

**PUBLIC MEETING NOTICE
AGENDA**

Call to Order
Pledge of Allegiance
Roll Call

- 1. Approval of City of Belleair Beach Sponsorship Policy.**
 - Review, edit, reject or approve the City of Belleair Beach Sponsorship Policy prepared by the City Manager and submitted to legal counsel on August 1, 2019, with comments received on August 7, 2019.
 - ATTACHMENT-Please obtain copy of 8/7/2019 Sponsorship Policy as submitted by attorney Fred Reilly.

- 2. Approval of Belleair Beach Sponsorship Agreement.**
 - Review, edit, reject or approve the City of Belleair Beach Sponsorship Agreement prepared by the City Manager and submitted to legal counsel on August 1, 2019, with comments received on August 7, 2019.
 - ATTACHMENT-Please obtain copy of 8/7/2019 Sponsorship Agreement as submitted by attorney Fred Reilly.

- 3. Reprimand of City Manager for failure to timely carry out the City Council's Item 10 Directive of July 1, 2019 that required him to create sponsorship agreements and releases to be used in the Fall Festival, Trunk or Treat event, Christmas Festival for Children, and City Car Show.**
 - City Manager, by his failure to promptly act upon the July 1, 2019 item 10 directive of the City Council has caused unnecessary delay upon the festival; has caused unnecessary work, delay and stress upon the Parks Board, this City Council, and this City; has caused the City embarrassment before various potential sponsors and organizations; and has negatively delayed and affected the Parks Board's ability to obtain sponsorships for the Fall festival.

Adjournment

Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The law does not require the City Clerk to transcribe verbatim minutes, therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. Any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727.595.4646, ext 124 or fax a written request to 727.593.1409.

Patricia A. Gentry, CMC
City Clerk

CITY OF BELLEAIR BEACH
Sponsorship Policy

CITY OF BELLEAIR BEACH

Sponsorship Policy

1. Scope:

This policy applies to all City of Belleair Beach employees and advisory or ad-hoc groups organizing and/or soliciting donations for City sponsored special events or programs. This policy does not apply to funding received from formal grant programs, unsolicited donations or philanthropic contributions made to the City, or third parties who may lease City property or obtain City permits for activities or events not funded or sponsored by the City. This policy does not apply to third party events that the City may choose to sponsor by providing funding or services, nor does it apply to organizations that may exhibit at a City event or program by paying for a booth.

2. Definitions:

- a. Sponsor: a business entity, whether for profit, or not for profit, an individual or an organization which proposes to provide financial or in-kind services for an event or program offered by the City, in return for receiving those promotional and/or tangible benefits outlined in the City's sponsorship brochure and on the City's corresponding web page.
- b. Event: City-sponsored and City-managed community-wide events offered for the benefit of the greater City of Belleair Beach community, including residents and businesses.
- c. Program: City-sponsored and City-managed programs offered to residents and businesses. These may include ongoing programs, classes, educational outreach, or other formalized initiatives.
- d. Donation: a financial or in-kind goods or services contribution made toward a City event or program.

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- e. Exhibitor: business entity (whether for profit or not for profit), individual, or an organization who pays a fee for display or sales space at an event or program.
- f. In-kind goods or services: goods or services that carry a tangible, quantifiable value to be donated to the City in support of an event or program.
- g. Paid advertising: print, television or online advertising that is purchased by the City from commercial media outlets to promote a City event or program.
- h. Outdoor signage: physical signage or banners created and installed by the City for purposes of promoting an event or program in advance of the event or program date.
- i. Event signage: signage and banners used during an event or program to identify Sponsors, direct participants, identify sections or areas, or communicate event/program schedules.
- j. Family-friendly: suitable for families consisting of parents and minor children.
- k. Logo: a designed, stylized graphic depicting an organization, event, program, or concept.
- l. Sponsor benefits: the promotional elements provided to a Sponsor by the City in exchange for their sponsorship contribution.
- m. Exclusive sponsorship: a sponsorship arrangement that designates a sole sponsor to a particular level or tier of sponsorship or designates one area or level of sponsorship to only one entity in a particular industry.
- m. Sponsorship Agreement: an agreement between the City and a Sponsor formalizing the cost or value of the sponsorship, the event(s) or program(s) being sponsored, and benefits of the sponsorship.

