

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	January 12, 2010	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF


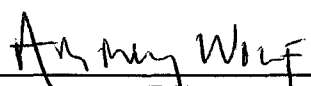
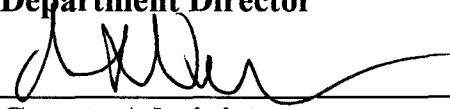
Motion and Title: Staff recommends motion to approve: Amendment Number Four To Lease Agreement (R2000-2059) with Palm Coast Plaza, Inc., for the County's continued use of 12,625 sf of office space in the Palm Coast Plaza at 3040-3044 South Military Trail in Lake Worth.

Summary: Palm Tran currently leases 12,625 sf of office space within the Palm Coast Plaza for the operation of Palm Tran Connection (PTC). The current term of the Lease Agreement expires March 31, 2010, with two (2) remaining renewal options of two (2) years each. This Amendment Number Four: i) exercises the renewal option extending the term of the Lease to March 31, 2012, ii) maintains the current rental rate through March 31, 2011, with 2% increases thereafter, iii) documents Palm Coast Plaza, Inc., as the current owner of the Palm Coast Plaza and updates the Notice provisions, iv) updates the Lease Agreement to include the Disclosure of Beneficial Interests standard provision, and v) incorporates fourteen (14) Federal Transit Administration (FTA) clauses in compliance with the County's 2008 Master Grant Agreement with the FTA. The County has the right to terminate the Lease Agreement upon ninety (90) days written notice and payment of a three (3) month rental penalty, in the event the County is no longer obligated to provide special transportation services for individuals not physically able to use regular County buses. All other terms of the Lease Agreement remain in full force and effect. (PREM) District 3 (HJF)

Background and Justification: On December 19, 2000, the Board approved the initial Lease Agreement which allowed PTC to lease 6,000 sf of office space until March 31, 2004. The Board has previously approved various amendments and renewal option extensions (R2003-0367, R2004-2368, R2006-0213 and R2007-0294) which provided for: i) increases in office space to the current 12,625 sf, ii) hurricane damage renovations, iii) PTC's installation of a generator, and iv) the extension of the Lease Agreement term to the current expiration date of March 31, 2010, with two (2) renewal options of two (2) years each. Staff was able to negotiate continuing the current rent for an additional year with 2% (versus 4%) increases thereafter. If all renewal options are exercised through March 31, 2014, savings of \$73,982.50 will have been realized. Staff is requesting the Board's approval of this Amendment Number Four retroactive to October 1, 2009, as PTC has obtained FTA grant funds for FY10 and the FTA requires leases which FTA funds to contain certain standard FTA clauses. Ownership of the Palm Coast Plaza has transferred from the initial owner as follows: South Atlantic Properties Group, Inc., to Gerry Trader, Inc. (2002), to Oscar Rojas and Catalina Rojas, husband and wife (2004), and to the current owner Palm Coast Plaza, Inc. (2008). Florida Statute Section 286.23 requires that a Disclosure of Beneficial Interests be obtained when a property held in a representative capacity is leased to the County. Palm Coast Plaza, Inc., provided the Disclosure attached hereto as Attachment No. 4. This Disclosure identifies Oscar Rojas and Catalina Rojas as each holding a 50% beneficial interest.

Attachments:

1. Location Map
2. Amendment Number Four To Lease Agreement
3. Budget Availability Statement
4. Disclosure of Beneficial Interests

Recommended By:			12/11/09
		Department Director	Date
Approved By:			12/27/09
	County Administrator		Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures					
Operating Costs	<u>\$126,250.02</u>	<u>\$255,025.02</u>	<u>\$128,775.00</u>	<u>\$-0-</u>	<u>\$-0-</u>
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$126,250.02</u>	<u>\$255,025.02</u>	<u>\$128,775.00</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No

Budget Account No: Fund 1341 Dept 542 Unit 5529 Object 4411
Program V460

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

Rent is funded 100% by Federal grant funds.

Miscellaneous expenses such as utilities are paid separately directly from Palm Tran's operating account.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Jim Owl 12-21-09
OFMB 88 12/18/09 MM 12-17-09

Don J. Jacobson 12/19/09
Contract Development and Control

This amendment complies with
our review requirements.

