

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	October 16, 2012	[X] Consent	[] Regular
		[] Ordinance	[] Public Hearing

Department:	Department of Economic Sustainability
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: (a) an Agreement with the Law Offices of Bryan Boysaw & Associates, P.A. (BB&A); and (b) a First Amendment to Declaration of Restrictions with BB&A.

Summary: On June 19, 2007, the Board of County Commissioners (BCC) approved an Agreement (R2007-0911) with BB&A for the use of \$60,000 in Community Development Block Grant (CDBG) funds under the Economic Development Set-Aside Program. These funds were used to acquire the property located at 501 Rosemary Avenue in the City of West Palm Beach to expand the firm's offices by constructing additional office space on the acquired property. The County's funds were secured by a Declaration of Restrictions recorded against the property. In exchange for the receipt of these funds, the firm was required to create four (4) full-time equivalent jobs by April 1, 2011, and to maintain these jobs for three (3) years after their creation. Due to the economic downturn and due to construction delays, the firm was not able to create these jobs until January 2012. This Agreement recognizes the firm's creation of the required jobs, establishes the three (3) year maintenance period as of January 2012, and establishes the associated reporting requirements. The First Amendment to Declaration of Restrictions modifies the recorded Declaration of Restrictions to become consistent with the foregoing and amends the length of the property restrictions from ten (10) years to five (5) years in accord with current Federal regulations. **This funding is projected to create four (4) jobs and have a five (5) year Economic Sustainability Impact of \$1,263,000. These are Federal CDBG funds which do not require a local match.** (DES Contract Development) District 7 (DW)

Background and Justification: The \$60,000 in CDBG funds provided by the County for property acquisition were matched by \$60,000 from the City of West Palm Beach and by \$30,000 from BB&A. The firm then obtained a loan to construct the additional offices for a total estimated project cost of \$720,000.

On July 7, 1997, the Board set aside ten percent (10%) of its annual CDBG entitlement to fund economic development activities. The Economic Development Set-Aside Program was first implemented in Fiscal Year 1998-99 and has been funded each year since then. The Program's primary goals are to create/retain jobs of which 51% are held by low- and moderate-income persons and to promote economic development in and adjacent to the development regions (areas identified as 10% or higher poverty).

Attachments:

1. Agreement with the Law Offices of Bryan Boysaw & Associates, P.A.
2. First Amendment to Declaration of Restrictions with the Law Offices of Bryan Boysaw & Associates, P.A.

Recommended By:		
	Department Director	Date

Approved By:		
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes _____ No _____


Budget Account No.:

Fund ____ Dept ____ Unit ____ Object ____ Program Code/Period ____

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


No fiscal impact.


C. Departmental Fiscal Review:


Shairette Major, Fiscal Manager I


III. REVIEW COMMENTS

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


OFMB 10/3/12
10/4/12
10/12/12


Contract Development and Control 10/11/12
10-11-12 R. K. Heck

B. Legal Sufficiency:


Chief Assistant County Attorney 10/11/12

C. Other Department Review:

Department Director

AGREEMENT BETWEEN PALM BEACH COUNTY
AND
LAW OFFICES OF BRYAN BOYSAW & ASSOCIATES, P.A.

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between Palm Beach County (hereinafter referred to as the "COUNTY"), a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and Law Offices of Bryan Boysaw & Associates, P.A., a Florida profit corporation, having its principal office at 501 North Rosemary Avenue, West Palm Beach, FL 33401 and its Federal Tax Identification Number as 650995371, hereinafter referred to as the "COMPANY."

WHEREAS, the Parties previously entered into an Agreement on June 19, 2007, as amended on May 6, 2008, for the use of \$60,000 in Community Development Block Grant Program funds received from the United States Department of Housing and Urban Development; and

WHEREAS, the aforesaid Agreement of June 19, 2007, as amended, contained certain obligations by the Parties; and

WHEREAS, the Agreement of June 19, 2007, as amended, expired on April 1, 2010; and

WHEREAS, the aforesaid obligations by the Parties extend beyond April 1, 2010; and

WHEREAS, the Parties desire to enter into this Agreement in order to affirm certain of these obligations and in order to modify certain other obligations.

