

# Memorandum

MIAMI-DADE  
COUNTY

**Date:** March 15, 2011

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

Agenda Item No. 8(C)(1)(A)

**From:** George M. Burgess  
County Manager



**Subject:** Resolution approving transfer of shares of stock of Florida Medi-Van Ambulance Service, Inc.

## **RECOMMENDATION**

It is recommended that the Board approve the transfer of shares of stock of Florida Medi-Van Ambulance Service, Inc., the holder of a Certificate of Public Convenience and Necessity (COPCN) to operate ambulance service, to National Health Transport, Inc.

## **SCOPE**

The COPCN provides for countywide operation.

## **FISCAL IMPACT/FUNDING SOURCE**

There is minimal fiscal impact to the County. Florida Medi-Van Ambulance Service, Inc. is an existing provider of ambulance service. The transfer application fee, as established by Implementing Order 4-107, was \$1,500.

## **TRACK RECORD/MONITOR**

National Health Transport, Inc. currently holds eighteen (18) COPCN's to provide nonemergency medical transportation service. Florida Medi-Van Ambulance Service, Inc. has held a COPCN since 1990. Neither company has an enforcement history. CSD is responsible for regulating for-hire transportation in Miami-Dade County to include ambulance services.

## **BACKGROUND**

Chapter 4, Article I of the Code of Miami-Dade County, which governs ambulances, requires Certificates of Public Convenience and Necessity to be approved by the Board. Section 4-4 (g) of the Code provides that any change in the ownership structure of a Certificate Holder that results in a change or the possibility of change in control must also be approved by the Board. The transfer of a certificate requires that a public hearing be held. In reaching its determination, the Board shall consider the application, the County Manager's report and recommendation, all matters presented at the public hearing and the following criteria:

- Financial ability, including adequate liquid assets to sustain a new operation during an eighteen month start-up period;
- Adequacy of the management plan;
- Any recommendations from municipalities;
- The benefits that will accrue to the public interest;
- The community's need for the proposed service, including a response time analysis of existing private providers for the previous 3 years as compared to benchmark response times stated in each provider's most recent application and the quality of existing services as determined by the results of the comprehensive market survey conducted during the year preceding the term

for certificate renewal and acceptance of new applications.

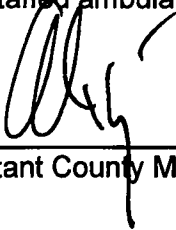
Florida Medi-Van Ambulance Service, Inc. has been providing ambulance service in Miami-Dade County since 1990. They are currently authorized to operate 10 active units and one spare unit. In December 2010, the company informed the County that it had entered into a Stock Purchase Agreement with National Health Transport, Inc. The agreement established the sale of all of the company's shares of stock held by the sole shareholders, Mr. Antonio Gomez Ortega and Ms. Isabel Rodriguez, to National Health Transport, Inc. for \$2,400,000 and other consideration. (Attachment A)

National Health Transport, Inc., located at 1225 SW 125 Avenue, Suite 403, Miami, Florida 33186, is an existing certificate holder with eighteen (18) COPCN's for nonemergency medical service. The company appears to have the necessary financial strength to sustain its operations. In accordance with the Code, staff will monitor quarterly and annual fiscal and other statistical data on an ongoing basis. The management plan submitted by the applicant details the business functions that will be conducted and managed, including employee/crew training, a mechanism to handle complaints, accidents, maintenance, communications and dispatch, maintenance of business records and a quality assurance program. The proposed service standards meet all requirements of the Code and adequately meet transportation and comfort needs. The benchmark response times provided by the applicant are within the parameters of being reasonably responsive to the expectations of customers and are in line with the other providers' self-imposed schedule of benchmark response times.

A notice of the application filing was transmitted to all County municipalities and certificate holders as required. The City of Miami and the City of Homestead sent letters to CSD supporting the transfer application. One of the existing certificate holders, Randle Eastern Ambulance Service, Inc., objected to the transfer indicating that the Miami-Dade County ambulance market is saturated with ambulance providers and that approval of the application will contribute to the dilution of revenue from other providers. Alternatively, Randle Eastern requested that Florida Medi-Van be capped at the current number of ambulance units. (Attachment B)

The preliminary results of a Triennial Private Ambulance Service Market Survey conducted in the last quarter of 2010 show that a high quality of ambulance service is being provided throughout the County and that there is no need for significant expansion of providers; however, this application does not constitute an expansion of the service currently being provided within the County since it only deals with the transfer of the stock of an existing provider. Section 4-4 (h) of the Code sets forth the procedure for the addition of authorized vehicles based on an operator's past utilization.