B. Legal Sufficiency:

7 Jul 12/28/09
Assistant County Attorney

C. Other Department Review:

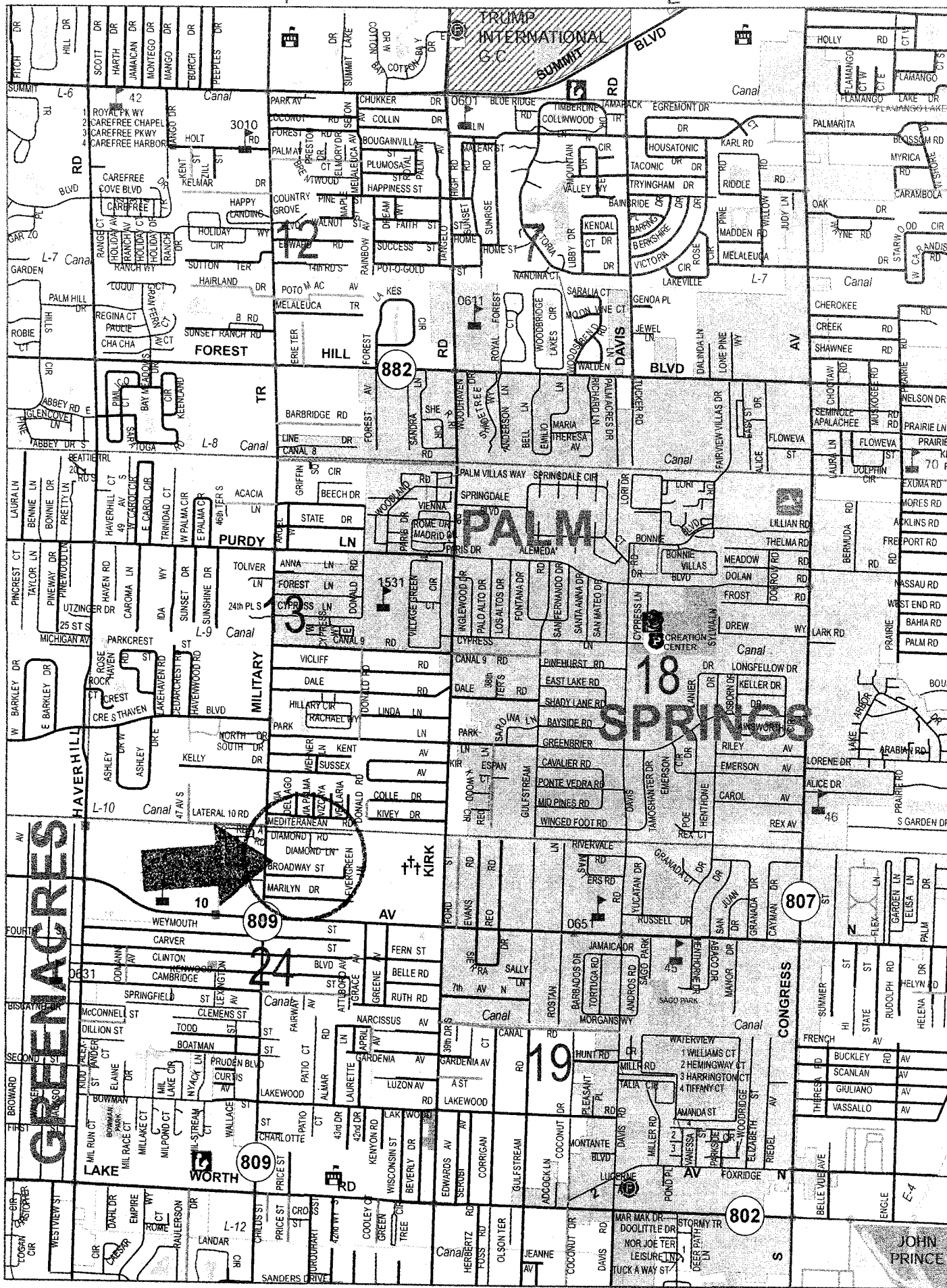
Department Director

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

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LOCATION MAP

ATTACHMENT #1

AMENDMENT NUMBER FOUR TO LEASE AGREEMENT

THIS AMENDMENT NUMBER FOUR TO LEASE AGREEMENT ("Amendment Four") made and entered into _____, by and between PALM COAST PLAZA, INC, a Florida corporation, hereinafter referred to as "Landlord" and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, on behalf of Palm Tran, a County Department, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, South Atlantic Properties Group, Inc., the original Landlord, and County entered into a Lease Agreement dated December 19, 2000 (R2000-2059) (the "Lease Agreement"), for 6,000 gross square feet of office space located at 3040 S. Military Trail, Lake Worth, Florida 33463 (the "Leased Premises") for a term commencing on December 19, 2000, and expiring on March 31, 2004; and

WHEREAS, South Atlantic Properties Group, Inc., sold the Leased Premises to Gerry Trader, Inc., and provided written notice of the change in ownership to the County in November, 2002; and

WHEREAS, Gerry Trader, Inc. sold the Leased Premises to Oscar Rojas and Catalina Rojas, husband and wife, and provided written notice of the change in ownership to the County on June 21, 2004; and