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

PART I
DEFINITIONS AND PURPOSE

A. DEFINITIONS

- (1) "COUNTY" means Palm Beach County.
- (2) "CDBG" means the Community Development Block Grant Program and / or Palm Beach County Economic Development Set-Aside Program.
- (3) "DES" means Palm Beach County Department of Economic Sustainability.
- (4) "COMPANY" means Law Offices of Bryan Boysaw & Associates, P.A.
- (5) "DES Approval" means the written approval of the DES Director or his designee.
- (6) "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.
- (7) "Low and moderate income persons" means the definition set by U.S. HUD.

B. PURPOSE

The purpose of this Agreement is to affirm certain obligations by the Parties and to modify certain other obligations stemming from the Agreement of June 19, 2007, as amended, between the Parties.

PART II
SCOPE OF SERVICES, ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

A. SCOPE OF SERVICES

The COMPANY shall, in a satisfactory and proper manner as determined by DES, perform the tasks outlined in Exhibit "A".

B. NATIONAL OBJECTIVE AND ELIGIBLE ACTIVITIES

The Parties acknowledge that the activities carried out under the Agreement of June 19, 2007, as amended, are **Special Economic Development Activities**, eligible under 24 Code of Federal Regulations (CFR) 570.203(b). The Parties acknowledge that these activities are intended to meet a CDBG National Objective where at least fifty-one percent (51%) of the jobs created by the COMPANY are held by persons who are **low and moderate income persons**.

PART III
APPLICABLE CONDITIONS

A. 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 DES. No reimbursements will be made without evidence of the appropriate insurance required by this Agreement on file with DES.

B. 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.

C. SUBCONTRACTS

None of the work or services covered by this Agreement may be subcontracted by the COMPANY.

PART IV
GENERAL CONDITIONS

A. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The COMPANY agrees that no person shall on the ground of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, sexual orientation, or gender identity or expression 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 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.

B. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the jobs created through this project must be held by, low and moderate income persons, and 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 DES upon DES's request.

C. EVALUATION AND MONITORING

The COMPANY agrees that DES will carry out periodic monitoring and evaluation activities, as determined necessary by DES 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 DES, the COUNTY or the COUNTY's designees and make copies or transcriptions of such records and information as is determined necessary by DES or the COUNTY. The COMPANY shall submit information and status reports required by DES, the COUNTY or U.S. HUD, at DES's request, to enable DES to evaluate said progress and to enable DES to complete reports required of DES by U.S. HUD. The COMPANY shall allow DES or U.S. HUD to monitor the COMPANY on site. Such site visits may be scheduled or unscheduled as determined by DES or U.S. HUD.

D. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as DES, the COUNTY, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the COMPANY to DES, the COUNTY, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS

The COMPANY agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

F. 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 DES. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the COMPANY shall keep all documents and records for three (3) years after expiration of this Agreement.

G. 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 further agrees to hold the COUNTY harmless and will indemnify the COUNTY for any funds which the COUNTY is obligated to refund the Federal Government arising out of the conduct, any activities and administration of the COMPANY.

H. 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 and limits, including endorsements, as described herein. The requirements contained 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 agree to 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 agree to 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) WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

The COMPANY shall agree to 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 agree to maintain insurance coverages 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 seven (7) years. The COMPANY shall agree to be fully responsible for any deductible or self-insured retention and agrees 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 agree to 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 Department of Economic Sustainability". The COMPANY shall agree that the Additional Insured endorsements provide coverage on a primary basis.

(6) CERTIFICATE OF INSURANCE

Prior to the full execution of this Agreement, the COMPANY agrees to deliver to the COUNTY a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar days prior to the execution of the Agreement by the COUNTY and upon renewal or reduction of any required insurance. In addition, the COMPANY agrees to notify the COUNTY of any cancellation, material change, or non-renewal of coverage taking place during the term of this Agreement. The COMPANY shall deliver the certificate(s) to DES at its office located at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406.

(7) RIGHT TO REVIEW & ADJUST

The COMPANY shall agree that the COUNTY, by and through its Risk Management Department, in cooperation with DES, 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.

I. 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 DES 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.

J. CITIZEN PARTICIPATION

The COMPANY will cooperate with DES 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.

K. 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 DES in all publicity. In addition, the COMPANY will make a good faith effort to recognize DES support for all activities made possible with funds made available under this Agreement.

L. 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 these documents taken as a whole constitute the Agreement between the parties 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, which the COUNTY may revise from time to time, as required;
- (2) 48 CFR Part 31 – Contract Cost Principles and Procedures
- (3) Palm Beach County Purchasing Ordinance
- (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.