The benefit to the public is the continued availability to the community of a highly specialized, equipped and staffed ambulance service operating in compliance with Federal, State and County regulations.



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Assistant County Manager

# ATTACHMENT A

## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement"), is made and entered into as of the 1 day of December, 2010, by and between ANTONIO GOMEZ ORTEGA and ISABEL RODRIGUEZ (the "Sellers"), and NATIONAL HEALTH TRANSPORT, INC. (the "Purchaser").

### RECITALS

**WHEREAS**, Sellers are the sole owners of all of the shares of stock (fifty-one percent (51%) by ISABEL RODRIGUEZ and forty-nine percent (49%) by ANTONIO GOMEZ ORTEGA) of FLORIDA MEDI VAN AMBULANCE SERVICE, INC., an active, for-profit Florida corporation, engaged in non-emergency medical transportation services (the "Company"); and

**WHEREAS**, the Company has certain assets and business features, including, but not limited to, leases for 12 emergency and N/A nonemergency operational transport vehicles, a knowledge staff of employees and numerous service contracts throughout south Florida; and

**WHEREAS**, Sellers desires to sell, and Purchaser desires to purchase, all of Sellers' Stock in the Company, upon and subject to the terms and conditions set forth in this Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the aforementioned recitals, the mutual covenants and agreements made by the terms set forth below and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### ARTICLE 1 PURCHASE AND SALE

1.1 **STOCK TO BE SOLD**. Sellers shall sell to Purchaser, and Purchaser shall purchase from the Sellers, all of Sellers' Shares of Stock in the Company, constituting an acquisition by the Purchaser of one hundred percent (100%) of the Shares of Stock in the Company (the "Shares"). Sellers shall transfer to Purchaser the Shares, and complete ownership and control of the Company, at closing upon the full payment of the Purchase Price.

1.2 **PURCHASE PRICE**. So as to induce Sellers to enter into this Agreement and dispossess themselves of their Shares in the Company, Purchaser agrees to pay the purchase price of TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000.00) ("Purchase Price") in a single payment at the time of closing, as consideration. The foregoing payment and transfer are all subject to the terms and conditions of this Agreement and on the basis of the representations, warranties, covenants and agreements contained herein.

1.3 **PAYMENT OF PURCHASE PRICE**. Presuming all conditions precedent of this Agreement have been satisfied, Sellers shall sell, assign, transfer and convey to the Purchaser, and the Purchaser shall purchase, the contemplated Shares for the aforementioned Purchase Price, which shall be paid at the Closing, pursuant to Article 3 herein.

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1.4 ADDITIONAL CONSIDERATION. As additional consideration, Purchaser has paid an outstanding liability of the Company in the amount of the two hundred thirty thousand dollars (\$230,000.00). The outstanding liability is explained fully in Attachment "A", which shall be attached to this Agreement and incorporated by reference herein.

Additionally, Sellers, by and through another business entity, have agreed to sell to Purchaser, and Purchaser has agreed to buy from Sellers, the building located at 2950 NW 7<sup>th</sup> Avenue, Miami, FL 33127, from which the Company operates and otherwise conducts business (the "Company's Business Premises"). Said property acquisition shall be accomplished through a separate transactional document. However, until such sale is taken to fruition, Sellers hereby agree to continue to lease to the Company, after being purchased by Purchaser, the Company's Business Premises for a period of time no less than six (6) months or until such time as the aforementioned sale of the property is consummated between Sellers and Purchaser, for which Purchaser shall pay to Sellers a monthly payment in the amount of \$ 7,500.00 plus the cost of any expenses pertaining to the Company's use of the Business Premises and other valuable consideration the sufficiency of which is acknowledged herein by the Parties.

1.5 SELLERS PAYMENT OF OPERATING EXPENSES. As consideration for the outstanding payments owed by Medicare to the Company, Sellers hereby agree to pay the operating expenses of the Company, for an amount not to exceed two hundred twenty-five thousand dollars (\$225,000.00) a month, for the months of December 2010, January 2011, February 2011 and March 2011 or until such time as Medicare has fully paid its outstanding receivables to the Company, which every occurs soonest. Sellers shall deposit into an escrow account, on or immediately after Closing, nine hundred thousand dollars (\$900,000.00), representing the maximum amount contributable towards the Company's operating expenses over the referenced four (4) months for which Sellers would be responsible. At the end of each referenced month, upon showing the total cost of its operating expenses for each month, the Company shall be paid the cost of its operating expenses from the escrow account funds in the amount not to exceed two hundred twenty-five thousand dollars (\$225,000.00). Any operating expenses beyond this cap shall be borne by the Company, but, should operating expenses fall below this cap, any funds not needed to pay for operating expenses on a monthly basis shall remain in the escrow account. The balance of any remaining or unused funds in the escrow funds shall be due and payable to the Sellers after March 2011 or after Medicare has fully paid its outstanding receivable to the Company, whichever occurs soonest. Should Medicare fully pay its outstanding receivables and Sellers' responsibility to pay operating expenses end during any of the referenced months, Sellers shall nevertheless be responsible for the operating expenses of the Company during that month on a pro rata basis, which shall be paid to the Company before the balance of any unused or remaining funds are disbursed to Sellers in accordance with this Section.

## ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 REPRESENTATIONS AND WARRANTIES OF SELLERS. The Sellers hereby represent and warrant the following to the Purchaser:

(a) *Organization and Qualification.* The Company, FLORIDA MEDI VAN AMBULANCE SERVICE, INC., is an active, for-profit corporation, duly organized and validly

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existing under the laws of the State of Florida. The Company has all requisite power and authority to carry on its business as currently conducted.

(b) *Outstanding Stock.* Sellers are the lawful owners of one hundred percent (100%) of the Shares of Stock of the Company (fifty-one percent (51%) by ISABEL RODRIGUEZ and forty-nine percent (49%) by ANTONIO GOMEZ ORTEGA), owning such Shares free and clear of any and all liens, encumbrances and charges of any kind. The Shares constitutes all of the outstanding Shares of Stock in the Company. There are no rights, warrants or options issued or outstanding with respect to any portion of the Stock.

(c) *Subsidiaries.* The Company does not presently own or control, directly or indirectly, any interest in any other corporation, association, or other business entity. The Company is not a participant in any joint venture, partnership, or similar arrangement.

(d) *Enforceability.* This Agreement constitutes a legal, valid and binding obligation of the Sellers, enforceable in accordance with its terms, subject to judicial principles limiting the availability of specific performance, injunctive relief, and other equitable remedies and/or bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.

(e) *Litigation/Investigations.* To Sellers' knowledge, there is no litigation, investigation or other proceeding pending or threatened against or relating to the Company, its properties or its business.

(f) *Ability to Carry Out Agreement.* Neither the execution nor the delivery of this Agreement by Sellers, nor the performance of Sellers' obligations hereunder, will violate any provision of any judicial or administrative order, award, judgment or decree applicable to the Company or Sellers, of which Sellers has knowledge, or conflict with either the Company's Articles of Incorporation or Bylaws, or result in the breach of any term, condition or provision of, or constitute a default under, any indenture loan agreement, mortgage, lease, agreement or other instrument of which Sellers has knowledge, to which either the Company or Sellers are a party or by which either the Company or Sellers are bound. Approval by the Company's Board of Director has been given, or is not necessary, to authorize the sale contemplated herein.

(g) *Valid Issuance of Stock.* The Shares, when issued, sold and delivered to Sellers were duly and validly issued and are free of restrictions on transfer directly or indirectly, except as provided in the Bylaws of the Company. The original Stock Certificates owned by Sellers, which represent their ownership interest in the Company, shall be delivered to the Purchaser at closing.

(h) *Governmental Consents.* No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of the Company is required in connection with the offer, sale or issuance of the Stocks.

(i) *Title.* To the best of Sellers' knowledge, the Company has good and marketable title to all of its property, free and clear of pledges, liens, charges, restrictions and encumbrances, except any loans from financial institutions shown on the Company's balance

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sheet. All leases, pursuant to which the Company leases property, including, but not limited to those pertaining to the Company's transport vehicles, are in good standing, valid and effective in accordance with their respective terms, and there is not under any such leases any existing default. Sellers shall undertake all steps necessary to facilitate and assure any change in any lease documents that may be required for the leases to remain in good status for the Company under Purchaser's ownership.

(j) *Employees.* To the best of Sellers' knowledge, the Company is not a party to, or bound by, any currently effective employment contract, deferred compensation agreement, bonus plan, incentive plan, profit-sharing plan, retirement agreement or other employee compensation agreement or arrangement with any collective bargaining association. No employee of the Company is represented by any labor union or covered by any collective bargaining agreement. There is no pending or, to the best of Sellers' knowledge, threatened labor dispute involving the Company and/or any group of its employees.

(k) *Permits.* To the best of Sellers' knowledge, the Company has all permits, licenses, and any similar government consents necessary for the operation of its business as now being conducted by it, the lack of which would reasonably be expected to have a material adverse effect on the Company. The Company is not under threat of losing, or in default in any respect of, such permits, licenses, or other similar authority. Sellers shall undertake all steps necessary to facilitate and assure any change to any such permits, licenses and/or similar government consents that may be required for the Company to continue lawful operation once purchased by the Purchaser.

