



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>\$7,027.73</u>	<u>\$18,044.22</u>	<u>\$19,430.02</u>	<u>\$20,871.21</u>	<u>\$22,370.08</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$7,027.73</u>	<u>\$18,044.22</u>	<u>\$19,430.02</u>	<u>\$20,871.21</u>	<u>\$22,370.08</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

**Is Item Included in Current Budget:** Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No: Fund 0001 Dept 410 Unit 4240 Object 6225  
 Program \_\_\_\_\_

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

\* The above fiscal impact figures are a comparison of the rental revenues if full rent with four percent (4%) rent adjustments commenced 5/1/14 versus Board approval of this Fifth Amendment. Total loss of revenue until the expiration of the Lease on 1/31/2019 in FY2019 is \$95,674.70. See the Fiscal Impact Rent Calculation Sheet (Attachment #5) for specifics.

**C. Departmental Fiscal Review:** \_\_\_\_\_ *Lu 6.24.14*

**III. REVIEW COMMENTS**

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

*[Signature]* 7/1/2014  
 OFMB *h/d*  
 6/30

*[Signature]* 7/2/14  
 Contract Development and Control  
 7-1-14 *Bill Trach*

**B. Legal Sufficiency:**

*[Signature]* 7/3/14  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**Background & Policy Issues (cont'd.):** Tina's Café has been leasing space within the Governmental Center Parking Garage since 2005. The Second Amendment dated March 23, 2010 (R2010-0436), reduced the rent in half to December 31, 2011, and suspended the four percent (4%) annual rent adjustment. On April 3, 2012, Staff requested Board direction regarding whether to terminate the Lease and issue a new RFP for a food service lease due to Tina's Café's poor payment history. At that meeting, the Board chose not to terminate the Lease but to continue the same half rent (\$16,601/yr or \$6.50/SF) to April 30, 2013, and suspended the 4% annual rent adjustment. The Third Amendment dated December 18, 2012 (R2012-1941), suspended the rent adjustment and continued the same half rent until April 30, 2013. The Fourth Amendment dated June 4, 2013 (R2013-0711), continued the same half rent until April 30, 2014, and suspended the 4% annual rent adjustment. The Fourth Amendment also provided for Tina's Café to advise Staff by the end of February 2014 whether they could return to full rent or if a continuation of half rent was necessary. As of June, 2014, Tina's Café is five (5) months in arrears (February to June). Staff met with Tina's Café in May to review the rent delinquencies and discuss options for correcting this situation. Tina's Café proposed to continue half-rent with an annual two percent (2%) rent increase. Staff would rather Tina's Café become current with rental payments and remit rent timely than to adjust the rent each year which may result in future delinquencies. Tina's Café also proposed remitting two (2) months' of rent each month until their account is current, but to date has not made any additional payments. Approval of this Fifth Amendment will result in half rent (\$16,601/yr or \$6.50/SF) continuing retroactively from May 1, 2014, until the Lease expires on January 31, 2019, without the annual four percent (4%) adjustment. Attachment #5 details the \$95,674.70 reduction in projected revenue that will result from approval of this Fifth Amendment. This reduction in projected revenue likely overstates the true fiscal impact. If the Board were to terminate the Lease with Tina's and attempt to find a new operator, Staff believes it likely that it would be at a reduced rental rate.

State Statutes do not require a Disclosure of Beneficial Interests be obtained when the County leases property to a tenant. Staff did not request an updated disclosure as a Disclosure was submitted with the Third Amendment on December 18, 2012, and Tina's Café has stated no corporate changes have occurred.