M. DEFAULTS

The occurrence of any one or more of the following events shall constitute a Default hereunder:

- (1) Vacating, abandoning, or closing the COMPANY'S business.
- (2) Relocating the COMPANY'S existing business in Palm Beach County outside Palm Beach County.
- (3) Failure of the COMPANY to create the number of jobs as required in this Agreement.
- (4) Failure of the COMPANY to maintain the required number of jobs for the entire three (3) year period, as required in this Agreement.
- (5) Failure of the COMPANY to submit to the COUNTY the written verification of job creation required in this Agreement.
- (6) Failure of the COMPANY to observe or perform any of the terms, covenants, conditions, obligations, or provisions of this Agreement to be observed or performed by the COMPANY where such failure continues for a period of thirty (30) days after written notice thereof from the COUNTY to the COMPANY; provided, however, that if the nature of COMPANY'S default is such that more than thirty (30) days are reasonably required for its cure, then COMPANY shall not be deemed to be in default if the COMPANY commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion.
- (7) The making by the COMPANY of any general assignment, or general arrangement for the benefit of creditors.
- (8) The filing by or against COMPANY of a petition to have the COMPANY adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against COMPANY, the same is dismissed within sixty (60) days).
- (9) The appointment of a trustee or receiver to take possession of substantially all of COMPANY'S assets where possession is not restored to COMPANY within thirty (30) days.
- (10) The attachment, execution or other judicial seizure of substantially all of COMPANY'S assets located within Palm Beach County where such seizure is not discharged within thirty (30) days.

N. REMEDIES

In the event of a Default by the COMPANY, the COUNTY may at any time thereafter terminate this Agreement. In such event, the COUNTY shall be entitled to recover immediately upon demand from the COMPANY or any party joining in or consenting to this Agreement, all sums paid by the COUNTY to the COMPANY, pursuant to this Agreement.

O. 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.

- (1) Termination for Cause: If through any cause either party shall fail to fulfill in 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 part by giving written notice of such termination or suspension of payments and specifying the effective date of termination or suspension. The COMPANY shall repay the full value of this grant, unless otherwise specified by DES, within thirty (30) days of receiving the termination notice from the COUNTY.

- (2) 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, pursuant to this Section, the COMPANY shall return all funds received through this Agreement to the COUNTY within sixty (60) days of receiving the termination notice from the County.

- (3) Termination for Convenience of the 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.
- (4) 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 DES. 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.

P. 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.

Q. AMENDMENTS

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.

R. 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:

Ed Lowery, Director
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Dawn Wynn, Assistant County Attorney
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

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

Bryan Boysaw
Law Offices of Bryan Boysaw & Associates, P.A.
501 North Rosemary Avenue
West Palm Beach, FL 33401

S. 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.

T. 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.

U. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

V. 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.

This Agreement and its provisions merge any prior Agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

W. 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.

X. ANTI-PIRACY PROVISION

The COMPANY hereby certifies that it is in compliance with Section 105H of U.S.C. 5305 and 24 CFR 570.210 and 570.482 and 570.506 in that the CDBG grant will not cause the COMPANY to locate a facility, plant or operation, including the expansion of a business that will result in the loss of jobs from one Labor Market Area to another.

Y. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the COMPANY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Z. REGULATIONS: LICENSING REQUIREMENTS

The 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. The 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.

AA. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of fourteen (14) 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.

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.

(CORPORATE SEAL BELOW)



LAW OFFICES OF BRYAN BOYSAW & ASSOCIATES, P.A.

By: [Signature]
Bryan Boysaw, Director

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS**

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Shelley Vana, Chair
Board of County Commissioners

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form
and Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Dawn S. Wynn
Senior Assistant County Attorney

By: [Signature]
Journey Beard, Director
Contract Development and Quality Control

EXHIBIT "A"

WORK PROGRAM NARRATIVE

1. ACKNOWLEDGEMENTS BY THE COMPANY:

- A. The COMPANY acknowledges that it is one and the same party as Bryan Boysaw & Associates, which party entered into the herein described Agreement with the COUNTY on June 19, 2007, and which Agreement was assigned Document Number R2007-0911 by the Clerk and Comptroller of Palm Beach County, Florida.
- B. The COMPANY acknowledges that it is one and the same party as Bryan Boysaw & Associates a/k/a Law Offices of Bryan Boysaw and Associates, P.A., which party entered into the First Amendment to the Agreement with the COUNTY on May 6, 2008, amending said Agreement of June 19, 2007, and which First Amendment to the Agreement was assigned Document Number R2008-0709 by the Clerk and Comptroller of Palm Beach County, Florida.
- C. The COMPANY acknowledges that it is one and the same party as Bryan Boysaw & Associates, which party executed a Declaration of Restrictions recorded in Official records Book 22232, at Page 1967, of the Public Records of Palm Beach County, Florida.