(l) *Environmental and Safety Laws.* To the best of Sellers' knowledge, the Company is not in violation of any applicable statute, law or regulation related to the environment or occupational health and safety. If any such condition does exist, it would not reasonably be expected to have a material adverse effect on the Company.

(m) *Agreements.* There are no agreements, understandings or proposed transactions by and between the Company and Sellers.

(n) *No Implied Representations.* Except as expressly set forth herein, Sellers make no representations or warranties of any kind to Buyer about the Company, except that:

- (i) the Company's liabilities do not exceed \_\_\_\_\_;
- (ii) the Company is not experiencing and will not experience by the date of closing any material adverse change in its condition (financial or otherwise), business, property, assets or prospects of the Company; and
- (iii) that Company has outstanding receivables to be paid by Medicare, the collection of which shall be performed by the Company. Any receivables collected for services rendered by the Company on or before November 31<sup>st</sup>, 2010 shall be due to the Sellers as further consideration of this Agreement and the purchase contemplated thereby. Any receivable collected for services rendered by the Company as of or after December 1<sup>st</sup>, 2010 shall correspond to the Company and shall be due to the Purchaser. Upon closing of this sale, Sellers shall not have and shall not make any claim to payment derived

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from funds collected from outstanding receivables corresponding to November 1<sup>st</sup> through the date of closing and thereafter.

(c) *Brokers or Finders.* Sellers have not agreed to incur, directly or indirectly, any liability for brokerage or finders' fees, agents' commissions or other similar charges in connection with this Agreement or any of the transactions contemplated hereby.

2.2 REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser hereby represents and warrant to Sellers that:

(a) *Standing.* The Purchaser, National Health Transport, Inc., is an active, for-profit corporation, duly organized and validly existing under the laws of the State of Florida. The Company has all requisite power and authority to carry on its business as currently conducted.

(b) *Ability to Carry Out Agreement.* Neither the execution nor the delivery of this Agreement by Purchaser, nor the performance of Purchaser's obligations hereunder, will violate any provision of any judicial or administrative order, award, judgment or decree applicable to Purchaser, of which Purchaser has knowledge. Purchaser is free to enter into this Agreement and to consummate the transaction contemplated herein and done so of his own free will, free of duress, coercion or threat, in consideration of the mutual covenants and promises provided herein.

(c) *Experience.* Purchaser is experienced in evaluating businesses such as the Company and is able to fend for himself in transactions such as the one contemplated by this Agreement, having such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of this transaction and bear the economic risks thereof.

(d) *Due Diligence and Investigation.* Purchaser, by and through its authorized agents, has had the opportunity to inquire into the business, personnel and records of the Company and to receive answers with respect to any questions related thereto, involving, without limitation, the Company's past, current and prospective financial condition. Purchaser has been provided access to all corporate records, agreements and all other documentation relating to the business, prospects and financial condition of the Company. Purchaser hereby acknowledges that Purchaser is satisfied with its Due Diligence Analysis and Investigation of the Company and agrees that Purchaser shall not attempt to rescind this Agreement and sale contemplated hereby on grounds that were or should have been discoverable to Purchaser in the course of Purchaser due diligence analysis and investigation of the Company.

(e) *No Public Market.* Purchaser understands that no public market now exists for the Stocks being purchased herein and that there may never be a public market for such Stocks.

### ARTICLE 3 THE CLOSING

3.1 CLOSING. The Closing (the "Closing") of the transaction contemplated by this Agreement, shall take place on or about December 4<sup>th</sup>, 2010 at 2950 NW 7<sup>th</sup> Avenue, Miami, FL

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33127, upon the mutual execution of this Agreement and the successful delivery of the items specified in Section 3.2. below.

3.2 DELIVERIES AT CLOSING. At the Closing, the parties shall make the following simultaneous deliveries, respectively:

(a) Sellers shall deliver to Purchaser:

- (i) the original Stock Certificates owned by Sellers representing their ownership interest in the Company
- (ii) a duly executed corporate resolution by the Company's Board of Directors acknowledging and/or authorizing, if necessary, the sale Sellers' Shares of Stock in the Company to the Purchaser;
- (iii) a receipt, duly executed by the Sellers, acknowledging receipt of the of the Purchase Price and additional consideration by the Sellers; and
- (iv) on or before the date of Closing, all of the corporate records, including, but not limited to, any and all corporate documents, finance records and statements, inventory lists, contracts and leases, client information and permits, licenses and receipts, involving the Company, as well as all keys, access codes and any and all authorizing information needed to access and operate the business

(b) Purchaser shall deliver to Sellers:

