

**CITY OF NORTH MIAMI
MEMORANDUM OF UNDERSTANDING
Parking Lot Improvement**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this ____ day of _____, 2015, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL ("City") and **I.M.D, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal business office at 880 NE 125th Street, North Miami, FL 33161 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, Contractor is undertaking a commercial development on the southwest corner of N.E. 125th Street and N.E. 9th Avenue; and

WHEREAS, the City desires to have certain modifications and improvements to the adjacent municipal parking lot, generally located at the northeast corner of N.E. 124th Street and 8th Avenue, as specifically delineated in the Scope of Services and collectively referred to herein as "Services"); and

WHEREAS, Contractor is willing to provide Services at no cost to the City, pursuant to the terms, conditions and specifications contained in this MOU; and

WHEREAS, the City Manager finds that the execution of this MOU with Contractor for the provision of Services, is in the best interest of the City.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this MOU.

ARTICLE 2 – INTENT OF MOU

2.1 Execution of this MOU is a representation that the Contractor has carefully examined the subject property and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Services, and the specific conditions under which the Services are to be performed, and all matters which may in any way affect the Services or its performance. The Contractor further represents that, as a result of such examinations and investigations, the Contractor thoroughly understands the intent and purpose of this MOU, and is familiar with all applicable codes, ordinances, laws, regulations and rules as they apply to the Services, and that the Contractor will abide by same.

2.2 The intent of this MOU is to include all items necessary for the proper execution and completion of Services by the Contractor. Performance by the Contractor shall be required only to the extent consistent with this MOU and what is reasonably inferable as being necessary to produce the intended results.

2.3 In the event of any conflict or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.3.1 Specific written direction from the City Manager or City Manager's designee.

2.3.2 This MOU.

ARTICLE 3-TERM OF MOU

3.1 Subject to authorized adjustments, the Term of MOU shall be the period of time not to exceed Ninety (90) Days from execution of MOU, or 90 days from issuance of all necessary permits, whichever is longer, unless terminated earlier by the City Manager.

3.2 Contractor agrees that Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed Term. Failure to achieve timely final completion shall be regarded as a material breach of this MOU and shall be subject to the appropriate remedies available in this MOU.

3.3 Minor adjustments to the time for performance which are approved in writing by the City Manager in advance, shall not constitute non-performance by Contractor. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

3.4 When, in the opinion of the City Manager, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City Manager may request that the Contractor, within a reasonable time frame set forth in the City Manager's request, provide adequate assurances to the City Manager in writing, of Contractor's ability to perform in accordance with terms of this MOU. In the event that the Contractor fails to provide the City Manager the requested assurances within the prescribed time frame, the City Manager may treat such failure as a repudiation or breach of this MOU, and resort to any remedy for breach provided for in this MOU.

3.5 Notwithstanding the provisions of this Article, the MOU may be terminated at any time by the City Manager, with or without cause, in accordance with Article 12.

ARTICLE 4-COMPENSATION

4.1 Contractor shall not be entitled to any compensation by the City for the provision of Services, or any portion thereof.

ARTICLE 5-CONTRACTOR'S SCOPE OF SERVICES

5.1 Contractor hereby agrees that it will exert every reasonable and diligent effort to ensure that all labor employed by Contractor, including that of its subcontractors for Services, shall be in accordance with the Florida Building Code and applicable City Codes and Land Development Regulations. This MOU incorporates by reference the requirements set forth in the Florida Building Code.

5.2 Contractor covenants with the City to provide the Services specifically set forth in the last paragraph of the Contractor's Municipal Parking Lot Modifications Letter dated September 10, 2015, (attached hereto as exhibit A"). Services shall include:

5.2.1 A public access to the retail areas on N.E. 125th Street.

5.2.2 A pedestrian access from the off-site parking on N.E. 124^h Street, to the new retail center, by constructing a five (5) feet continuous brick paver walkway at the east-end of the parking lot.

5.2.3 An opening in the existing wall on N.E. 124^h Street, sufficiently wide enough to accommodate the walkway and vehicular traffic as an egress from the parking lot to N.E. 124^h Street.