WHEREAS, Oscar Rojas and Catalina Rojas sold the Leased Premises to Palm Coast Plaza, Inc., and provided written notice of the change in ownership to the County on January 5, 2008; and

WHEREAS, pursuant to Amendment Number One to Lease Agreement dated March 11, 2003 (R2003-0367) ("Amendment One"), County exercised its first renewal option to extend the Term of the Lease Agreement until March 31, 2005, and the parties added 2,675 square feet of office space to the Lease Agreement; and

WHEREAS, pursuant to Amendment Number Two to Lease Agreement dated November 16, 2004 (R2004-2368) ("Amendment Two"), County exercised its second renewal option to extend the Term of the Lease Agreement until March 31, 2006, and the parties added 3,950 square feet of office space to the Lease Agreement upon the same terms and conditions of the Lease Agreement except as specifically identified in Amendment Two; and

WHEREAS, on February 7, 2006, County exercised its third renewal option to extend the Term of the Lease Agreement until March 31, 2007 (R2006-0213); and

WHEREAS, pursuant to Amendment Number Three to Lease Agreement dated February 27, 2007 (R2007-0294) ("Amendment Three"), the parties modified the Lease Term and Renewal Option provisions to extend the Term until March 31, 2010, and provide County with the right to extend the Term for two (2) successive two (2) year option periods; and

WHEREAS, County desires to amend the Lease Agreement to (i) incorporate certain provisions required by the Federal Transit Administration and make their inclusion in the Lease Agreement retroactive to October 1, 2009, (ii) exercise the first two (2) year extension option effective April 1, 2010, and (iii) adjust the rental rate for the Leased Premises; and

WHEREAS, Landlord hereby acknowledges that County is not delinquent in the payment of rent and is not in default of any of the terms and conditions of the Lease Agreement; and

WHEREAS, Landlord and County hereby agree that the facts as set forth above are true and correct and form a part hereof.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, the Lease Agreement is hereby modified as follows:

1. Section 1.03(B), Lease Term, is modified to extend the Term from April 1, 2010 through March 31, 2012.

2. Section 2.01, Rent, is deleted in its entirety and replaced with the following:

County shall pay Landlord for the use and occupancy of the Leased Premises a gross rent as follows:

For Option Year April 1, 2009, to March 31, 2010:	\$20.00 per sq. ft. per year
For Option Year April 1, 2010, to March 31, 2011:	\$20.00 per sq. ft. per year
For Option Year April 1, 2011, to March 31, 2012:	\$20.40 per sq. ft. per year
For Option Year April 1, 2012, to March 31, 2013:	\$20.81 per sq. ft. per year
For Option Year April 1, 2013, to March 31, 2014:	\$21.23 per sq. ft. per year

This lease is intended to be a gross lease, and County's responsibilities hereunder shall be limited to those specifically set forth herein.

3. Section 15.04, Notices, is revised to incorporate the new addresses for Landlord and County:

- (a) Palm Coast Plaza, Inc.
3090 S. Military Trail
Lake Worth, FL 33463
- (b) Palm Beach County
Property and Real Estate Management
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605

4. The following provision is added to the Lease Agreement as Section 15.19:

Section 15.19 Disclosure of Beneficial Interest

Landlord represents that simultaneously with Landlord's execution of this Lease, Landlord has executed and delivered to County, the Landlord's Disclosure of Beneficial Interests attached hereto and made a part hereof as Exhibit "A" to Amendment Four (the "Disclosure"), disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Property as required by Section 286.23 of the Florida Statutes unless Landlord is exempt under the statute. Landlord warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Property after the date of execution of the Disclosure until the Effective Date of the Lease, Landlord shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 15.04 of this Lease Agreement.

5. The following provision is added to the Lease Agreement as Article XIX:

**ARTICLE XIX
FEDERAL TRANSIT ADMINISTRATION**

The parties agree that, pursuant to the terms of County's 2008 Master Grant Agreement with the Federal Transit Administration (FTA) and applicable Federal laws, rules, and regulations, the clauses listed in Exhibit "B" to Amendment Four are retroactively incorporated into the Lease Agreement as of October 1, 2009.

6. Except as specifically modified by this Amendment Four, all of the terms and conditions of the Lease Agreement not defined herein shall have the same meaning ascribed to them as in the Lease Agreement, as amended by Amendments One, Two, and Three, shall remain unmodified and in full force and effect, and, are hereby ratified and confirmed by the parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment Four on the day and year first above written.