- (i) Seven hundred and fifty thousand dollars (\$750,000.00) by personal check, cashier's check or wire transfer of immediately available funds to an account or accounts of the Sellers as previously designated by the Sellers; the remaining balance shall be given at the time Miami Dade County Board of County Commission approves the APPLICATION FOR ASSIGNMENT, SALE, TRANSFER OR CHANGE OF OWNERSHIP STRUCTURE OF EXISTING PRIVATE CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY.
- (ii) a duly executed corporate resolution by the Purchaser's Board of Directors acknowledging and authorizing the Purchase contemplated herein;
- (iii) an acknowledgement, duly executed by the Purchaser, that Purchaser has received all of the corporate records, including, but not limited to, any and all corporate documents, finance records and statements, inventory lists, contracts and leases, client information and permits, licenses and receipts, involving the Company, as well as all keys, access codes and any and all authorizing information needed to access and operate the business; and.
- (iii) a receipt, duly executed by the Purchaser, indicating receipt of the Sellers' original Stock Certificates.

(c) The parties shall execute and deliver such other documents as are customary and reasonably necessary to consummate the transactions contemplated hereby.

ARTICLE 4  
COVENANTS

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4.1 CONFIDENTIALITY. Sellers and Purchaser agree to keep the terms and conditions of this Agreement and the transactions contemplated hereby confidential, and agree not to disclose to any person not a party to this Agreement any of the terms hereof, except as to the occurrence of the transaction, the amount of Purchaser's interest and as otherwise may be required by applicable law. Sellers and Purchaser expressly acknowledge that each has received or shall be in a position to receive confidential information, including, but not limited to, data, developments, customer and personnel information and all information or documentation that has or could have commercial value or other utility to the Company, whether or not such information is identified as confidential (hereinafter "Confidential Information"), as well as trade secrets, including, but not limited to products, equipment, inventions, ideas, designs, processes, research, software, technical knowledge, methodologies, strategies, bid documentation, proposals, contracts and all information or documentation that has or could have commercial value or other utility to the Company, whether or not such information is identified as secret (hereinafter "Trade Secrets"), related to and used by the Company in connection with the operation of its business. Sellers and Purchaser further acknowledge that disclosure of such Confidential Information and Trade Secrets to any person who is not a member, manager, officer, employee or authorized representative of the Company or not a party to this Agreement would cause irreparable harm to the Company. As such, Sellers and Purchaser hereby agree that neither Sellers nor Purchaser, nor their respective authorized representatives, shall:

(a) disclose any Confidential Information or Trade Secrets to any person who is not a member, manager, officer, employee or authorized representative of the Company or not a party to this Agreement; or

(b) use any Confidential Information or Trade Secrets for any purpose, except in connection with their efforts on behalf of the Company. Sellers and Purchaser shall use their reasonable best efforts to preserve the confidentiality of all Confidential Information and Trade Secrets.

In the event that a party concludes that it is legally obligated to disclose any provision of this Agreement or any Confidential Information or Trade Secrets, such party shall provide the other party with prompt written notice, and shall seek to limit the dissemination of such information. In the case of legal proceedings, in which such disclosure is required, the parties shall cooperate to obtain an appropriate protective order limiting the disclosure of such material.

4.2 COVENANT NOT TO COMPETE. To the extent permitted by applicable state law, Sellers agrees that, for a period of no less than two (2) years, after the Closing of the sale contemplated herein, and in those geographic areas where the Company conducts business, including, but not limited to, Miami-Dade, Broward and Palm Beach Counties, the Sellers, whether individually and/or through a business entity for which he may serve as owner, director, officer, employee, agent, authorized representative and/or any other capacity, shall not, directly or indirectly compete with the Company by refraining from:

(a) soliciting, influencing or assisting another person or business in soliciting or influencing any employee or independent contractor of the Company, for the purpose of causing said employee or independent contractor to terminate his or her employment or business relationship with the Company;

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(b) soliciting or diverting from the Company a former, current or prospective customer, whether done on my own behalf or on behalf of any other person or business; and

(c) performing services or creating a business entity which will perform services of the type provided by the Company, for any of the Company's former, current or prospective customers, with which Sellers did business while having owned the Company, unless previously approved by the Company, in writing.

4.3 EMPLOYEE RETENTION. The Company shall retain as its employees the following individuals: ISABEL RODRIGUEZ, ROGER FORBES AND ANNA NOVO, to facilitate the transition to management by Purchaser and to recover the above-referenced outstanding Medicare receivables, while these individual remain in good standing with the Company and/or for as long as the Purchaser and these individuals consent to continued employment. Otherwise, it is Purchaser's intent to retain all other current employees of the Company for a period of three (3) months following the Closing, so long as the employees continue adequate performance of their duties, the services of such employees are still required by the Company and/or the retaining of such employees does not become commercially impracticable. After the aforementioned three (3) month period following closing, all employees may be evaluated as to their performance and employment status.