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3. Policy

a. Restrictions

- i. The purpose of this policy is not to infringe free speech rights in any manner, but to ensure family-friendly community events and programs within the City.
- ii. Organizations with business coming before City Council, boards, or committees: sponsorships may not be accepted from organizations who may have business coming before City Council or any of the City's boards, committees, or commissions within 12 months of signing the sponsorship agreement. This includes any organizations who intend to bid on upcoming RFP's or RFQ's by the City. If an organization finds it will have business coming before the City or its boards and committees *after* committing to a sponsorship, the sponsorship money will be refunded, and the sponsorship agreement voided.
- iii. Appropriateness: The City reserves the right, in its sole discretion, to decline any offer of sponsorship which is not consistent with this policy.
- iv. City of Belleair Beach individuals, businesses and organizations will be given priority when assigning specific sponsorships.
- v. Sponsors may not sell goods or services at City events or programs. Coupons, special offers, raffles, and providing information on goods and services offered are permitted.
- vi. Sponsors may not share or jointly purchase a single level of sponsorship.
- viii. Sponsors may not transfer ownership or resell their sponsorship or any

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portion of its benefits to another entity.

- b. Sponsorship categories, value and benefits
 - i. Sponsorship levels, pricing and associated benefits shall be determined by the City and published in the City's sponsorship opportunity brochure and on its website.
 - ii. Prices and benefits per level and event or program will be consistent from event to event, or program to program, and Sponsor benefits will increase as price increases. An overall "Annual Sponsor" category will allow for year-long sponsorship of all City programs and events involving sponsors.
 - iii. In-kind donations in the form of goods or services may be accepted in lieu of a sponsorship payment. The Sponsor shall provide the City with the value of the donated goods or services for approval. The City will provide the Sponsor the sponsorship benefit level or tier that most closely matches the approved value.
 - iv. Promotional recognition methods: Several methods of promoting Sponsors of events and programs will be used by the City and may vary by event and by sponsorship level. All promotional artwork must be approved by the City. Promotional recognition methods typically include, but are not limited to:
 - 1. Placement on the City's website with displays on the event information page, or on the City's community calendar, or both.
 - 2. Outdoor signage: inclusion on temporary banners/signage inserts at locations approved by the City.
 - 3. Event signage: temporary paper and/or vinyl banner signage or corrugated signage on the day of the event at the event site.
 - 4. Event collateral: incorporation on posters and fliers to be displayed at City facilities and distributed via various channels.

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5. City newsletter: incorporation in event ads.
 6. Paid advertising: incorporation in event ads purchased from commercial media outlets.
 7. Exhibit or informational table at the event.
- v. The City will not offer any exclusive sponsorship arrangements under its regular sponsorship opportunity program.

c. Sponsor obligations

- i. Once approved, Sponsors are obligated to sign a Sponsorship Agreement which indicates the event or program to be sponsored and the level. Sponsorship spots or levels will not be held without a signed agreement and appropriate payment.
- ii. To be eligible for sponsorship, Sponsors must *not* be any of the following:
 1. An entity or individual with business coming before the City Council or any City boards or committees within 12 months of signing the Sponsorship Agreement. Business may include any matter requiring the Council, or any board or committee, taking any type of formal action.
- iii. The Sponsor's desired event and sponsorship tier must be available; if the sponsorship agreement is signed after benefit deadlines for the desired tier and event have passed, those benefits are forfeited and cannot be honored retroactively or applied to other events by the City.
- iv. Sponsors are encouraged to promote their involvement with the City event or program using materials, graphics or imagery provided by the City, and in keeping with the City's mission and supporting message.
- v. Sponsors are encouraged to utilize a "Community Supporter" logo (provided by the City) on any materials and/or their website to indicate their sponsorship of City

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programs or events.