TWP 43

TWP 43

TWP 43

16

17

18

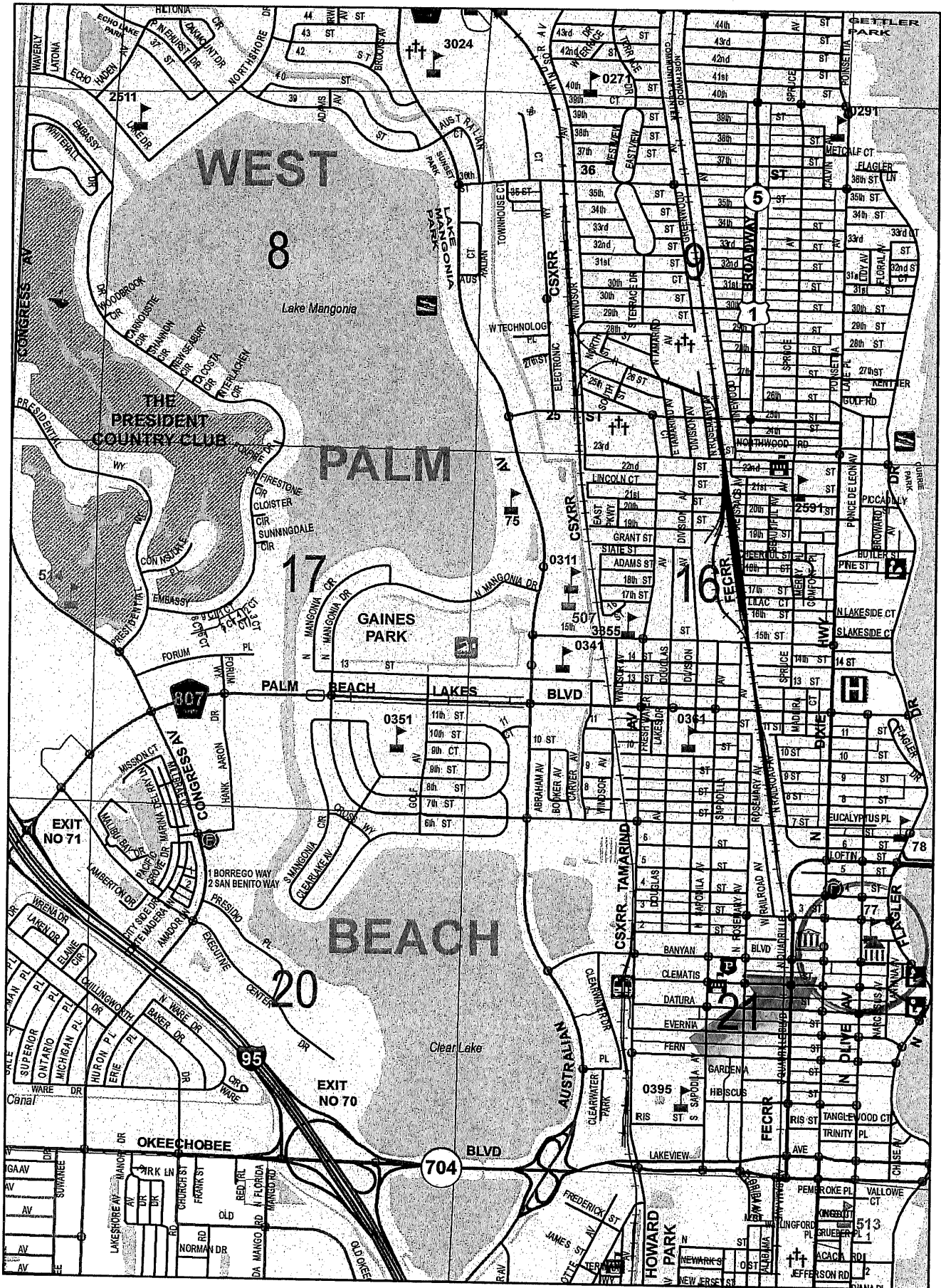
RNG 43

See pg 71

RNG 43

Page 59

LOCATION MAP



RESOLUTION NO. 2014-\_\_\_\_\_

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN EXTENSION OF THE RENTAL REDUCTION PERIOD FOR RENT DUE PURSUANT TO COUNTY'S LEASE OF SPACE TO LJL FOOD MANAGEMENT, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, LJL Food Management, Inc., a Florida corporation, ("Tenant"), pursuant to a lease dated May 21, 2002 (R2002-0829), as amended, leases space from County for the operation of Tina's Café, a restaurant located on the first floor of the County-owned Governmental Center Parking Garage; and

**WHEREAS**, Tenant has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County extend the rent relief currently being provided due to continuing adverse economic conditions; and

**WHEREAS**, Tenant is largely dependent on County-derived business and has seen a continued reduction in its business due to a reduction in the customer base; and

**WHEREAS**, Tina's Café provides a service to government employees and visitors to the surrounding government buildings by offering them convenient food service at a reasonable price and County wishes to retain Tenant's operations in the Governmental Center Parking Garage space; and

**WHEREAS**, Tenant has requested rent relief due to the current adverse economic conditions, and County has agreed to extend the rental reduction period through January 31, 2019; and

**WHEREAS**, the Board of County Commissioners of Palm Beach County hereby finds that Tenant provides a service to employees and visitors of the Governmental Center and Courthouse that County does not wish to lose, and extension of the rent reduction period is in the best interest of the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

**Section 1. Recitals**

The foregoing recitals are true and correct and incorporated herein by reference.

