

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 10-16-07 [X] Consent [] Regular
[] Workshop [] Public Hearing
Department: Administration
Submitted By: Administration
Submitted For: Economic Development Office

I. EXECUTIVE BRIEF

Motion and Title: Staff Recommends Motion to Approve: An agreement totaling \$150,000 under the Community Development Block Grant (CDBG) Economic Development Set-Aside Program FY 2006/2007 with MD Now Medical Centers, Inc. from October 16, 2007 to October 15, 2008.

Summary: Funding in the amount of \$150,000 to MD Now Medical Centers, Inc., an urgent care and medical walk-in center, will be used to purchase specialized equipment which includes computerized radiology equipment, X-Ray machine unit computer integrated, EKG Stress Test unit, EKG with computer, Autoclave, Otoscope-Ophthalmoscopes, Spot Vital Signs machines, computerized lab equipment, computerized inventory management and an emergency generator for use at the medical facilities located at 4560 and 4570 Lantana Road, Lake Worth, Florida. The activity will create ten (10) full-time equivalent jobs. At least 51% of these jobs created must be held by low-and moderate-income persons. The business will maintain the jobs for a period of three (3) years. **These are Federal funds and do not require local matching funds.** District 3/DW

Background and Policy Issues: The Community Development Block Grant (CDBG) regulations at 24 CFR 570.203 list "special economic development" as an activity eligible for CDBG funding. At a budget workshop on Economic Development, held on July 7, 1997, Palm Beach County Department of Housing and Community Development (HCD) was requested by the Board of County Commissioners (BCC) to set aside ten percent (10%) of its annual Community Development Block Grant (CDBG) entitlement to fund economic development activities. As a result, HCD implemented its Economic Development Set-Aside Program in Fiscal Year 1998-99 and has funded the program each year subsequently.

The CDBG Set-Aside Program focuses on addressing the needs of businesses/entrepreneurs that require assistance above the level that can be acquired through Palm Beach County's Development Regions Grant Program. The Set-Aside Program's primary goals are to: a) create/retain jobs in which 51% must be held by low-and moderate-income persons; and b) to promote economic development in and adjacent to the development regions (areas identified as 10% or higher poverty).

During last Fiscal Year (2006/2007), Palm Beach County's Economic Development Office began administering the CDBG / Economic Development Set-Aside Program. The amount available for distribution for FY2006/2007 was \$710,025, which represents 10% set-aside from the fiscal year.

On December 5, 2006 the Board of County Commissioners (BCC) approved four (4) CDBG / Economic Set-Aside projects for fiscal year 2006/2007 funding recommended by the Overall Economic Development Program (OEDP) Sub-Committee. The four (4) businesses will create a minimum of 51 new full-time equivalent jobs, leveraging \$1,979,500 in City and Private Investments. The individual funding recommendations were as follows: 1) Bryan Boysaw & Associates - \$60,000; 2) Hartman Windows & Doors, LLC - \$100,000; 3) MD Now Medical Centers, Inc. - \$150,000; 4) Tripp Electric Motors, Inc. - \$400,000.

Attachments:

1. Economic Set-Aside Grant Agreement

Recommended By: 
Economic Development Director

10/1/07
Date

Approved By: 
Assistant County Administrator

12/14/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>150,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(150,000)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	=====	=====	=====	=====	
# ADDITIONAL FTE					
POSITIONS (Cumulative)	_____	_____	_____	_____	

Is Item Included In Current Budget? Yes ☒ No ☐


Budget Account No: Fund 1101 Department 143 Unit 1431 Object 8201
Program Code/Grant Year: BG70 / GY06

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* Source for \$150,000 is available funds in the Economic Set-Aside Program Budget Account Line 1101-143-1431-8201. Funds from the Community Development Block Grant / Economic Set-Aside Program fall under the Palm Beach County Housing and Community Development Department.