5.3 Contractor agrees to furnish efficient business administration and superintendence and use its best efforts to complete the Services in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the City.

5.4 Contractor shall supervise and direct the Services, using the highest quality established by industry standards. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Services under the MOU.

5.5 Contractor shall be responsible to the City for the acts and omissions of the Contractor's employees, subcontractors and their agents and any employees and other persons performing portions of the Services under contract with the Contractor.

5.6 Contractor shall be responsible for and coordinate any and all inspections required by the permitting authorities or any other governmental body having jurisdiction over the Services.

5.7 Contractor shall employ sufficient, competent personnel who shall be in attendance at the worksite during the performance of Services.

5.8 Contractor shall secure all necessary permits from the permitting authority, the cost of which shall be obtained by the Contractor.

5.9 Contractor shall arrange for all worksite facilities necessary to enable the Contractor, subcontractors to perform their respective duties in the management, inspection, and supervision of Services.

5.10 Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Services.

5.11 If the Contractor performs Services knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the City Manager, it shall assume full responsibility for such Services, and shall bear the attributable costs.

5.12 Contractor shall confine operations at the worksite to areas permitted by law, ordinances, and/or permits, and shall not unreasonably encumber the worksite with personnel, materials or equipment.

5.13 Contractor shall keep the worksite premises and surrounding areas free from accumulation of waste materials or rubbish caused by the Services. At completion, the Contractor shall remove from the worksite all waste materials, debris, rubbish, tools, equipment, machinery and surplus materials.

ARTICLE 6- CITY'S RESPONSIBILITY

6.1 The City shall provide information regarding its requirements for the Services, with reasonable promptness to avoid delay in the orderly progress of Services.

6.2 If the City Manager becomes aware of any fault or defect in the provision of Services,, the City Manager shall give prompt written notice thereof to the Contractor.

6.3 The City Manager expects the Contractor to recognize, coordinate and comply with the permitting authorities.

6.4 If the Contractor fails to correct Services which is not in accordance with the requirements of the MOU, or persistently fails to carry out Services in accordance with the Florida Building Code, Miami-Dade County and City codes, rules and regulations, the City Manager, by written order, may order the Contractor to stop the Services, or any portion thereof, until the cause for such order has been eliminated. The right of the City to stop Services on the Project shall not give rise to a duty on the part of the City, to the benefit of the Contractor, subcontractors, or any other person or entity.

6.5 Diligently and timely process all building permits, inspections, Certificates of Completion, etc.

ARTICLE 8 - INDEPENDENT CONTRACTOR

8.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide Workers' compensation insurance, as required by Florida law, for any employee or agent of Contractor rendering Services to the City under this MOU.

ARTICLE 9 - CHANGES IN THE SERVICES

9.1 The Parties, without invalidating this MOU, may order changes in the Services within the general scope of this MOU consisting of additions, deletions or other revisions. The Term shall be adjusted accordingly upon executed amendments.

ARTICLE 10-CORRECTION OF SERVICES

10.1 The Contractor shall promptly correct Services reasonably rejected by the City Manager or permitting authorities or failing to conform to the requirements of the Contract Documents, whether observed before or after the completion of the Services. The Contractor shall bear costs of correcting such rejected Services, including additional testing and inspections. These obligations shall cease upon the issuance of a Certificate of Completion. Thereafter, the City is responsible for its own property.

10.4 Contractor shall bear the cost of correcting destroyed or damaged portions of the Services, whether completed or partially completed, caused by the Contractor's correction or removal of Services which is not in accordance with the requirements of the Contract Documents.

ARTICLE 11 - CONFLICTS OF INTEREST

11.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this MOU and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this MOU.

11.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this MOU has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and approved by the City Manager. Contractor further covenants that, in the performance of this MOU, no person having such conflicting interest shall be employed.

ARTICLE 12-TERMINATION OF MOU

12.1 The City Manager shall have the right to terminate this MOU, in his sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor.