4.4 TERMINATION/ RESCISION CONDITION SUBSEQUENT. The sales of the Shares of Stock contemplated are subject to the approval of the Miami Dade County Board of County Commission for APPLICATION FOR ASSIGNMENT, SALE, TRANSFER OR CHANGE OF OWNERSHIP STRUCTURE OF EXISTING PRIVATE CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY. Should said permit or certification be denied for any reason, the obligation of the parties under this agreement shall terminate, the contract shall be rescinded and the parties shall make each of the other whole for any compensation of funds given to each other in performance of this contract. The parties shall be responsible for each of their expenses, including, but not limited to attorney expenses, associated with the work underlying disagreement.

## ARTICLE 5 MISCELLANEOUS

5.1 RECITALS. The recitals set forth at the beginning of this Agreement are true and correct and are incorporated herein by reference.

5.2 INDEPENDENT LEGAL AND TAX ADVICE. Purchaser hereby represents that he has either: (i) employed independent legal counsel and tax advisors to review and advise with respect to the legal and tax consequences of this Agreement; or (ii) does not desire to obtain professional, legal or tax advice with respect to this Agreement. In any event, Purchaser hereby confirms that he has not solicited or relied upon Sellers' legal or tax advisors for any advice with respect to this Agreement.

5.3 FURTHER ASSURANCE. It is expressly understood and agreed that each of the parties hereto shall upon the other party's reasonable request, from time to time, execute and deliver to each other all such instruments and documents of further assurance or otherwise, and will do all such acts and things as reasonably may be required to carry out their respective obligations hereunder to consummate and complete this Agreement.

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5.4 NOTICES. Any notices, desired or required to be given hereunder, shall be in writing and deemed given when personally delivered or deposited in the United States mail, first-class, postage pre-paid, sent certified or registered, or deposited, postage pre-paid, with a nationally recognized overnight courier, and addressed to the respective address set forth below or to such other address as either party may in writing designate:

If to the Purchaser: RAUL RODRIGUEZ  
11239 NW 4<sup>th</sup> Terr  
Miami, FL 33172

If to the Sellers: ISABEL RODRIGUEZ  
2950 NW 7<sup>th</sup> Avenue  
Miami, FL 33127

5.5 BEST EFFORTS; COOPERATION. Each of the parties hereto shall exert its best efforts to obtain all consents and approvals necessary for the due and punctual performance of this Agreement and the satisfaction of the conditions hereof on its part to be satisfied and shall cooperate with the other party with respect thereto.

5.6 DELAYS, OMISSION OR WAIVER. No delay, omission or Waiver to exercise any right, power or remedy accruing to any party upon any breach or default of the other party under this Agreement shall impair any such right, power or remedy of such first party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any holder of any breach or default under this Agreement, or any waiver on the part of any holder of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing or as provided in this Agreement.

5.7 PARTIES AND INTEREST. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto, whether herein so expressed or not, but neither this Agreement nor any of the rights, interests or obligations hereunder or of any party hereunder shall be assigned, without the prior written consent of the other party hereto.

5.8 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. In making proof hereof, it shall not be necessary to produce or account for more than one (1) such counterpart.

5.9 GOVERNING LAW. This Agreement shall be interpreted under, governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict-of-laws principles.

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5.10 SEVERABILITY. If any covenant, provision or agreement provided in this Agreement or any agreement executed in connection with this Agreement or any part thereof is deemed to be contrary to law or otherwise unenforceable, that covenant or agreement will be deemed separable from the remaining covenants, provisions and agreements contained in this Agreement and will not affect the validity, interpretation or effect of the other provisions of either this Agreement or the application of that covenant or agreement to other circumstances not contrary to law or otherwise unenforceable.

5.11 TITLES AND HEADINGS. The titles and headings preceding the text of the paragraphs of this Agreement have been inserted solely for convenience of reference, and neither constitutes a part of this Agreement nor affects its meaning, interpretation or effect.

5.12 EXPENSES/ATTORNEYS' FEES.

(a) Each party shall be responsible for the payment of its own respective attorneys' fees, expenses and related costs incurred in connection with the negotiation, preparation and execution of this Agreement.

(b) In the event any party hereto institutes litigation to enforce any of its rights or remedies under this Agreement, the party prevailing in such litigation shall be entitled to an award from the non-prevailing party for the prevailing party's reasonable attorneys' fees and costs incurred in connection with such litigation. The foregoing shall include reasonable attorneys' fees and costs incurred at trial, on any appeal and in any proceeding in bankruptcy.