C. Departmental Fiscal Review:



EDO Budget Analyst


HCD Budget Analyst
Fiscal Manager

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

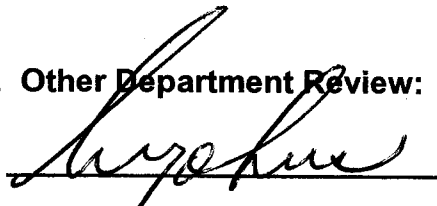

OFMB
10/10/07
10/11/07
10/15/07
10/17/07

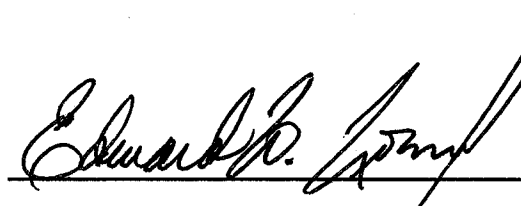

Contract Dev. and Control
10/11/07
This Contract complies with our contract review requirements.

B. Legal Sufficiency:


Assistant County Attorney
10/15/07

C. Other Department Review:


Economic Department Director


Housing & Community Development Director

This summary is not to be used as a basis for payment.

MD NOW MEDICAL CENTERS, INC.

AGREEMENT BETWEEN PALM BEACH COUNTY
AND
MD NOW MEDICAL CENTERS, INC.

THIS AGREEMENT, entered into this 16th day of October, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and **MD Now Medical Centers, Inc.**, a corporation duly organized and authorized to do business in the State of Florida, having its principal office at **4560 and 4570 Lantana Road, Lake Worth, Florida 33463** and its **Federal Tax Identification Number** as **01-0790511**, hereinafter referred to as the "Company".

WHEREAS, Palm Beach County has entered into an Agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with the Annual Consolidated Plan, and **MD Now Medical Centers, Inc.** desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage **MD Now Medical Centers, Inc.** to implement such undertakings of the Community Development Block Grant Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

PART I

DEFINITION AND PURPOSE

1. DEFINITIONS

- (1) "County" means Palm Beach County.
- (2) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (3) "EDO" means Palm Beach County Economic Development Office.
- (4) "HCD" means Palm Beach County Housing and Community Development
- (5) "Company" means **MD Now Medical Centers, Inc.**
- (6) "EDO Approval" means the written approval of the EDO Director or his designee.
- (7) "U.S. HUD" means the Secretary of the U.S. Department of Housing and Urban Development or a person authorized to act on its behalf.
- (8) "Low and moderate income persons" means the definition set by U.S. HUD.
- (9) "Held by or made available to" means the definition set by US HUD.

2. PURPOSE

The purpose of this Agreement is to state the covenants and conditions under which the Company will implement the Scope of Services set forth in Part II of this Agreement. At least 51 percent (51%) of the jobs created through this Agreement must be held by, or made available to, low- and moderate-income persons.

PART II

SCOPE OF SERVICES

The Company shall, in a satisfactory and proper manner as determined by EDO, perform the tasks outlined in Exhibit "A" and submit invoices using the cover sheet in Exhibit "B", both of which are attached hereto and made a part hereof.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD, AND CONDITIONS OF PAYMENT

1. MAXIMUM COMPENSATION

The Company agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and EDO Director or designee-approved expenditures and encumbrances made by the Company under this Agreement. Said services shall be performed in a manner satisfactory to EDO. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total **authorized sum of \$150,000** for the period of **October 16, 2007** through and **including October 15, 2008**. Any funds not obligated by the expiration date of this Agreement automatically revert to the County.

Further budget changes within the designated Agreement amount can be approved in writing by the **EDO Director at his discretion up to ten percent (10%)** on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made in writing by the Company to the EDO Director. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

2. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project under grant number B-00-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Company shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be **completed by the Company by October 15, 2008**.

3. METHOD OF PAYMENT

The County agrees to reimburse the Company for all budgeted costs permitted by Federal, State, and County guidelines. In no event shall the County provide advance funding to the Company or any subcontractor hereunder.