ARTICLE 13-NOTICES

13.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this MOU when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Contractor:

I.M.D, Inc.
Attn: Eric Maller, PD
696 NE 125th Street North
Miami, FL, 33161
Phone: (305) 893-9955
Fax: (305) 899-9060

To City:

City of North Miami
Attn: City Manager
776 N.E. 125th Street
North Miami, Florida 33161

With a copy to:

City Attorney
City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

13.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

13.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 14-INDEMNIFICATION

14.1 Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of Services under this MOU.

14.2 Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required bylaw.

14.5 Contractor has visited the Worksite and is familiar with the local conditions under which the Services are to be performed, and relieves the City from any liability in regard to any matter not immediately brought to the attention of the City Manager.

14.6 Nothing contained in this MOU is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 15 -INSURANCE

15.1 Prior to the execution of this MOU and to the commencement of any Services, the Contractor shall submit certificate(s) of insurance naming the City of North Miami as additional insured, with the following minimum insurance coverage:

15.1.1 COMMERCIAL GENERAL LIABILITY- with Project dedicated minimum limits of \$1,000,000 per occurrence for bodily injury and property damage. This coverage shall also include personal and advertising injury, medical payments and products completed operations to be maintained until completion of Project and issuance of a Certificate of Completion.

15.1.2 COMMERCIAL AUTOMOBILE LIABILITY - with minimum limit of \$1,000,000, covering any auto including non-owned, hired or leased.

15.1.3 SERVICESER'S COMPENSATION - as required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease.

15.1.4 Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

15.2 Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

15.3 Contractor expressly understands and agrees that any insurance protection required by this MOU or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

15.4 Contractor shall not permit any subcontractor to begin Services until after similar minimum insurance to cover subcontractor has been obtained and approved.

15.5 In the event the insurance certificate provided by Contractor or subcontractor indicates that the insurance shall terminate and lapse during the term of this MOU, Contractor shall furnish, at least Thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificates of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this MOU unless all required insurance coverage remains in full force and effect.

15.6 All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 16 -FORCE MAJEURE

16.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the MOU by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay

in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 17-NON-EXCLUSIVE MOU

17.1 The Services to be provided by Contractor pursuant to this MOU shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

17.2 The City reserves the right, at its own expense, to perform Services or operations related to the Project with the City's own forces, or through the award of one or more separate contracts to one or more separate contractors if the scope of the Services changes during the term of this MOU and the City and Contractor are unable to agree as to the Contractor's timely performance of such changed scope of Services. Additionally, the City reserves the right to award separate contracts in connection with other portions of the Project or other construction or operations on the Worksite under conditions identical or substantially similar to these.

ARTICLE 18-PUBLIC RECORDS

18.1 All documents developed by Contractor under this MOU shall be delivered to the City by the Contractor upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Contractor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2015).

18.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Contractor pursuant to this MOU shall at all times remain the property of the City and shall not be used by the Contractor for any other purposes whatsoever without the written consent of the City.

ARTICLE 19-DEFAULT

19.1 In the event the Contractor fails to comply with any provision of this MOU, the City may declare the Contractor in default by written notification. The City shall have the right to terminate this MOU if the Contractor fails to cure the default within ten (10) business days after receiving notice of default from the City. If the Contractor fails to cure the default, the Contractor will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Contractor shall return such sums due to the City within ten (10) days after notice that such sums are due. The Contractor understands and agrees that termination of this MOU under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

20.1 No waiver or breach of any provision of this MOU shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

20.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this MOU, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the MOU.

20.3 Should any provision, paragraph, sentence, word or phrase contained in this MOU be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this MOU shall remain unmodified and in full force and effect or limitation of its use.

20.4 This MOU and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this MOU shall be binding on either Party unless in writing and signed by both Parties.

20.5 This MOU shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

20.6 The City reserves the right to audit the records of the Contractor covered by this MOU at any time during the provision of Services and for a period of three years after final payment is made under this MOU.

20.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

20.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this MOU in whole or in part to any other person, firm or corporation without the prior written consent of the City.

20.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

20.10 The professional Services to be provided by Contractor pursuant to this MOU shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

20.11 This MOU shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

20.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this MOU.