WITNESSES:

Maria Garcia
Witness Signature

Maria Correa
Print Witness Name

Cristen Dyer
Witness Signature

Catalina Rojas
Print Witness Name

LANDLORD:

PALM COAST PLAZA, INC., a Florida corporation

By: Oscar Rojas
Oscar Rojas, President

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

PALM BEACH COUNTY,
a political subdivision of the State of Florida

By: _____
Chair

APPROVED AS TO TERMS
AND CONDITIONS

By: Audrey Wolf
Audrey Wolf, Director
Facilities Development & Operations

EXHIBIT "A"
to
Amendment Number Four to Lease Agreement

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Oscar Rojas, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President (position - i.e. president, partner, trustee) of Palm Coast Plaza, Inc. (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Landlord") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 3090 S Military Trail
Lake Worth FL 33463

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Landlord and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

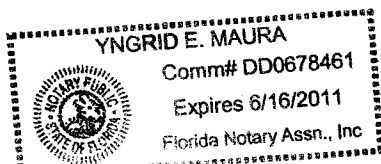
FURTHER AFFIANT SAYETH NAUGHT.

Oscar Rojas, President, Affiant
(Print Affiant Name)

Oscar Rojas

The foregoing instrument was sworn to, subscribed and acknowledged before me this 15th day of December, 2009, by Oscar Rojas
☒ who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Ynggrid E. Maura
Notary Public
YNGRID E. MAURA
(Print Notary Name)