Requests by the Company for reimbursements shall be accompanied by proper documentation of expenditures and should, to the maximum extent possible, be submitted to EDO for approval no later than thirty (30) days after the date of payment by the Company. Payment shall be made by the Palm Beach County Finance Department upon proper presentation of invoices and reports approved by the Company and EDO. Proof of payment and originals of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. When original documents cannot be presented, the Company must adequately justify their absence, in writing, and furnish copies. Invoices will not be honored if received by the Palm Beach County Economic Development Office later than forty-five (45) days after the expiration date of this Agreement, nor will any invoices be honored that predate the effective date of this Agreement.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Company shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes, and amendments and additions thereto as may from time to time be made. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by EDO. No reimbursements will be made without evidence of the appropriate insurance required by this Agreement on file with EDO. No payments for multi-funded projects will be made until a cost allocation plan has been approved by the EDO Director or designee.

Should a project receive additional funding after the commencement of this Agreement, **the Company shall notify EDO in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the EDO Director or designee within forty-five (45) days of said notification.**

(2) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Company or any of its subcontractors performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.

MD NOW MEDICAL CENTERS, INC.

(3) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order and shall be subject to each provision of this Agreement. Proper documentation in accordance with County, State, and Federal guidelines and regulations must be submitted by the Company to EDO and approved by EDO prior to execution of any subcontract hereunder. In addition, all subcontracts shall be subject to Federal, State, and County laws and regulations. This includes ensuring that all consultant Agreements and fee schedules meet the minimum standards as established by the Palm Beach County Engineering Department and U.S. HUD. Agreements for architecture, engineering, survey, and planning shall be negotiated fixed fee Agreements. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Agreement." Reimbursables will be at cost.

None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted or reimbursed without prior written approval of the EDO Director or his designee.

(4) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written Agreement. Each business will be required to secure three (3) qualified quotes for goods and services (if goods and services include equipment each piece of equipment will require 3 separate quotes). The business must inform (EDO) in writing (and include the purchase order or written agreement) for the vendor selected. The purchase order or written agreement must include the name/type of goods or services purchased and all costs associated with the purchase.

(5) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the receipt of complete and accurate reports required by this Agreement, and in the resolution of monitoring or audit findings identified pursuant to this Agreement.

(6) ADDITIONAL COUNTY AND U.S. HUD REQUIREMENTS

The State or Federal funds being provided hereunder cannot be used as a match for other State or Federal grants to the Company and the Company cannot submit requests for the same expenses to more than one funding source or under more than one program.

EDO shall have the right under this Agreement to suspend or terminate payments until the Company complies with any additional conditions that may be imposed by the County or U.S. HUD.

(7) PRIOR WRITTEN APPROVALS-SUMMARY

The following includes but is not limited to activities that require the prior written approval of the EDO Director or his designee to be eligible for reimbursement or payment:

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All capital equipment expenditures of \$1,000 or more;
- (c) All out-of-town travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
- (d) All change orders; and
- (e) Requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A.
- (f) All rates of pay and pay increases paid from funds provided hereunder, whether for merit or cost of living.

PART IV **GENERAL CONDITIONS**

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Company agrees that no person shall on the ground of race, color, national origin, religion, disability, age, familial status, or sex be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement. To the greatest extent feasible, lower-income residents of the

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project areas shall be given opportunities for training and employment; and to the greatest extent feasible eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded Agreements in connection with the project. At a minimum, the Company shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968, as amended.

2. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Company shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for Agreements to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.

3. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the jobs created through this project must be held by, or made available to, low- and moderate-income persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than 50 percent (50%) of the beneficiaries assisted directly through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. **The Company shall provide written verification of compliance as described in Exhibit A of this Agreement to EDO upon EDO's request.**

4. EVALUATION AND MONITORING

The Company agrees that EDO will carry out periodic monitoring and evaluation activities, as determined necessary by EDO or the County, during the term of this Agreement and during the periods of time described in Exhibit A of this Agreement. The Company agrees to furnish upon request to EDO, the County or the County's designees and make copies or transcriptions of such records and information as is determined necessary by EDO or the County. The Company shall submit information and status reports required by EDO, the County or U.S. HUD, at EDO's request, to enable EDO to evaluate said progress and to enable EDO to complete reports required of EDO by U.S. HUD. The Company shall allow EDO or U.S. HUD to monitor the Company on site. Such site visits may be scheduled or unscheduled as determined by EDO or U.S. HUD.

5. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as EDO, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, the Company shall make available all its records with respect to all matters covered by this Agreement.

6. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures purchased, developed, prepared, assembled, or completed by the Company for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Company at any time upon request by the County or EDO. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to EDO if requested. In any event the **Company shall keep all documents and records for three (3) years** after expiration of this Agreement.

7. INDEMNIFICATION

The Company shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Company. The Company's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The Company will hold the County harmless and will indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Company.

8. INSURANCE REQUIREMENT

Unless otherwise specified in this Agreement, the Company shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The requirements contained

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herein as to types and limits, as well as County's review or acceptance of insurance maintained by the Company are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Company under the Agreement.

(1) COMMERCIAL GENERAL LIABILITY

The Company shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by County's Risk Management Department. The Company agrees this coverage shall be provided on a primary basis.

(2) BUSINESS AUTOMOBILE LIABILITY

The Company shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Company does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Company to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. Company agrees this coverage shall be provided on a primary basis.

(3) WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

The Company shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. The Company agrees this coverage shall be provided on a primary basis.

(4) INSURANCE COVERING EQUIPMENT

The Company shall maintain insurance coverage's against theft, loss, damage, and loss to persons or property in an amount not less than one hundred percent (100%) of the replacement cost of the equipment purchased with funds under this Agreement for a period of ten (10) years. The Company shall agree to be fully responsible for any deductible or self-insured retention and agree to name the County as a Loss Payee on each policy as its interest may appear in equipment purchased with funds under this Agreement.

(5) ADDITIONAL INSURED

The Company shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Economic Development Office". The Company shall agree that the Additional Insured endorsements provide coverage on a primary basis.

(6) CERTIFICATE OF INSURANCE

The Company shall deliver to the County a certificate(s) of insurance evidencing that the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of this Agreement and upon renewal or reduction of any required insurance. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

(7) RIGHT TO REVIEW & ADJUST

The County, by and through its Risk Management Department, in cooperation with EDO, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

9. CONFLICT OF INTEREST

The Company covenants that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Company. Any possible conflict of interest on the part of the Company or its employees shall be disclosed in writing to EDO provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project target area.

10. CITIZEN PARTICIPATION

The Company will cooperate with HCD in the implementation of the Citizen Participation Plan by informing project beneficiaries and the community of the activities the Company is undertaking in carrying out the provisions of this Agreement.

MD NOW MEDICAL CENTERS, INC.

11. **RECOGNITION**

All property purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Company will include a reference to the financial support herein provided by EDO in all publicity. In addition, the Company will make a good faith effort to recognize EDO's support for all activities made possible with funds made available under this Agreement.

12. **AGREEMENT DOCUMENTS**

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement, including its Exhibits
- (2) 48 CFR Part 31
- (3) Palm Beach County Purchasing Code
- (4) Palm Beach County's Tangible Property Disposal Ordinance
- (5) Community Development Block Grant Regulations (24 CFR Part 570), as amended
- (6) The Company's Incorporation Certificate
- (7) The Company's Certificates of Insurance and Bonding

The Company shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

13. **TERMINATION**

In the event of termination, the Company shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Company, and the County may withhold any payment to the Company for set-off purposes until such time as the exact amount of damages due to the County from the Company is determined.

A. **Termination for Cause:** If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension. The Company shall repay the full value of this grant, unless otherwise specified by EDO, within a time period specified by the County.

B. **Termination Due To Cessation:** In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Company ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Company has ceased or suspended its operation shall be made solely by the County, and the Company, its successors or assigns in interest agrees to be bound by the County's determination. At the County's sole discretion, the Company shall return all funds received through this Agreement to the County within a time period specified by the County.

C. **Termination for Convenience of County:** The County may terminate this Agreement at any time by giving at least ten (10) working days notice in writing from the County to the Company. If this Agreement is terminated by the County as provided herein, the Company will be paid for allowable services and allowable expenses under Part II of this Agreement until the effective date of termination.

D. **Termination for Convenience of the Company:** The Company may terminate this Agreement at any time by giving at least ten (10) working days prior written notice to EDO. If the Company has received funds through this Agreement, the Company shall return all funds to the County prior to the termination of this Agreement.