5.13 BROKERS. The Sellers and the Purchasers each warrant and represent to each other that it has not retained or dealt with any broker or finder relative to this transaction, and each agrees to indemnify the other for any breach by it of this Paragraph 5.13.

5.14 CONSENT TO JURISDICTION. The parties hereto waive any plea of jurisdiction and agree that any litigation or action, directly or indirectly, connected with this Agreement shall take place and be litigated either in the courts of the State of Florida in Miami-Dade County, Florida or in the United States District Court for the Southern District of Florida, located in Miami-Dade County, Florida.

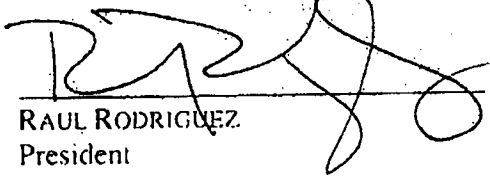
5.15 ENTIRE AGREEMENT. This Agreement constitutes and contains the entire agreement of the parties and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties, respecting the subject matter hereof.

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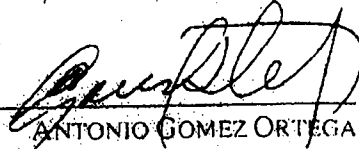
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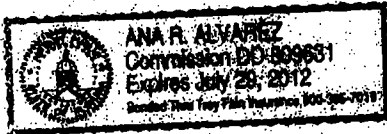
IN WITNESS WHEREOF, the parties hereto have hereby executed this Agreement, as of the date specified above.

**PURCHASER**  
National Health Transport, Inc.

  
\_\_\_\_\_  
RAUL RODRIGUEZ  
President

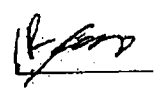
**SELLERS**

  
\_\_\_\_\_  
ISABEL RODRIGUEZ  
  
\_\_\_\_\_  
ANTONIO GOMEZ ORTEGA



*Ana R. Alvarez*  
Dec 1, 2010

RR



# City of Miami, Florida ATTACHMENT B

TOMÁS P. REGALADO  
MAYOR



3500 PAN AMERICAN DRIVE  
MIAMI, FLORIDA 33133  
(305) 250-5300  
FAX (305) 854-4001

December 22, 2010

Mr. Raul Gonzalez, Special Projects Administrator  
Dept. of Consumer Affairs  
Miami-Dade County  
140 West Flagler Street  
Suite 940  
Miami, Florida 33130

Dear Mr. Gonzalez:

I am very happy that Nation Health stepped up and purchased Florida Medi-Van Ambulance Service.

That keeps a locally based company in the ambulance service business, saves jobs, and has the best potential for benefiting our local economy.

The qualifications of their management team are beyond question. They have the experienced people, the willingness, and the money to do things right.

They are committed to the highest standard of service. And that's what we need more of right here in Miami-Dade.

Best regards,

A handwritten signature in cursive script that reads "Tomás P. Regalado".

Mayor Tomás P. Regalado  
City of Miami



Discover the Opportunities™

*City Council*

Steven C. Bateman  
Mayor

Judy Waldman  
Vice Mayor

Jon Burgess  
Councilman

Wendy Lobos  
Councilwoman

Elvis R. Maldonado  
Councilman

Stephen R. Shelley  
Councilman

Jimmie L. Williams, III  
Councilman

George Gretsas  
City Manager

*City Hall*

790 N. Homestead Blvd.  
Homestead, FL 33030  
305-224-4400  
www.cityofhomestead.com

December 17, 2010

To Whom It May Concern:

I am very happy Florida Medi-Van Ambulance Service is staying in local hands. National Health Transport is local in every way. That means their top jobs will stay in our community.

The company's owner, Raul Rodriguez, is Miami born and raised. He has shown his commitment to our community through his various business ventures and charitable acts.

Under his leadership, National Health Transport has assembled an extremely qualified management team. They want to be the best at what they do and have the resources to do it.

Clearly, granting the transfer is in the best interest of our local community.

Sincerely,

Steven C. Bateman  
Mayor



AMERICAN MEDICAL RESPONSE

VIA FACSIMILE 305.372.6321  
AND EMAIL [gonzalr@miamidade.gov](mailto:gonzalr@miamidade.gov)

December 21, 2010

Raul A. Gonzalez  
Ambulance Regulation Coordinator  
Consumer Services Department  
Passenger Transportation Regulatory Division  
Miami-Dade County  
140 West Flagler Street, Suite 904  
Miami, Florida 33130-1561

Re: December 6, 2010 Memorandum to Ambulance Certificate Holders ("County Memo")

Dear Mr. Gonzalez,

This responds to the County Memo regarding the notice of application filed by Florida Medi-Van Ambulance Service, Inc. ("Medi-Van") to transfer its certificate of public necessity and convenience to National Health Transport, Inc.