2. THE COMPANY AND THE COUNTY AGREE THAT:

- A. The above stated Agreement of June 19, 2007, and First Amendment to the Agreement of May 6, 2008, are both incorporated herein by reference, and shall together hereinafter be referred to as the Original Agreement.
- B. In exchange for the receipt of \$60,000 in Community Development Block Grant Program funds provided by the COUNTY through the Original Agreement, the COMPANY, by April 1, 2011, was to have created four (4) full-time equivalent jobs of which 51% were to be held by low- and moderate- income persons as more fully described in the Original Agreement. In this regard:
 - a. The COUNTY and the COMPANY affirm that the COUNTY disbursed to, and the COMPANY received \$60,000.
 - b. The COUNTY and the COMPANY affirm that the COMPANY created the four (4) required full-time equivalent jobs of which 51% were to be held by low- and moderate- income persons as required in the Original Agreement.
 - c. The COUNTY and the COMPANY affirm that the COMPANY created the aforesaid four (4) jobs by January 4, 2012, and accordingly, the Parties agree that the COMPANY'S obligation to create these jobs within one (1) year of the completion of the activity funded under the Original Agreement, that is by April 1, 2011, is hereby modified to January 4, 2012.
- C. The COMPANY shall maintain the four (4) jobs it has created for a period of three (3) years after their creation date. Accordingly, the Parties agree that COMPANY shall maintain the above stated jobs for a period of three (3) years beginning on January 4, 2012, and the COUNTY shall monitor the COMPANY'S performance of its job maintenance obligation.

- D. The Original Agreement established a reporting schedule for the COMPANY to report to the COUNTY on how it is meeting its job maintenance obligation. The Parties wish to modify said reporting schedule in light of their modification of the job creation date to January 4, 2012. Accordingly, the Parties agree that COMPANY shall submit to the COUNTY the Semi-Annual Report, attached hereto as Exhibit "B", along with all required supporting documentation evidencing the COMPANY'S compliance with its job maintenance obligation, on the following schedule:

- December 31, 2012
- June 30, 2013
- December 31, 2013
- June 30, 2014
- December 31, 2014
- June 30, 2015

Furthermore, the COMPANY agrees to continue to submit additional Semi-Annual Reports and supporting documentation after June 30, 2015, should any of the four (4) jobs to be maintained by the COMPANY be temporarily not filled by low- and moderate- income persons. The COMPANY shall cease to submit such additional reports and supporting documentation once it has fulfilled its job maintenance obligation hereunder for all required jobs as determined by the COUNTY.

- E. Due to the aforestated acknowledgements and modifications, an amendment to the Declaration of Restrictions is necessary. In addition, the Parties wish to modify the ten (10) year period stated in the Declaration of Restrictions such that it becomes consistent with current applicable regulations. Accordingly, the Parties agree to execute the First Amendment to Declaration of Restrictions, attached hereto as Exhibit "C", which the COUNTY shall promptly record in the Public Records of Palm Beach County, Florida.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT "B"
SEMI-ANNUAL REPORT

COMPANY NAME: _____ INDUSTRY TYPE (NAICS CODE): _____
ADDRESS: _____ PCN: _____
PLEASE NOTE THE FOLLOWING: **CENSUS TRACT OR BLOCK GROUP:** _____

A job is considered to be full time if it provides 2,080 hours of employment per year (40 hour per week).