14. **SEVERABILITY OF PROVISIONS**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

15. **AMENDMENTS**

MD NOW MEDICAL CENTERS, INC.

The County may, at its discretion, amend this Agreement to conform with changes in Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and signed by both parties.

16. NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

**Kevin Johns, Economic Development Director
Economic Development Office
301 N. Olive Avenue, 10th FL
West Palm Beach, Florida 33401
Phone (561) 355-6835
Fax (561) 355-6017**

With a copy to:

**Dawn Wynn, Assistant County Attorney
County Attorney's Office
301 N. Olive Avenue, 6th FL
West Palm Beach, Florida 33401**

If sent to the COMPANY, notices shall be addressed to:

**Peter Lamelas, MD, MBA, President
MD Now Medical Centers, Inc.
4560/4570 Lantana Road
Lake Worth, Florida 33463
Phone (561) 963-9881
Fax (561) 963-1390**

17. INDEPENDENT AGENT AND EMPLOYEES

The Company agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment compensation and employee benefits.

18. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

19. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Company certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

**Florida Department of Management Services, Division of Purchasing
4050 Esplanade Way, Tallahassee, FL 32399-0950
(850) 488-8440**

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

20. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of sixteen (16) enumerated pages which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

21. AVAILABILITY OF FUNDS

The County's obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the Board of County Commissioners.

MD NOW MEDICAL CENTERS, INC.

22. COUNTY FUNDED PROGRAMS

County funding can be used to match grants from other non-County sources; however, the Company cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one County funded program.

23. JOB CREATION AND JOB MAINTENANCE

In accordance with the Company's use of CDBG funds, all jobs must be created within twelve (12) months based on the following (see *Exhibit "A" for the agreed upon use of funds*):

- a- The date of completion of the facility,
- b- Improvements to a facility, or
- c- Purchase of equipment.

All full-time equivalent (FTE) jobs created must be maintained for a period of at least three (3) years. EDO will monitor the creation and maintenance of all jobs. When funding infrastructure, land acquisition or physical plant construction with CDBG funds, these activities must begin within twelve (12) months from the effective date of the Agreement. In addition, if CDBG funds are used for infrastructure, land acquisition or physical plant construction, the activity must be completed within twenty-four (24) months from the commencement of the Agreement.

Acquisition, construction and rehabilitation activities which utilize CDBG funds are subject to monitoring for ten (10) years under the County policy and will be subject to a "Declaration of Restriction on Use" for the entire monitoring period.

24. ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Company agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

25. CRIMINAL HISTORY RECORDS CHECK

The Company shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if Company's employees or subcontracts are required under this contract to enter a "critical facility" (if applicable) as identified in Resolution R-2003-1274. The Company acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although County agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the Company shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

26. REGULATIONS: LICENSING REQUIREMENTS:

Company and its subcontractors shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Company is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

MD NOW MEDICAL CENTERS, INC.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the COUNTY and the COMPANY has hereunto set its hand and seal the day and year above written.

ATTEST:

Sharon R. Bock, Clerk and Comptroller

PALM BEACH COUNTY, FLORIDA, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: Anne Belmont *for Dawn N/gm*
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Economic Development Director

COMPANY: **MD NOW MEDICAL CENTERS, INC.,** a Florida corporation

By: Peter Lamelas, MD, MBA, President
Company Representative
Name & Title

By: [Signature]
Signature

By: Donna Mark
Witness Name

By: Donna Mark
Signature



(CORPORATE SEAL)

H:\WPDATA\Economic Set Aside\Contracts\MD Now Medical Centers, Inc..doc

EXHIBIT A

WORK PROGRAM NARRATIVE

I. THE AGENCY AGREES TO:

- A. PURCHASE OF EQUIPMENT AND OTHER APPROVED ITEMS: Purchase equipment for use in the Company's **Urgent Care/Walk-In Medical Center at 4560 & 4570 Lantana Road, Lake Worth, Florida 33463**. Said equipment may include but not be limited to **the following categories: computerized radiology equipment, X-Ray machine unit computer integrated, EKG Stress Test Unit, EKG machine w/ computer, Autoclave, Otoscope-Ophthalmoscopes, Spot Vital Signs machines, computerized lab equipment, computerized inventory management and the purchase and delivery only for an emergency generator**. The County shall file liens on all equipment purchased, in whole or in part, with County funds. Such liens will be filed within one week of the Company being reimbursed by the County for the equipment purchased.