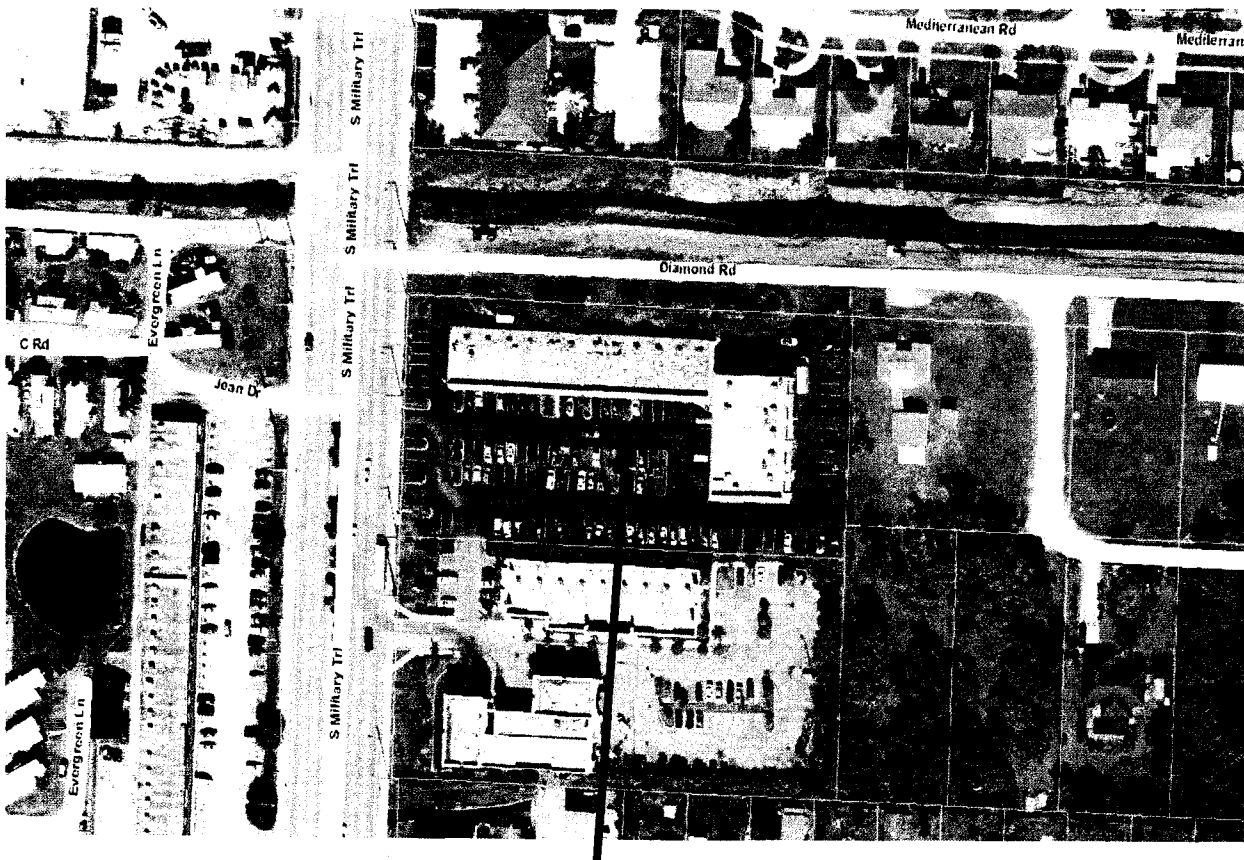
NOTARY PUBLIC
State of Florida at Large

My Commission Expires: _____

EXHIBIT "A"
To Landlord's Disclosure of Beneficial Interests

PROPERTY

Parcel Control Number 00-42-44-24-01-000-0021; located at 3040 S. Military Trail in unincorporated Lake Worth, Florida 33463, known as the Palm Coast Plaza, with a legal description of All of the West 448.58 feet of the North 264.67 feet of Lots 3 and 4, MODEL LAND COMPANY of the North one-half (N ½) of Section 24, Township 44 South, Range 42 East, according to the Plat thereof, as recorded in Plat Book 5, page 76 of the Public Records of Palm Beach County, Florida. LESS the north 50.00 feet and the West 28.00 feet for road right-of-way purposes. As stated in Official Records Book 22337, Page 0451, Palm Beach County, Florida.



Palm Coast Plaza

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Landlord is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Landlord must identify individual owners. If, by way of example, Landlord is wholly or partially owned by another entity, such as a corporation, Landlord must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
Oscar Rojas	3090 S military Trail Lake worth FL 33463	50%
Catalina Rojas	3090 S military trail Lake worth FL 33463	50%

EXHIBIT "B"
to
Amendment Number Four to Lease Agreement

FEDERAL TRANSIT ADMINISTRATION CLAUSES

1. Energy Conservation – The Landlord agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2. Clean Water – The Landlord agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Landlord agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Transit Administration and the appropriate Environmental Protection Agency's regional office. The Landlord also agrees to include the above stated requirements of this paragraph in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the Federal Transit Administration.

3. Lobbying –

A. The Landlord certifies, to the best of its knowledge, that no Federal appropriated funds have been paid or will be paid by or on its behalf, to any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Landlord shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).] Landlord will comply and assure the compliance of each subcontractor with U.S.DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, as modified by 31 U.S.C. 1352.

C. The Landlord shall require that the language of this certification be included in all subcontracts, at all levels, and that its subcontractors shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when the lease and all amendments thereto were made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

E. By entering into this Lease Agreement Amendment, the Landlord certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Landlord understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to its certification and disclosure, if any.

4. Access to Records –

A. The Landlord agrees to provide County, the Federal Transit Administration (FTA) Administrator, the

Secretary of Transportation, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Landlord which are directly pertinent to the lease for the purposes of making audits, examinations, inspections, reproductions of records, excerpts and transcriptions. The Landlord also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives access to the Landlord's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

B. The Landlord agrees to maintain all books, records, accounts and reports required under the Lease Agreement, as amended, for a period of not less than three (3) years after the date of termination or expiration of the lease, except in the event of litigation or settlement of claims arising from the performance of the lease, in which case Landlord agrees to maintain same until the County, the FTA Administrator, Secretary of Transportation, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

5. Federal Changes – The Landlord shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Grant Agreement between County and FTA, as they may be amended or promulgated from time to time during the term of the lease. The Landlord's failure to so comply shall constitute a material breach of contract.

6. Clean Air – The Landlord agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Landlord agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Transit Administration and the appropriate Environmental Protection Agency regional office. The Landlord also agrees to include the above stated requirements of this paragraph in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the Federal Transit Administration.

7. No Obligation by the Federal Government – The County and Landlord acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying lease, absent the express written consent by the Federal Government, the Federal Government is not a party to the lease and shall not be subject to any obligations or liabilities to the County, Landlord, or any other party (whether or not a party to the lease) pertaining to any matter resulting from the underlying lease. The Contractor agrees to include the above stated requirements of this paragraph in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration. It is further agreed that the provisions shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. Program Fraud and False or Fraudulent Statements or Related Acts –

A. The Landlord acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this lease. Upon execution of the underlying Lease Agreement Amendment, the Landlord certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying lease or the Federal Transit Administration project for which this lease is obtained. In addition to other penalties that may be applicable, the Landlord further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Landlord to the extent the Federal Government deems appropriate.

B. The Landlord also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Landlord to the extent the Federal Government deems appropriate.