JOB TITLE	EMPLOYEE INITIALS	EMPLOYEE ZIP CODE	DATE HIRED	SALARY AT TIME OF HIRE	SPECIFY: FULL TIME (FT) OR PART TIME (PT) AND NUMBER OF HOURS PER WEEK	LOW-MOD INCOME EMPLOYEE* (YES) OR (NO)	PRESENT EMPLOYEE (YES) OR (NO)	DATE TERMINATED (IF APPLICABLE)

I CERTIFY THIS REPORT TO BE ACCURATE, BASED UPON ACTUAL COMPANY RECORDS, WHICH WILL BE MAINTAINED FOR MONITORING PURPOSES, ACCORDING TO THE TERMS OF MY FUNDING AGREEMENT WITH PALM BEACH COUNTY.

PRINTED NAME TITLE SIGNATURE DATE

* Obtain current income chart from the County.

EXHIBIT "C"

Return to: Palm Beach County
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Prepared by: Dawn S. Wynn
Senior Assistant County Attorney

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

This First Amendment is entered into this ____ day of _____, 20__ by and between Palm Beach County and Law Offices of Bryan Boysaw & Associates, P.A.

W I T N E S S E T H:

WHEREAS, the Law Offices of Bryan Boysaw & Associates, P.A. (hereinafter referred to as "Declarant") executed a Declaration of Restrictions (hereinafter referred to as "Declaration") on June 4, 2007, and recorded said Declaration on November 5, 2007, in Official Records Book 22232 at Page 1967 of the Public Records of Palm Beach County, Florida, for the subject property, hereinafter referred to as the "Property", and described as:

Lot 20, Block 17, of MAP OF W.S. CLOWS ADDITION TO THE TOWN OF WEST PALM BEACH, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 1, Page 60, said lands situate, lying and being in Palm Beach County, Florida.

Property Control Number: 74-43-43-21-06-017-0200

and,

WHEREAS, Palm Beach County is the beneficiary of the restrictions against the Property as created by the granting of the Declaration, and

WHEREAS, the parties desire to modify said Declaration as follows:

Name of the Declarant:

The parties hereto recognize a scrivener's error in the name of the Declarant and accordingly hereby correct such name as follows:

- In the first paragraph on Page 1 of the Declaration, replace "Bryan Boysaw & Associates" with "Law Offices of Bryan Boysaw & Associates, P.A.".
- Above the signatures on Page 3 of the Declaration, replace "Bryan Boysaw & Associates" with "Law Offices of Bryan Boysaw & Associates, P.A.".

Paragraph 2:

Delete "April 2, 2007" and replace it with "June 19, 2007", delete "10 years" and replace it with "five (5) years", and delete "April 1, 2016" and replace it with "being April 1, 2010".

Paragraph 3:

Delete "ten (10) years" and replace it with "five (5) years", and delete "April 1, 2016" and replace it with "being April 1, 2010".

NOW THEREFORE, 1) all items in the Declaration in conflict with this First Amendment shall be and are hereby changed to conform to this First Amendment, and 2) all provisions not in conflict with this aforementioned First Amendment are still in effect and shall be performed at the same level as specified in the Declaration.

(CORPORATE SEAL BELOW)

**LAW OFFICES OF BRYAN BOYSAW
& ASSOCIATES, P.A.**

By: _____
Bryan Boysaw, Director

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Shelley Vana, Chair
Board of County Commissioners

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Dawn S. Wynn
Senior Assistant County Attorney

By: _____
Journey Beard, Director
Contract Development and Quality Control

Return to: Palm Beach County
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, Florida 33406
Prepared by: Dawn S. Wynn
Senior Assistant County Attorney

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

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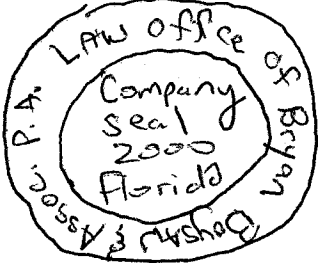
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(CORPORATE SEAL BELOW)



(COUNTY SEAL BELOW)

**LAW OFFICES OF BRYAN BOYSAW
& ASSOCIATES, P.A.**

By: 
Bryan Boysaw, Director

**PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida**

BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Shelley Vana, Chair
Board of County Commissioners

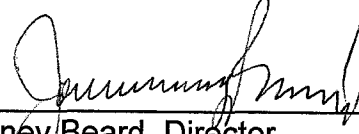
By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Dawn S. Wynn
Senior Assistant County Attorney

By: 
Journey Beard, Director
Contract Development and Quality Control

ACORD... CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):

9/25/2012

PRODUCER

GLENN'S INSURANCE AGENCY INC.
3086 Jog Rd
Lake Worth, FL 33467-2053
(561) 432-5984