NOTE 1: Please refer to the purchasing requirements on page 3 of this Agreement, located in PART III, Section 4 (4).

NOTE 2: The Company will provide proof that the \$787,000 in leverage/matching contributions claimed by the Company has been committed.

The Company further agrees that EDO shall be the final arbiter on the Company's compliance with the above.

- B. INVENTORY AND MAINTENANCE: Within seven (7) days of the County reimbursing the Company for the purchase of the equipment, the Company shall provide EDO with a list of said equipment that includes a description of the equipment; serial number or other identification number, if applicable; source of the equipment; acquisition date; purchase price; and location of the equipment. Additionally, the Company will make the equipment available annually for inspection and inventorying by the County and must also provide annually to EDO a report on the condition and use of said equipment. EDO reserves the right to inspect said equipment on site.

The Company shall maintain said equipment, at the Company's own cost and expense, in good repair and condition. The Company shall also keep the equipment insured **for the replacement cost of the equipment** against theft, loss, damage, and loss to persons or property.

The provisions of this clause shall survive the expiration of this Agreement.

- C. DISPOSITION: Disposition of the equipment is subject to prior written approval of the EDO Director or designee. If for any reason the said equipment is not maintained, used for its intended purpose, or kept in a state of good condition, the Company shall repay the full value of this grant, unless otherwise specified by EDO. EDO or its designee reserves the right to make the determination relating to the Company's use and maintenance of any tangible property purchased by Palm Beach County.
- D. JOB CREATION: Subsequent to the effective date of this Agreement and within one (1) year of the completion of the activity, **the Company shall create 10 jobs, on a full-time equivalent basis, where at least 51% of the jobs will be held by low- and moderate-income persons. (Exhibit C)** A full-time job shall mean employment for a minimum of 2,080 hours per year and for a wage or salary equal to or better than the minimum wage as determined by the U.S. Department of Labor. Low- and moderate-income status is based on the person's income at the time of hire and is not affected by subsequent raises or promotions. Said jobs will include, but may not be limited to, the jobs listed in **Exhibit D**. The Company will register said jobs with and consider applicants referred by the Workforce Alliance, Inc. in Palm Beach County.

NOTE 1: In accordance with this grant Agreement, the jobs committed for creation cannot be counted or used toward receiving any additional Palm Beach County grants.

- E. SECURITY AGREEMENT: To secure the grant amount, the Company hereby covenants and agrees for a period of **three (3) years** commencing with the completion of the activity to comply with the Job Creation requirements; **and for a period of ten (10) years to comply** with the equipment use/disposition requirements. If for any reason the Company fails to comply with the Job Creation or the equipment use/disposition requirements, the Company shall repay the full value of this grant, unless otherwise specified by EDO. **The provisions of this clause shall survive the expiration of this Agreement.**

MD NOW MEDICAL CENTERS, INC.

F. REPORTS: The Company shall submit the reports listed below to EDO:

- 1) Semi-annual and annual reports shall be submitted during the term of this Agreement that describe the status of the activity funded under this Agreement. These reports shall be submitted no later than thirty (30) days following the completion of each reporting period.

<u>Reporting Period</u>	<u>Due Date</u>
October 16, 2007 to April 15, 2008	May 15, 2008
April 16, 2008 to November 15, 2008	December 15, 2008
November 16, 2008 to November 15, 2009	December 15, 2009
November 16, 2009 to November 15, 2010	December 15, 2010

The Company and County agree that the frequency, type and due dates of all reports are at the sole discretion of the County and can be changed and altered as necessary by County without written amendment to this Agreement.

- 2) Written verification of job creation, satisfactory to EDO at EDO's sole discretion. Verification shall include job title, salary, fringe benefits, full-time equivalency status, name and address of person hired, proof that said person is low- and moderate-income, and dates of employment. Said written verification shall be provided to EDO at the completion of the activity funded under this Agreement and annually thereafter for a period of **three (3) years** commencing with the completion of the activity. The Record of Hiring form (**Exhibit E**) must be completed for each employee hired under this Agreement.
- 3) The list of equipment described in this Agreement and the working condition of each piece of equipment.