C. The Landlord agrees to include the above stated two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. Suspension and Debarment – This lease is a covered transaction for purposes of 49 CFR Part 29. As such, the Landlord is required to and does hereby verify that neither it nor any of its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified from participation in this lease as defined at 49 CFR 29.940 and 29.945. Landlord agrees that before entering into any subcontract in connection with this lease, the Landlord will review the “Excluded Parties Listing System” at <http://epls.gov/>. The Landlord agrees to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing this document, the Landlord further certifies as follows:

The certification in this clause is a material representation of fact relied upon by County. If it is later determined that Landlord knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Landlord agrees to comply with the requirements of 49 CFR 29, Subpart C while this lease is in effect. The Landlord further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Civil Rights – The following requirements apply to this lease:

A. Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d *et. seq.*, U.S.DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49 CFR Part 21, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Landlord agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Landlord agrees to comply with applicable Federal implementing regulations and other implementing requirements the Federal Transit Administration may issue, including but not limited to, the applicable provisions of FTA Circular 4702.1A, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” May 13, 2007.

B. Equal Employment Opportunity –

(1) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Landlord agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken related to the Lease. The Landlord agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Landlord agrees to comply with any implementing requirements the Federal Transit Administration may issue.

(2) Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Landlord agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Landlord agrees to comply with any implementing requirements FTA may issue.

(3) **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Landlord agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Landlord agrees to comply with any implementing requirements the Federal Transit Administration may issue.

C. The Contractor also agrees to include all of the above stated requirements of this Civil Rights’ section in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration, modified only as necessary to identify the affected parties.

11. Disadvantaged Business Enterprises –

A. This lease is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency’s overall goal for DBE participation is 15%. A separate contract goal has not been established for this lease.

B. The Landlord shall not discriminate on the basis of race, color, national origin, or sex in the performance of the lease. The Landlord shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Landlord to carry out these requirements is a material breach of contract, which may result in the termination or such other remedy as County deems appropriate. Each subcontract the Landlord signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

C. The Landlord will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

D. The Landlord is required to pay its subcontractors performing work related to this lease for satisfactory performance of that work no later than 30 days after the Landlord’s receipt of payment for that work from the County. In addition, Landlord is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed.

E. The Landlord must promptly notify County, whenever a DBE subcontractor performing work related to this lease is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Landlord may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of County.

12. Environmental Protections – The Landlord agrees to comply with applicable Federal laws and regulations in accordance with applicable Federal directives in effect now or that become effective in the future, except to the extent the Federal Government determines otherwise in writing.

13. Seat Belt Use – The Landlord is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented or personally operated vehicles.

14. Incorporation of Federal Transit Administration (FTA) Terms – This lease includes certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the Lease Agreement’s provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the lease. The Landlord shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the County to be in violation of any FTA terms and conditions.

BUDGET AVAILABILITY STATEMENT

RECEIVED
REQUEST DATE: 10/13/2009

REQUESTED BY: Steven K. Schlamp
Property Specialist/PREM

PHONE: 233-0239
FAX: 233-0210

PROJECT TITLE: ²⁰⁰⁹ Palm Tran Connection Amendment No. 4

PROJECT NO.: 2009-5.012

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures					
Operating Costs	<u>\$126,250.02</u>	<u>\$255,025.02</u>	<u>\$128,775.00</u>	<u>\$-0-</u>	<u>\$-0-</u>
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$126,250.02</u>	<u>\$255,025.02</u>	<u>\$128,775.00</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER

FUND:

DEPT:

UNIT:

OBJ:

SUB OBJ:

1341

542

5529

4411

prog:
V460

IS ITEM INCLUDED IN CURRENT BUDGET: YES X NO

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- ☐ Ad Valorem (source/type: _____)
☐ Non-Ad Valorem (source/type: _____)
☒ Grant (source/type: Federal)
☐ Park Improvement Fund (source/type: _____)
☐ General Fund ☐ Operating Budget ☐ Federal/Davis Bacon
☐ _____ ☐ _____ ☐ _____

Department: Palm Tran

BAS APPROVED BY:

Larraine Syms

DATE: 10/13/09

ENCUMBRANCE NUMBER:

EXHIBIT "A"
to
Amendment Number Four to Lease Agreement

LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared, Oscar Rojas, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President (position - i.e. president, partner, trustee) of Palm Coast Plaza, Inc. (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Landlord") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 3090 S Military Trail
Lake Worth FL 33463

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Landlord and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

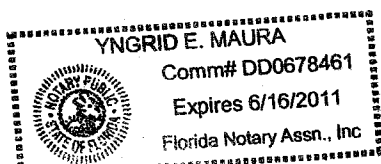
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Oscar Rojas, President, Affiant
(Print Affiant Name)

Oscar Rojas

The foregoing instrument was sworn to, subscribed and acknowledged before me this 1st day of December, 2009, by Oscar Rojas
☒ who is personally known to me or [] who has produced _____ as identification and who did take an oath.