**Section 2. Authorization to Adjust Rent**

The Board of County Commissioners of Palm Beach County shall amend its lease agreement dated May 21, 2002 (R2002-0829) with LJL Food Management, Inc., a Florida corporation, by entering into the Fifth Amendment to Governmental Center Lease Agreement attached hereto and incorporated herein by reference, in order to continue to lease the building space identified in the Lease, as amended, for the use identified above, at a reduced annual rent rate of Sixteen Thousand Six Hundred One Dollars (\$16,601.00) through January 31, 2019.

**Section 3. Conflict with Federal or State Law or County Charter**

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

**Section 4. Effective Date**

The provisions of this Resolution shall be effective immediately upon adoption hereof.

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:

- Commissioner Priscilla A. Taylor, Mayor
- Commissioner Paulette Burdick, Vice Mayor
- Commissioner Hal R. Valeche
- Commissioner Shelley Vana
- Commissioner Steven L. Abrams
- Commissioner Mary Lou Berger
- Commissioner Jess R. Santamaria

The Mayor thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

PALM BEACH COUNTY, a political subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

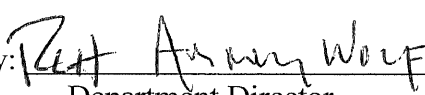
SHARON R. BOCK  
CLERK & COMPTROLLER

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By:   
Assistant County Attorney

By:   
Department Director

**FIFTH AMENDMENT  
TO  
GOVERNMENTAL CENTER LEASE AGREEMENT**

**THIS FIFTH AMENDMENT TO GOVERNMENTAL CENTER LEASE AGREEMENT** (the "Fifth Amendment") is made and entered into \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and LJL Food Management, Inc., a Florida corporation ("Tenant"). County and Tenant are sometimes referred to herein collectively as the "parties".

**WITNESSETH:**

**WHEREAS**, County and Tenant entered into that certain Governmental Center Lease Agreement dated May 21, 2002 (R2002-0829) (the "Lease"), which Lease has been amended to extend the Term, increase the leased area, modify the rent provisions, allow outside seating, and modify certain other provisions; and

**WHEREAS**, Tenant has requested continued rent relief due to continuing adverse economic conditions; and

**WHEREAS**, the parties have agreed to extend the rental reduction period.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning ascribed to them in the Lease.
2. The rental reduction period that was scheduled to end effective April 30, 2014, shall be retroactively extended through January 31, 2019, and Annual Rent for the Premises shall continue to be Sixteen Thousand Six Hundred One Dollars (\$16,601.00), plus applicable sales tax, and shall not be subject to escalation during such extended rental reduction period.
3. Section 3.03, Adjustment To Annual Rent, is hereby deleted in its entirety.
4. Section 20.12, Non-Discrimination is hereby modified to include a prohibition against discrimination based on genetic information.
5. This Fifth Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.
6. Except as modified by this Fifth Amendment and the prior amendments, the Lease remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Lease, as amended, in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties have duly executed this Fifth Amendment as of the day and year first written above.

ATTEST:

COUNTY:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

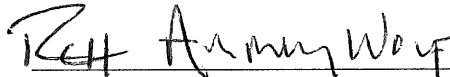
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

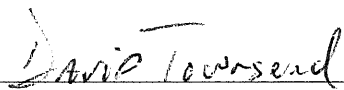
  
Assistant County Attorney

  
Audrey Wolf, Director  
Facilities Development & Operations

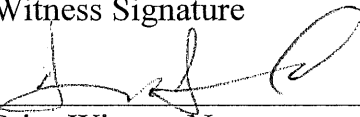
WITNESSES AS TO BOTH:

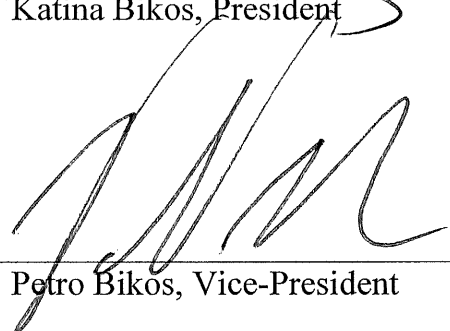
TENANT:

LJL FOOD MANAGEMENT, INC.,  
a Florida corporation

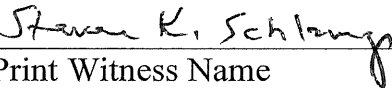
  
Witness Signature

By:   
Katina Bikos, President

  
Print Witness Name

By:   
Petro Bikos, Vice-President

  
Witness Signature

  
Print Witness Name

(SEAL)



## ATTACHMENT #4

May 30, 2014

RE: Past Due Rent for January –May 2014 between Palm Beach County  
and LJI Food Management Inc.