INSURED

LAW OFFICE BRYAN BOYSAW &
ASSOCIATES, P.A.
501 ROSEMARY AVE
WEST PALM BEACH, FL 33401

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

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A CENTURY SURETY COMPANY
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 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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CCP-681239	11/09/11	11/09/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (If a occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				MLD EXP (Any one person)	\$ 50,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADJUTORY	\$ 1,000
	<input checked="" type="checkbox"/>				GENERAL AGGREGATE	\$ EXCLUDED
	GENERAL AGGREGATE LIMIT APPLIES PER				PRODUCTS COMPLETION AGG	\$ 2,000,000
	POLICY PROJECT LOC					\$ 2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (If a accident)	\$
	ANY AUTO				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	HIRE D AUTOS				AUTO ONLY - EACH ACCIDENT	\$
	NON-OWNED AUTOS				OTHER THAN AUTO ONLY	\$
	GARAGE LIABILITY				AGG	\$
	ANY AUTO				EACH OCCURRENCE	\$
	EXCESS/UMBRELLA LIABILITY				AGGREGATE	\$
	OCCUR CLAIMS MADE					\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUS TORY LIMITS	OTHER
	ANY EMPLOYER OR PARTNER EXCEPTIVE OFFICER MEMBER EXCLUDED				EACH ACCIDENT	\$
If yes, describe under SPECIAL PROVISIONS below	EACH DISABILITY OF EMPLOYEE	\$				
OTHER	EACH DISABILITY OF POLICY LIMIT	\$				
A	BUSINESS PROPERTY	MKS1868	11/09/11	11/09/12	250,000	
	BUILDING	MKS1868	11/09/11	11/09/12	850,000 10% WIND	

CERTIFICATE HOLDER IS ADDITIONAL INSURED

CERTIFICATE HOLDER

PALM BEACH COUNTY
C/O DEPT OF ECONOMIC SUSTAINABILITY
100 AUSTRALIAN AVE, STE 500
WEST PALM BEACH, FL 33406

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

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

CERTIFICATE OF INSURANCE

This certifies that

- ☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- ☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- ☒ STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- ☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- ☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder Law Offices of
Bryan Boysaw & Associates PA

Address of policyholder 771 Village Blvd Ste 202 West Palm Beach Fl 33409-1934

Location of operations SAME

Description of operations WORKERS COMPENSATION

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
This insurance includes:	Comprehensive Business Liability			BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> <input type="checkbox"/>			Each Occurrence \$ General Aggregate \$ Products - Completed Operations Aggregate \$
.....	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	Each Occurrence \$ Aggregate \$
.....				Part 1 STATUTORY Part 2 BODILY INJURY
				Each Accident \$ Disease Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
98-BE-W888- 1	Workers Compensa	12-13-2012	12-13-2013	\$1,000,000.00

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

PALM BEACH COUNTY
 C/O DEPARTMENT OF ECONOMIC SUSTANABILITY
 100 AUSTRALIAN AVENUE
 SUITE 500
 WEST PALM BEACH, FL 33406

Name and Address of Certificate Holder

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Juan J. Williams
 Signature of Authorized Representative
 Agent
 Title
 Date 09/26/12
 Agent's Code Stamp
 AFO Code 2435




CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: BOYSAW, BRYAN K							
ADDRESS OF NAMED INSURED: 501 N ROSEMARY AVE WEST PALM BCH FL 33401							
POLICY NUMBER	857 2368-F01-59P						
EFFECTIVE DATE OF POLICY	06/01/12-12/01/12						
DESCRIPTION OF VEHICLE (Including VIN)	SAJWA2GB7CLV29007						
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY							
a. Bodily Injury							
Each Person	250,000						
Each Accident	500,000						
b. Property Damage							
Each Accident	100,000						
c. Bodily Injury & Property Damage Single Limit							
Each Accident							
PHYSICAL DAMAGE COVERAGES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
a. Comprehensive	\$ 500 Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
b. Collision	\$ 500 Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible	\$ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

	AGENT	2435	09/28/12
Signature of Authorized Representative	Title	Agent's Code Number	Date
Name and Address of Certificate Holder	Name and Address of Agent		
PALM BEACH COUNTY C/O DEPARTMENT OF ECONOMIC SUSTAINABILITY 100 AUSTRALIAN AVENUE SUITE 500 WEST PALM BEACH, FL 33406	JUAN J WILLIAMS 1525 A PROSPERITY FARMS RD LAKE PARK FL 33403 B-561-881-7211 F-561881-7212		