Yngrid E. MAURA
Notary Public
YNGRID E. MAURA
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: _____

EXHIBIT "A"
To Landlord's Disclosure of Beneficial Interests

PROPERTY

Parcel Control Number 00-42-44-24-01-000-0021; located at 3040 S. Military Trail in unincorporated Lake Worth, Florida 33463, known as the Palm Coast Plaza, with a legal description of All of the West 448.58 feet of the North 264.67 feet of Lots 3 and 4, MODEL LAND COMPANY of the North one-half (N ½) of Section 24, Township 44 South, Range 42 East, according to the Plat thereof, as recorded in Plat Book 5, page 76 of the Public Records of Palm Beach County, Florida. LESS the north 50.00 feet and the West 28.00 feet for road right-of-way purposes. As stated in Official Records Book 22337, Page 0451, Palm Beach County, Florida.





Palm Coast Plaza

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Landlord is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Landlord must identify individual owners. If, by way of example, Landlord is wholly or partially owned by another entity, such as a corporation, Landlord must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
Oscar Rojas	3090 S military Trail	
	Lake worth FL 33463	50%
Catalina Rojas	3090 S military trail	
	Lake worth FL 33463	50%

ATTACHMENT # 4

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
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Entity Name Search

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[No Name History](#)

Detail by Entity Name

Florida Profit Corporation

PALM COAST PLAZA INC.

Filing Information

Document Number	P05000089662
FEI/EIN Number	203053353
Date Filed	06/22/2005
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	06/27/2007
Event Effective Date	NONE

Principal Address

3044 SOUTH MILITARY TRAIL,
SUITE G
LAKE WORTH FL 33463
Changed 02/05/2008

Mailing Address

3044 SOUTH MILITARY TRAIL,
SUITE G
LAKE WORTH FL 33463
Changed 02/05/2008

Registered Agent Name & Address

ROJAS, CATALINA
3090 S MILITARY TRAIL
LAKE WORTH FL 33463 US
Name Changed: 06/27/2007
Address Changed: 04/18/2009

Officer/Director Detail

Name & Address
Title P
ROJAS, OSCAR 3044 S. MILITARY TRAIL LAKE WORTH FL 33463
Title VP
ROJAS, CATALINA

3090 S MILITARY TRAIL
LAKE WORTH FL 33463

Annual Reports

Report Year Filed Date	
2007	06/27/2007
2008	02/05/2008
2009	04/18/2009

Document Images

04/18/2009 -- ANNUAL REPORT	View image in PDF format
02/05/2008 -- ANNUAL REPORT	View image in PDF format
06/27/2007 -- REINSTATEMENT	View image in PDF format
06/22/2005 -- Domestic Profit	View image in PDF format

Note: This is not official record. See documents if question or conflict.

Previous on List	Next on List	Return To List	Entity Name Search <input type="text"/>
Events	No Name History		<input type="button" value="Submit"/>

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2009 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P05000089662

Entity Name: PALM COAST PLAZA INC.

FILED
Apr 18, 2009
Secretary of State

Current Principal Place of Business:

3044 SOUTH MILITARY TRAIL,
SUITE G
LAKE WORTH, FL 33463

New Principal Place of Business:

Current Mailing Address:

3044 SOUTH MILITARY TRAIL,
SUITE G
LAKE WORTH, FL 33463

New Mailing Address:

FEI Number: 20-3053353

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

ROJAS, CATALINA
16850-112 COLLINS AVENUE, STE 157
SUNNY ISLES BEACH, FL 33160 US

Name and Address of New Registered Agent:

ROJAS, CATALINA
3090 S MILITARY TRAIL
LAKE WORTH, FL 33463 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: CATALINA ROJAS

04/18/2009

Electronic Signature of Registered Agent

Date

Election Campaign Financing Trust Fund Contribution ().

OFFICERS AND DIRECTORS:

Title: P () Delete
Name: ROJAS, OSCAR
Address: 329 ATLANTIC ISLE
City-St-Zip: SUNNY ISLES BEACH, FL 33160

Title: VP () Delete
Name: ROJAS, CATALINA
Address: 329 ATLANTIC ISLE
City-St-Zip: SUNNY ISLES BEACH, FL 33160

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: P (X) Change () Addition
Name: ROJAS, OSCAR
Address: 3044 S. MILITARY TRAIL
City-St-Zip: LAKE WORTH, FL 33463

Title: VP (X) Change () Addition
Name: ROJAS, CATALINA
Address: 3090 S MILITARY TRAIL
City-St-Zip: LAKE WORTH, FL 33463

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.