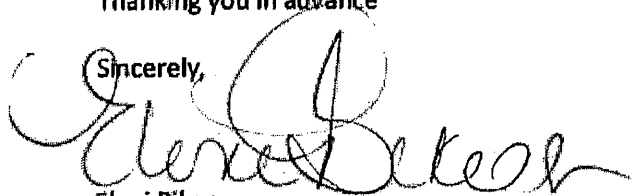
Dear Steve,

Thanks for meeting us on May 20, 2014. As mentioned in our meeting, we believe that the rent payment of \$1466.00 is more than fair and are not asking for a decrease at the next meeting. We are very grateful that the County has been very understanding on the late payments. The restaurant had to take out a loan to replace a water heater and a few other things that were immediately necessary. That loan takes approx. \$4,000 out of our account every month which has put us in a bind. The loan will be officially paid off in two weeks allowing us to get back on track with the past due rent payments. We are asking that the County allow us to pay two months worth of rent (along with the late fees) in June, July and August which would then have us current. As for the increase that is to be discussed we are in the location that we are in and advertisement is not an option and our business runs off of about 3 hours a day (Lunch). We are asking and think that it is fair to suggest a 2% increase in the rent starting next year 2015.

That being said once this loan is paid off we do not foresee in the arrangements that we have made that the rent will be late in the future. We have changed staffing and many billing items including food costs and utilities to assure that once this loan is paid off we will be on track.

Thanking you in advance

Sincerely,



Eleni Bikos  
Secretary/Treasurer

# ATTACHMENT #5

## **Fiscal Impact Rent Calculation Sheet** (for the July 22, 2014, Tina's Café Fifth Amendment Board item)

Presuming Board approval of the Fifth Amendment, half rent would commence retroactively from May 1, 2014, and extend to the Lease expiration date on January 31, 2019. Sales tax is not included in the below figures.

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### **Revenue At Full Rent With 4% Rent Adjustments Each 9/1 Per Lease**

#### **FY2014:**

- 5/1/2014 – 8/31/2014 = 4 months
  - Full rent is \$33,202.00 per year ÷ 12 = \$2,766.83 per month
  - \$2,766.83 x 4 months = \$11,067.32
  - Effective 9/1/2014, rent is increased by 4%.
  - \$33,202.00 + 4% = \$34,530.08 per year ÷ 12 = \$2,877.51 per month
  - September 2013 = \$2,877.51
- FY2014 TOTAL = \$11,067.32 + \$2,877.51 = \$13,944.83***

#### **FY2015:**

- 10/1/2014 – 8/30/2014 = 11 months
  - Full rent is \$34,530.08 per year ÷ 12 = \$2,877.51 per month
  - \$2,877.51 x 11 months = \$31,652.61
  - Effective 9/1/2015, rent is increased by 4%.
  - \$34,530.08 + 4% = \$35,911.28 per year ÷ 12 = \$2,992.61 per month
  - September 2015 = \$2,992.61
- FY2015 TOTAL = \$31,652.61 + \$2,992.61 = \$34,645.22***

#### **FY2016:**

- 10/1/2015 – 8/30/2016 = 11 months
  - Full rent is \$35,911.28 per year ÷ 12 = \$2,992.61 per month
  - \$2,992.61 x 11 months = \$32,918.71
  - Effective 9/1/2016, rent is increased by 4%.
  - \$35,911.28 + 4% = \$37,347.73 per year ÷ 12 = \$3,112.31 per month
  - September 2016 = \$3,112.31
- FY2016 TOTAL = \$32,918.71 + \$3,112.31 = \$36,031.02***

#### **FY2017:**

- 10/1/2016 – 8/30/2017 = 11 months
  - Full rent is \$37,347.73 per year ÷ 12 = \$3,112.31 per month
  - \$3,112.31 x 11 months = \$34,235.41
  - Effective 9/1/2017, rent is increased by 4%.
  - \$37,347.73 + 4% = \$38,841.64 per year ÷ 12 = \$3,236.80 per month
  - September 2017 = \$3,236.80
- FY2017 TOTAL = \$34,235.41 + \$3,236.80 = \$37,472.21***