INTERNAL STATE FARM USE ONLY: ☐ Request permanent Certificate of Insurance for liability coverage.
☐ Request Certificate Holder to be added as an Additional Insured.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
INFORMATION PAGE



POLICY NO. 98-BE-W888-1

COVERAGE IS PROVIDED BY
STATE FARM FIRE AND CASUALTY COMPANY
7401 CYPRESS GDNS BL, WINTER HAVEN FL 33888-0007

19-2435-F595

1. NAMED INSURED & MAILING ADDRESS
LAW OFFICES OF BRYAN BOYSAW &
ASSOCIATES PA
501 N ROSEMARY AVE
WEST PALM BEACH FL 33401-4135

NCCI CARRIER CODE NO. 14842
FEIN 650995371

WORKPLACE NOT SHOWN

FOR QUESTIONS, PROBLEMS, OR INFORMATION ABOUT COVERAGE CALL: (561) 881-7211
INSURED IS A CORPORATION
COPYRIGHT 1987 NATIONAL COUNCIL ON COMPENSATION INSURANCE

2. THE POLICY PERIOD IS FROM 12/13/2011 TO 12/13/2012 12:01 A.M. STANDARD TIME
AT THE INSURED'S MAILING ADDRESS.

3A. WORKERS COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE
WORKERS COMPENSATION LAW OF THE STATES LISTED HERE: FL

B. EMPLOYERS LIABILITY INSURANCE: PART TWO OF THE POLICY APPLIES TO
WORK IN EACH STATE LISTED IN ITEM 3A. THE LIMITS OF OUR LIABILITY
UNDER PART TWO ARE: BODILY INJURY BY ACCIDENT \$1,000,000 EACH ACCIDENT
BODILY INJURY BY DISEASE \$1,000,000 EACH EMPLOYEE
BODILY INJURY BY DISEASE \$1,000,000 POLICY LIMIT

C. OTHER STATES INSURANCE: PART THREE OF THE POLICY APPLIES TO ALL STATES
EXCEPT ME, MT, ND, OH, RI, WA, WV, WY AND STATES LISTED IN 3A.

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES: WC000000B
WC000414 WC090606 WC090303 WC090403A

4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF
RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION
REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

CODE NOS. AND CLASSIFICATIONS	PREMIUM BASIS TO- TAL ESTIMATED AN- NUAL REMUNERATION	RATE/\$100 REMUNERA- TION	ESTIMATED ANNUAL PREMIUM
8820 ATTORNEY - ALL EMPLOYEES & CLERICAL, MESSENGERS, DRIVERS	191,256	.19	363

EMPLOYERS LIABILITY INCREASED LIMITS
TERRORISM 9740
EXPENSE CONSTANT
MINIMUM PREMIUM \$ 214 FLORIDA

191,256

.02

75

38

200

676

PREMIUM ADJUSTMENT PERIOD SHALL BE ANNUAL

DEPOSIT PREMIUM \$

676

PREPARED 12/15/2011

COUNTERSIGNED

James J. Wilkin

WC 00 00 01 A

68 2271 0764 BY AGENT

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
INFORMATION PAGE ENDORSEMENT
PAGE 01



THIS FORMS A PART OF
POLICY NO. 98-BE-W888-1

COVERAGE IS PROVIDED BY
STATE FARM FIRE AND CASUALTY COMPANY
7401 CYPRESS GDNS BL, WINTER HAVEN FL 33888-0007

19-2435-F595

NAMED INSURED AND MAILING ADDRESS
LAW OFFICES OF BRYAN BOYSAW &
ASSOCIATES PA
501 N ROSEMARY AVE
WEST PALM BEACH FL 33401-4135

THE EFFECTIVE DATE IS 12/13/2011

THE EXPIRATION DATE IS 12/13/2012

LOCATION OF THE INSURED

LOCATION
NUMBER

01 501 N ROSEMARY AVE
ENTITY:ET01 EMP:1

WEST PALM BCH FL 33401
NAICS:541110

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

PREPARED 12/15/2011
WC 99 00 02 04-84

COUNTERSIGNED

BY AGENT

Theresa V. Will