

By _____
Authorized Representative

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

WW232 (04/01)