Randle Eastern Ambulance Service, Inc., d/b/a American Medical Response ("AMR") respectfully objects to Medi-Van's application. We do not believe that "public interest" will be served by the granting of the application. The Miami-Dade County ambulance market is saturated with ambulance providers. Transport volume and the need for ambulance services has decreased year-over-year for a number of years. Granting the application to transfer will only continue with the dilution of revenue from other permitted ambulance providers that have capacity to safely, timely and appropriately provide ambulance services within the County. Consequently, there is no need for the County to grant Medi-Van's request to transfer authority. Further, we do not believe the application has met all the requirements of Section 4-4 of the Code of Miami-Dade County.

Alternatively, if the County is inclined to grant the transfer of Medi-Van's authority to National Health Transportation, Inc., we request that the County limit the transfer to the number of ambulances currently permitted by Medi-Van. The County should not grant any additional permits given the current market conditions. Additional ambulance

Barbara.santiago@emsc.net  
American Medical Response  
7255 NW 19th Street, Suite C  
Miami, FL 33126  
305-718-6447





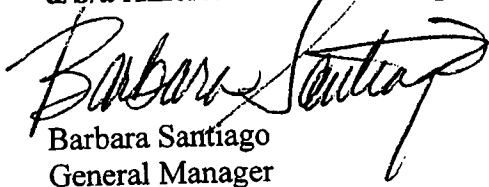
AMERICAN MEDICAL RESPONSE

permits would further deteriorate the market and would not be appropriate for the market based on the already scarce number of transports available to all ambulance providers.

We look forward to participating in this matter and request status as an objector, intervener or interested party. Please keep us posted as the proceedings move forward and please do not hesitate to contact me at (305) 496-5072 with questions or concerns.

Very truly yours,

**Randle Eastern Ambulance Service, Inc.**  
**d/b/a American Medical Response**



Barbara Santiago  
General Manager

Barbara.santiago@emsc.net  
American Medical Response  
7255 NW 19th Street, Suite C  
Miami, Fl 33126  
305-718-6447



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** March 15, 2011

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(C)(1)(A)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor

Agenda Item No. 8(C)(1)(A)

Veto \_\_\_\_\_

3-15-11

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING TRANSFER OF SHARES OF STOCK OF FLORIDA MEDI-VAN AMBULANCE SERVICE, INC. TO NATIONAL HEALTH TRANSPORT, INC.

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that in accordance with Chapter 4 of the Code, the transfer of shares of stock of Florida Medi-Van Ambulance Service, Inc. to National Health Transport Inc. is approved.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

- |                      |                                     |
|----------------------|-------------------------------------|
|                      | Joe A. Martinez, Chairman           |
|                      | Audrey M. Edmonson, Vice Chairwoman |
| Bruno A. Barreiro    | Lynda Bell                          |
| Jose "Pepe" Diaz     | Carlos A. Gimenez                   |
| Sally A. Heyman      | Barbara J. Jordan                   |
| Jean Monestime       | Dennis C. Moss                      |
| Natacha Seijas       | Rebeca Sosa                         |
| Sen. Javier D. Souto |                                     |

The Chairperson thereupon declared the resolution duly passed and adopted this 15<sup>th</sup> day of March, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Bruce Libhaber

# Memorandum



Date: **FEB 11 2011**

To: Diane Collins, Acting Division Chief  
Clerk of the Board

From: Cathy Grimes Peel, Director  
Consumer Services Department

Subject: Advertisement of Application for Certificate of Transportation

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Please advertise the attached item for the March 7, 2011, Regional Transportation Committee of the Board of County Commissioners' meeting at least seven (7) days in advance.

Attachment

c: Joe Mora, Director, PTRD  
Eugene Love, Office of Agenda Coordination

MIAMI-DADE COUNTY

PUBLIC NOTICE

THE REGIONAL TRANSPORTATION COMMITTEE OF THE BOARD OF COUNTY COMMISSIONERS of Miami-Dade County, Florida will meet on Monday, March 7, 2011, at approximately 9:30 a.m. in the County Commission Chambers, Second Floor, Stephen P. Clark Center, 111 NW First Street, Miami, Florida to consider:

Resolution approving transfer of shares of stock of Florida Medi-Van Ambulance Service, Inc. to National Health Transport

*A person who decides to appeal any decision made by the Government Operations Committee of the Board of County Commissioners, with respect to any matter considered at this hearing, will need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.*