20.13 All other terms, conditions and requirements contained in the ITQ, which have not been modified by this MOU, shall remain in full force and effect.

20.14 In the event of any dispute arising under or related to this MOU, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this MOU, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

20.15 This MOU may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same MOU.

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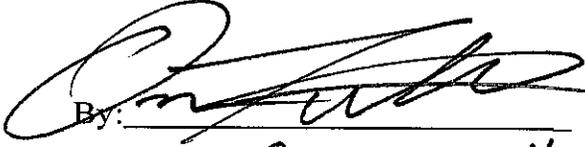
IN WITNESS WHEREOF, the Parties have executed this MOU by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

I.M.D, Inc., a Florida for-profit Corporation,

"Contractor":

By: 

Print Name: Oscar Fiallos

Date: 10-15-15

By: 

Print Name: Eric Maller

Date: 10-15-15

ATTEST:



By: _____

Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal Corporation:

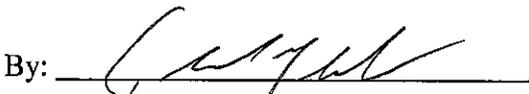
"City"



By: _____

Arthur H. Sorey, III
Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 

Roland C. Galdos
Interim City Attorney

L.M.D, INC.

696 N.E. 125th St Miami, Florida 33161
Ph: (305) 893-9955 Fax: (305) 899-9060

September 10, 2015

City of North Miami
776 N.E. 125th St.
North Miami, Fl 33026
Attn: Mr. Arthur Sorey III
Deputy City Manager

RE: Memorandum of Understanding (MOU)
Municipal Parking Lot Modifications

Dear Mr. Sorey,

As part of the redevelopment of our commercial property, located on the southwest corner of N.E. 125th St. and N.E. 9th Ave., we hereby request a Memorandum of Understanding (MOU) between us and the City, in order to make certain modifications and improvements to the adjacent Municipal parking lot, located at the northeast corner of N.E. 8th Ave. and N.E. 124th St.

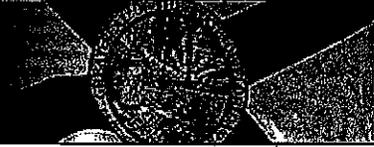
The redevelopment of the commercial property includes the construction of a new 8,060 sq.ft. one story retail building fronting on N.E. 125th St. As part of a pedestrian friendly concept for this development, we are providing a brick paver path on our property at both the east and west sides of the building, from N.E. 125th St., leading to the City parking lot. While the City does not require on-site parking for this building (In accordance with Section 5-1404 of the Land Development Regulations which exempts a parcel of land within 200 ft. of a municipal parking lot), we want to work with the City in providing public access to this and other new retail areas on N.E. 125th St.

We are proposing to provide pedestrian access from the off-site parking on N.E. 124th St. to the new retail center, by constructing a five ft. continuous brick paver walkway at the east end of the parking lot. A new opening would be provided in the existing wall on N.E. 124th St. wide enough to accommodate the walkway as well as one way vehicular traffic as an egress from the parking lot to N.E. 124th St.

Sincerely,


Eric Maller
PD

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation

I.M.D., INC.

Filing Information

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State	FL
Status	ACTIVE

Principal Address

880 NE 125TH ST
NORTH MIAMI, FL 33161

Changed: 02/25/2011

Mailing Address

696 NE 125 ST
NORTH MIAMI, FL 33161

Changed: 02/26/2009

Registered Agent Name & Address

Reyes, Daisy CFO
696 NE 125 ST
NORTH MIAMI, FL 33161

Name Changed: 03/19/2014

Address Changed: 02/26/2009

Officer/Director Detail

Name & Address

Title PD

MALLER, ERIC
696 NE 125ST
N. MIAMI, FL 33161

Title MGR

LIPTON, ALAN
 696 NE 125TH STREET
 NORTH MIAMI, FL 33161

Annual Reports

Report Year	Filed Date
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2014	09/19/2014
2015	03/30/2015

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