- vi. If a Sponsor is promoting a City event or program through their own marketing methods or channels, it must be approved by the City.

d. Sponsorship solicitation and approval

- i. It is the City's intention to publish a printed and online sponsorship brochure annually in August/September outlining anticipated sponsorship opportunities for the next calendar year.
- ii. Sponsorships may be solicited by City staff and boards but must be in accordance with this policy and the program offering published in the sponsorship opportunities brochure and web page.
- iii. Sponsorship process: City staff or boards designated to obtain sponsorships for events and programs should follow the process outlined below.
 - 1. Sponsor Outreach: Publicize sponsorship opportunities to potential Sponsors via email, web, phone calls and mailings. Use the annual sponsorship brochure and web page.
 - 2. Follow up with interested Sponsors.
 - 3. Identify appropriate sponsorship level, confirm with Sponsor, and send sponsorship agreement for sponsor's signature.
 - 4. Obtain approval of the sponsorship agreement from the City Manager or his designee.
 - 5. Obtain Sponsor's logo, web address, key contact person, and other information and requirements. Send logo and web address to Community Relations for inclusion in marketing materials.
 - 6. Send confirmation, event logo if applicable, Community Partner logo, and

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any Sponsor rules and guidelines for the event or program.

7. Collect payment from Sponsor by check or credit card online within 7 days of Sponsorship Agreement being signed. Process payment with the Finance Department.
8. Send copy of applicable event materials including Sponsor's logo or mention in those materials.
9. One week before a program or event is to occur, staff or board shall distribute an event reminder to the Sponsor which recites the event or program requirements, conditions or instructions.
10. After the program or event, staff shall send a thank you letter or email to the Sponsor.

e. Sponsorship Agreement and collection of funds

City staff or board assigned to promote and secure sponsorships for any City event or program must:

1. Follow the policy outlined in this document;
2. Use the approved Sponsorship Agreement template;
3. Maintain records of all signed Sponsorship Agreements in accordance with the City's record-keeping policies and practices;
4. Manage the process of collecting and processing sponsorship payments in accordance with this policy and the Sponsorship Agreement, and in accordance with the City's finance and accounting practices.

Patti Gentry

From: Lynn Rives
Sent: Thursday, August 08, 2019 10:33 AM
To: Patti Gentry
Subject: FW: Sponsorship Agreement and Sponsorship Policy
Attachments: Sponsorship Policy FR Revisions 08072019.docx; Sponsorship Policy FR Revisions 08072019.pdf; Sponsorship Agreement FR Revisions 08072019.docx; Sponsorship Agreement FR Revisions 08072019.pdf

Lynn Rives, CFM
City Manager
City of Belleair Beach
727-229-8431
Lynn.Rives@CityofBelleairBeach.com

From: Fred Reilly <fredreilly@attorney-solicitor.com>
Sent: Wednesday, August 07, 2019 3:36 PM
To: Lynn Rives <Lynn.Rives@cityofBelleairBeach.com>; Joseph Manzo <mayormanzo@gmail.com>
Subject: Sponsorship Agreement and Sponsorship Policy

Re: Sponsorship Agreement and Sponsorship Policy

Hi Mayor Manzo and City Manager Rives,

Attached please find the following for your review and comment:

A. Revised Sponsorship Agreement - as both Word and pdf files.

B. Revised Sponsorship Policy - as both Word and pdf files.

I had a terrible time with the format of the original documents so it may be easier to start your review by viewing the pdf file for each document. At times, a Word document created in one version may not translate

perfectly when read on a computer with a different version (e.g., - I have found redline documents are especially susceptible to translation issues).

As I explained to both of you today in our telephone conversations, drafting revisions to the Agreement is complicated somewhat due to the fact that there is no existing policy, but there is likely to be a policy in the very near future. To that end, I have attempted to make revisions in both documents to be consistent whether the City Council actually adopts the Sponsorship Policy in the near future or not. City Manager Rives mentioned that in the past the adoption of some City policies may have been done administratively, which is fine. Either with or without (an administratively enacted or Council enacted) Sponsorship Policy, the revisions included in the Agreement will stand on their own and this document (as revised) can be utilized immediately if there is no need for further revisions. Please let me know how you want to handle the enactment of the Sponsorship Policy.

I have specifically removed much of the language in both the Policy and Agreement that could get you into a conflict based on free speech issues. The Agreement now bases performance on the "family-friendly community events and program" standard. In addition, I've inserted the Pre-Suit Mediation language into the Agreement so that if you ever have a dispute with a Sponsor, the dispute must be mediated first, rather than a Sponsor immediately turning to the court system.