II. The County agrees to:

- A. **Provide up to one hundred fifty thousand dollars \$150,000 (\$150,000) in funding to purchase the following specialized equipment: Computerized Radiology Equipment, X-Ray Machine Unit Computer Integrated, EKG Stress Test Unit, EKG Machine w/computer, Autoclave, Otoscope-Ophthalmoscopes, Spot Vital Signs machines and Computerized Lab equipment and Computerized Inventory Management and emergency generator.**

NOTE 1: The approximate costs per item (including installation) are as follows:

- a. Computerized Radiology Equipment - \$52,000
- b. X-Ray Machine Unit Computer Integrated - \$49,000
- c. EKG Stress Test Unit - \$20,000
- d. Medical Equipment EKG Machine w/computer, Autoclave, Otoscope-Ophthalmoscopes, Spot Vital Signs machines and Computerized Lab equipment - \$52,000
- e. Computerized Inventory Management - \$9,000

NOTE 2: The approximate cost per item for purchase and delivery only. Installation must be performed by outside contractor.

- f. Emergency generator - \$36,000.

- B. Provide project administration and inspection to the Company to ensure compliance with U.S. HUD, the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Company at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by EDO, be conducted by EDO staff or its subcontractors, and will serve to ensure that planned activities are conducted in a timely manner, to verify the accuracy of reporting to EDO on program activities and compliance with U.S. HUD regulations.

MD NOW MEDICAL CENTERS, INC.

EXHIBIT B

LETTERHEAD STATIONERY

TO: Kevin Johns, Economic Development Director
Economic Development Office
301 N. Olive Avenue, 10th Floor
West Palm Beach, FL 33401

FROM: MD Now Medical Centers, Inc.
4560/4570 Lantana Road
Lake Worth, FL 33463
Phone: 561-963-9881

RE: INVOICE REIMBURSEMENT (Agreement R _____ - _____)

Attached, you will find Invoice # _____, requesting reimbursement in the amount of \$ _____. The expenditures for this invoice covers the period _____ through _____. You will also find attached back-up original documentation relating to the expenditures being invoiced.

Approved for Submission: _____

EXHIBIT C

ANNUAL INCOME LIMITS
FOR
WEST PALM BEACH – BOCA RATON

Title: HUD Income Limits 2007
Author: U.S. Department of Housing and Urban Development
Date Published: 2007

FY 2007 Income Limits Documentation System

FY 2007 Income Limits Summary

West Palm Beach-Boca Raton, FL HUD Metro FMR Area

FY 2007 Income Limit Area	<u>Median Income</u>	FY 2007 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
West Palm Beach- Boca Raton, FL HUD Metro FMR Area	\$61,200	<u>Very Low (50%) Income Limits</u>	\$22,550	\$25,750	\$29,000	\$32,200	\$34,800	\$37,350	\$39,950	\$42,500
		<u>Extremely Low (30%) Income Limits</u>	\$13,500	\$15,450	\$17,350	\$19,300	\$20,850	\$22,400	\$23,950	\$25,500
		<u>Low (80%) Income Limits</u>	\$36,050	\$41,200	\$46,350	\$51,500	\$55,600	\$59,750	\$63,850	\$68,000

NOTE: West Palm Beach-Boca Raton, FL HUD Metro FMR Area contains Palm Beach County, FL. Income Limit areas are based on FY 2007 Fair Market Rent (FMR) areas.