SIGNATURE: OSCAR ROJAS

P

04/18/2009

Electronic Signature of Signing Officer or Director

Date

ACORD		CERTIFICATE OF PROPERTY INSURANCE			OP ID: MH PALM-39	DATE (MM/DD/YY) 07/24/09	
PRODUCER		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.					
Atlantic Pacific Insurance-PBG 11382 Prosperity Farms, #123 Palm Beach Gardens FL 33410		COMPANIES AFFORDING COVERAGE					
Patti Martel Phone: 800-538-0487 Fax: 561-626-3153		COMPANY A Old Dominion Insurance Co.					
INSURED		COMPANY B					
		COMPANY C					
Palm Coast Plaza, Inc. 3090 South Military Trail Lake Worth FL 33463		COMPANY D					
COVERAGES							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD	BPG6115A	05/30/09	05/30/10	<input checked="" type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP <input type="checkbox"/> <input checked="" type="checkbox"/> Business Income	\$ 1,090,000 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ 12 Mos ALS	
	<input type="checkbox"/> INLAND MARINE TYPE OF POLICY CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER					\$ \$ \$ \$ \$ \$	
	<input type="checkbox"/> CRIME TYPE OF POLICY					\$ \$ \$ \$	
	<input type="checkbox"/> BOILER & MACHINERY					\$ \$	
A	<input checked="" type="checkbox"/> OTHER Liability/Occurrence	BPG6115A	05/30/09	05/30/10	<input checked="" type="checkbox"/> General Liability	1,000,000	
LOCATION OF PREMISES/DESCRIPTION OF PROPERTY							
Location: 3044 S Military Trail, Lake Worth, FL Oscar & Catalina Rojas are Additional Insureds							
SPECIAL CONDITIONS/OTHER COVERAGES							
Replacement Cost; \$2,500 Deductible; 90% Co-Insurance; Wind Excluded; 10-Day notice of cancellation for nonpayment.							
CERTIFICATE HOLDER				CANCELLATION			
PALMBCO Palm Beach County BOCC Property & Real Estate Mgmt Attn: Director 2633 Vista Parkway West Palm Beach FL 33411-5605				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 			
ACORD 24 (1/95)				ACORD CORPORATION 1995			



CERTIFICATE OF LIABILITY INSURANCE

OP ID CX
PALM-39

DATE (MM/DD/YYYY)
08/05/09

PRODUCER
Atlantic Pacific Insurance-PBG
11382 Prosperity Farms, #123
Palm Beach Gardens FL 33410
Phone: 800-538-0487 Fax: 561-626-3153

INSURED

Palm Coast Plaza, Inc.
3090 South Military Trail
Lake Worth FL 33463

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:	Old Dominion Insurance Co.	40231
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

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.								
INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X		GENERAL LIABILITY	BPG6115A	05/30/09	05/30/10	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	MED EXP (Any one person)				\$ 5,000	
		<input type="checkbox"/>	PERSONAL & ADV INJURY				\$ 1,000,000	
		<input type="checkbox"/>	GENERAL AGGREGATE				\$ 2,000,000	
		<input type="checkbox"/>	PRODUCTS - COMP/OP AGG				\$ 2,000,000	
							GEN'L AGGREGATE LIMIT APPLIES PER:	
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
			AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO	BODILY INJURY (Per person)				\$	
		<input type="checkbox"/> ALL OWNED AUTOS	BODILY INJURY (Per accident)				\$	
		<input type="checkbox"/> SCHEDULED AUTOS	PROPERTY DAMAGE (Per accident)				\$	
		<input type="checkbox"/> HIRED AUTOS						
		<input type="checkbox"/> NON-OWNED AUTOS						
		<input type="checkbox"/>						
		<input type="checkbox"/>						
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO	OTHER THAN AUTO ONLY: EA ACC				\$	
		<input type="checkbox"/>	AGG				\$	
A			EXCESS / UMBRELLA LIABILITY	CUG6115A	05/30/09	05/30/10	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	AGGREGATE				\$ 1,000,000	
		<input type="checkbox"/>					\$	
		<input type="checkbox"/> DEDUCTIBLE					\$	
		<input checked="" type="checkbox"/> RETENTION \$10,000					\$	
		<input type="checkbox"/>					\$	
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	E.L. EACH ACCIDENT				\$	
		If yes, describe under SPECIAL PROVISIONS below	E.L. DISEASE - EA EMPLOYEE				\$	
			E.L. DISEASE - POLICY LIMIT				\$	
		OTHER						

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

Owners: Catalina & Oscar Rojas, 3044 S. Millitary Trail Lake Worth, FL
Palm Beach County Florida Property & Real Estate Mgmt are named as Additional Insureds.

CERTIFICATE HOLDER	CANCELLATION
<p>PALMBCO</p> <p>Palm Beach County Florida Property & Real Estate Mgmt Attn: Director 2633 Vista Parkway West Palm Beach, FL 33411-5605</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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.</p> <p>AUTHORIZED REPRESENTATIVE </p>