I realize that other individuals may need to review these documents, so please feel free to forward this email to anyone who is involved in the review process.

After your review, please let me know if you have any questions or concerns. Thanks in advance.

Very truly yours,

Fred Reilly*
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Haines City, FL 33845 USA
Tel. (310) 927-3954
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Skype: fred.reilly
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*Licensed to practice in California, Florida and as an English Solicitor. Admitted to practice before the United States Supreme Court and the United States Court of International Trade. Awarded Masters degree (LL.M. in International Business Law) from The London School of Economics and Political Science.

IMPORTANT NOTICE: This transmission contains legal advice that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, photocopying or distribution of the contents is unauthorized and prohibited. If you have received this in error, please notify the sender immediately and destroy all copies.

City of Belleair Beach, Florida
SPONSORSHIP AGREEMENT

This Sponsorship Agreement (Agreement) is made this ____ day of _____, 2019, by and between the City of Belleair Beach, a Florida municipal corporation, (City) and _____ (Sponsor) for the _____ (event name) on _____, 2019 (event date(s)).

The Sponsor has agreed to contribute to the City at the level and contribution specified in the Sponsorship Opportunities brochure for the event, a copy of which is attached hereto.

In consideration of the Sponsor's contribution, the City agrees to provide the Sponsor with the benefits that correspond with the level and contribution as specified in the Sponsorship Opportunities brochure for the event. The City may adjust such benefits, substitute benefits or provide other benefits upon mutual agreement of the City and Sponsor.

The Sponsor agrees with the provisions of the sponsorship benefits and the following terms and conditions:

In an effort to utilize and maximize the community's resources, it is the intent of the City of Belleair Beach to solicit sponsors and advertisers who provide services and/or products to residents of the community and whose product, message or service is consistent with the mission and values of the City. The City welcomes sponsorship and advertising opportunities that enhance our ability to deliver an additional source of financial, in-kind and technical assistance for programs, events, projects and sites from both non-profit and for-profit entities and individuals.

PAYMENT

The Sponsor's contribution shall be paid by check or credit card within seven (7) business days of the execution of this Agreement. If payment is not made within seven (7) days, the Agreement is subject to cancellation.

LIMITATION OF SPONSORSHIP

Unless otherwise provided, the cash or services and the sponsor benefits described in this Agreement are related solely to the event being sponsored (as indicated in the Sponsorship Opportunities brochure) and its corresponding dates and time frames and does not extend to other events or promotional activities.

FAMILY-FRIENDLY COMMUNITY EVENTS AND PROGRAMS - PERMISSIBLE SPONSORS AND MESSAGE CONTENT

Sponsorships on City property are maintained as a non-public forum.

For purposes of this Agreement, a “family-friendly community event or program” is one that is suitable for families consisting of parents and minor children.

This terms and conditions of this Agreement are specifically intended to ensure family-friendly community events and programs within the City, and there is no intent to infringe free speech rights in any manner. The City reserves its right, in its sole discretion, to ensure that the placement, content, appearance, and wording of sponsorship affiliations and messages are consistent with a family-friendly community event or program. The City reserves the right, in its sole discretion, to decline a Sponsorship from an organization that is not consistent with the “family-friendly community event or program” standard. The City reserves the right to revise, reject or omit a sponsor’s message content which is not consistent with the “family-friendly community event or program” standard. The City will not deny sponsorship opportunities on the basis of the potential sponsor's viewpoint.

The parties acknowledge and agree that the City entering into a Sponsorship Agreement with a sponsor does not constitute an endorsement of the entity or its services and products, yet does imply an affiliation. Such affiliation can affect the reputation of the City among its citizens and its ability to govern effectively. Therefore, any proposal for sponsorship of City programs, events or services in which the involvement of an external entity compromises the public's perception of the City's neutrality or its ability to act in the public interest, will be declined.

PERMISSIBLE RECOGNITION MESSAGES

The City will not make any statements that directly or indirectly advocate or endorse a sponsor's organization, products, or services. Materials or communications, including, but not limited to, print, video, Internet, broadcast, or display items developed to promote or communicate the sponsorship using the City's name, marks, or logo, must have written approval from the City Manager or his/her designee.