EXHIBIT D

JOB LIST FOR POSITIONS TO BE CREATED

	<u>Job Title</u>	<u># of Employees (to be hired)</u>	<u>Full-Time Equivalency (select one)</u>
1			Full-Time or Part-Time
2			Full-Time or Part-Time
3			Full-Time or Part-Time
4			Full-Time or Part-Time
5			Full-Time or Part-Time
6			Full-Time or Part-Time
7			Full-Time or Part-Time
8			Full-Time or Part-Time
9			Full-Time or Part-Time
10			Full-Time or Part-Time
11			Full-Time or Part-Time
12			Full-Time or Part-Time
13			Full-Time or Part-Time
14			Full-Time or Part-Time
15			Full-Time or Part-Time
16			Full-Time or Part-Time
17			Full-Time or Part-Time
18			Full-Time or Part-Time
19			Full-Time or Part-Time
20			Full-Time or Part-Time
21			Full-Time or Part-Time
22			Full-Time or Part-Time
23			Full-Time or Part-Time
24			Full-Time or Part-Time
25			Full-Time or Part-Time
26			Full-Time or Part-Time
27			Full-Time or Part-Time
28			Full-Time or Part-Time
29			Full-Time or Part-Time
30			Full-Time or Part-Time
31			Full-Time or Part-Time
32			Full-Time or Part-Time
33			Full-Time or Part-Time
34			Full-Time or Part-Time
35			Full-Time or Part-Time
36			Full-Time or Part-Time

EXHIBIT E
RECORD OF EMPLOYEE HIRING
FOR
ECONOMIC DEVELOPMENT COMPLIANCE

(Business Name)

Employee Name: _____

Employee Address: _____

Job Title: _____

Salary: _____

Fringe Benefits: _____

Date of Hire: _____ Date of Termination: _____ Still Employed: YES or NO

Income Status at time of Hire: _____

Number of Persons in Household: _____ Family/Household Income: \$ _____

Identify documentation used to establish very-low, low-and moderate-income status at time to hire. Retain copies of that documentation in Company files for three years for future County or Federal audits.

Specify documentation: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/5/2007

PRODUCER

Keyes Coverage, Inc.

P.O. BOX 10660

JACKSONVILLE FL 32247

(866) 972-7378

(800) 455-9611

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC

INSURER A Maryland Casualty

19356

INSURER B

INSURER C

INSURER D

INSURER E

INSURED

Md Now, Inc.

4570 Lantana Rd

Lake Worth FL 334636908

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.

INSURED'S LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC	PA8000454704	1/15/2007	1/15/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PA8000454704	1/15/2007	1/15/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU- OTH- TORY LIMITS ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER IS ADDITIONAL INSURED AND ISSUOR OF GRANT IN REGARDS TO LOC #1 BLDG #1: 4570
LANTANA RD, LAKE WORTH, FL 33463 BY THIS POLICY.

CERTIFICATE HOLDER

PALM BEACH COUNTY
OFFICE OF ECONOMIC DEVELOPMENT
P.O. BOX 1989

WEST PALM BEACH FL 33402-1989

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

James A. Hester

CORLE VERIFICATE OF LIABILITY INSURANCE

No. 4304 (M.F. 2Y)
10/05/2007

2007

Serial # A32296

ON RISK SERVICES, INC. OF FLORIDA
101 BRICKELL BAY DRIVE, SUITE #1100

MIAMI, FL 33131-4937

PHONE: 800-743-8130

FAX: 800-522-7514

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 A AMERICAN HOME ASSURANCE COMPANY

COMPANY B

COMPANY C

COMPANY D

RED

ADP TOTALSOURCE FL XI, INC.
10200 SUNSET DRIVE
MIAMI, FL 33173
ALTERNATE EMPLOYER:
MD NOW MEDICAL CENTER, INC.

TRADER

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY				GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
<input type="checkbox"/> ANY AUTO				
EXCESS LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$
<input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				
WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC 1108956 FL	07/01/2007	07/01/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				
OTHER				

OPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

LEASED EMPLOYEES WORKING FOR THE ABOVE NAMED CLIENT COMPANY, PAID UNDER ADP/TOTALSOURCE, INC.'S PAYROLL, WILL BE COVERED UNDER THE ABOVE STATED POLICY. *THE ABOVE NAMED CLIENT IS AN ALTERNATE EMPLOYER UNDER THIS POLICY.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
OFFICE OF ECONOMIC DEVELOPMENT
GOVERNMENTAL CENTER, 10TH FLOOR
PO BOX 1989
WEST PALM BEACH, FL 33402-1989

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

[Signature]

RECORD CORPORATION 1989