The City will neither seek nor accept sponsors that manufacture products or take positions inconsistent with local, state, or federal law or with City policies, positions, or resolutions. The establishment of a Sponsorship Agreement does not constitute an endorsement by the City of the sponsor's organization, products, or services.

CONFLICTS

Sponsor, and their employees, agents, contractors and representatives, shall not do, or omit to do, anything which may: (a) bring the Event or the City into disrepute; (b) disparage the Event or the City; (c) damage goodwill associated with the Event; or (d) be otherwise prejudicial to the image and/or reputation of the Event or City. If for any reason, the City is unable to deliver any of the Sponsor benefits outlined in the Sponsorship Opportunities, the City will inform the Sponsor as soon as reasonably practicable. The City, in its sole discretion, may substitute alternative benefits of an equivalent value. In the event of any dispute arising out of this Agreement, the City and Sponsor shall use good faith to resolve their disputes amicably.

Disputes arising under this Agreement must first be mediated by a Florida Supreme Court-certified Civil Mediator in accordance with Chapter 44, Florida Statutes. The parties agree that

the mediation shall occur within thirty (30) days of the date mediation is requested by either party. The Mediator shall be agreed upon, but if the parties are unwilling or unable to agree, the parties agree that a Civil Mediator from Pinellas County, Florida shall be selected. The parties agree to mediate in good faith, be bound by the Mediation Agreement (if any), pay Mediator fees promptly and share them on an equal basis unless otherwise agreed upon by the parties. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation. Litigation and Attorney's Fees. In the event any party to this Agreement should bring suit to enforce or interpret any provision hereof, the predominantly prevailing party shall be entitled to recover reasonable attorney's fees, paralegal's fees, and costs incurred, whether the same be incurred in litigation at the trial level, or upon appeal.

CONTROLLING LAW

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.

LICENSE & USAGE

Sponsor hereby grants the City:

- a) A limited, non-exclusive license to use the Sponsor's name and logo for purposes of communicating the Sponsor's contribution toward the sponsored events. The City may use the Sponsor's name or logo in marketing efforts online, in print, on promotional items, and in advertising and signage, in accordance with the sponsorship benefits.
- b) Advance approval of promotional items to be distributed at sponsored event.
- c) Permission to use Sponsor's representatives, signage and ads in photos or videos for the City's promotions on sponsorships.

FORCE MAJEURE

No party shall be responsible for events beyond its reasonable control, such as acts of God, weather delays, restrictions, security alerts or unforeseen commercial delays. If it becomes necessary to postpone the event due to inclement weather or other conditions beyond the City's control, it may be rescheduled for another time. The Sponsor shall then be entitled to, and the City agrees to give Sponsor, all of the advertising and sponsorship rights set forth herein at no additional charge to Sponsor.

TERMINATION

The City, in its sole discretion, reserves the right to terminate any sponsorship if a Sponsor does not comply with a material term or condition of the Sponsorship Agreement. Decisions to terminate a sponsorship shall be made by the City Council, City Manager or their designee.

SEVERABILITY

The invalidity or unenforceability of any term of provision of this Agreement or the non-applicability of any such term or provision to any person or circumstance shall not impair or affect the Agreement.

ENTIRE AGREEMENT

This Agreement represents the entire understanding and Agreement between the parties with respect to the subject matter hereof. None of the terms and provisions hereof may be amended, supplement, waived or changed orally, but only by a writing signed by each of the parties hereto.

NO WAIVER

This Agreement does not, in any way, constitute a waiver of the City's regulatory authority or the application of City Code, or any other applicable law, rule or regulation.

EFFECTIVE DATE

This Agreement shall become effective on the date of full and complete execution by the parties hereto.

AGREEMENT ACCEPTED BY

CITY OF BELLEAIR BEACH

Signature

It's _____

City of Belleair Beach 444Causeway Blvd Belleair Beach, FL 33786

727-595-4646

Date August ____, 2019

SPONSOR

Sponsor Representative

Title: _____

Organization•

Address•

City/State/Zip:

Phone:

Date: August ____, 2019

Patti Gentry

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Very truly yours,

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*Licensed to practice in California, Florida and as an English Solicitor. Admitted to practice before the United States Supreme Court and the United States Court of International Trade. Awarded Masters degree (LL.M. in International Business Law) from The London School of Economics and Political Science.

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