#### **FY2018:**

- 10/1/2017 – 8/30/2018 = 11 months
  - Full rent is \$38,841.64 per year ÷ 12 = \$3,236.80 per month
  - \$3,236.80 x 11 months = \$35,604.80
  - Effective 9/1/2018, rent is increased by 4%.
  - \$38,841.64 + 4% = \$40,395.31 per year ÷ 12 = \$3,366.28 per month
  - September 2018 = \$3,366.28
- FY2018 TOTAL = \$35,604.80 + \$3,366.28 = \$38,971.08***

#### **FY2019:**

- 10/1/2018 – 1/31/2019 = 4 months
  - Full rent is \$40,395.31 per year ÷ 12 = \$3,366.28 per month
  - \$3,366.28 x 4 months = \$13,465.12
- FY2019 TOTAL = \$13,465.12***
- 
-

**Revenue At Half Rent Until Lease Expires on 1/31/2019**

**FY2014:**

- Half rent is \$16,601.00 per year ÷ 12 = \$1,383.42 per month
- 5/1/2014 – 9/30/2014 = 5 months
- \$1,383.42 x 5 months = \$6,917.10

***FY2014 TOTAL = \$6,917.10***

**FY2015:**

- Half rent is \$16,601.00 per year

***FY2015 TOTAL = \$16,601.00***

**FY2016:**

- Half rent is \$16,601.00 per year

***FY2016 TOTAL = \$16,601.00***

**FY2017:**

- Half rent is \$16,601.00 per year

***FY2017 TOTAL = \$16,601.00***

**FY2018:**

- Half rent is \$16,601.00 per year

***FY2018 TOTAL = \$16,601.00***

**FY2019:**

- Half rent is \$16,601.00 per year ÷ 12 = \$1,383.42 per month
- 10/1/2018 – 1/31/2019 = 4 months
- \$1,383.42 x 4 months = \$5,533.68

***FY2019 TOTAL = \$5,533.68***

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**Difference Of Above Figures Is The Fiscal Impact**

**FY2014:** \$13,944.83 – \$ 6,917.10 = \$ 7,027.73 loss of revenue

**FY2015:** \$34,645.22 – \$16,601.00 = \$18,044.22 loss of revenue

**FY2016:** \$36,031.02 – \$16,601.00 = \$19,430.02 loss of revenue

**FY2017:** \$37,472.21 – \$16,601.00 = \$20,871.21 loss of revenue

**FY2018:** \$38,971.08 – \$16,601.00 = \$22,370.08 loss of revenue

**FY2019:** \$13,465.12 – \$ 5,533.68 = \$ 7,931.44 loss of revenue

**TOTAL: \$95,674.70 LOSS OF REVENUE**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: LR

DATE (MM/DD/YYYY)

06/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> First Florida Insurance, LLC 825 Parkway Plaza Suite 31 Jupiter, FL 33477	<b>CONTACT NAME:</b> Eleni <b>PHONE (A/C, No, Ext):</b> 561-615-1013 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> TINAS-1																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td>Bass Underwriters</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Lloyds of London		INSURER B :	Bass Underwriters		INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
<b>INSURED</b> Tina's Cafe LJL Food Mgmt, Inc. d/b/a 215 N Olive Avenue West Palm Beach, FL 33401																					

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PAGL000346	11/11/2013	11/11/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Property Section			BOFTL5378	11/11/2013	11/11/2014	Imp & Bet	178,900
							Contents	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured: Palm Beach County Board of County Commissioners.

Glass Coverage (X-Wind) \$3,000 limit, \$1,000 deductible

**CERTIFICATE HOLDER****CANCELLATION**

PBC PRO

Palm Beach County, Board of  
 County Commissioners  
 Property & Real Estate Mgt Div  
 2633 Vista Parkway  
 West Palm Beach, FL 33411

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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**STATEMENT OF EXEMPTION FROM WORKER'S COMPENSATION REQUIREMENT**

TO: Palm Beach County Board of County Commissioners  
Property and Real Estate Management  
Attn: Director  
2633 Vista Parkway  
West Palm Beach, FL 33411

This will affirm that:

1. We are not engaged in the "construction industry" as defined in FL Chapter 440 and do not employ more than three persons (including Corporate Officers, if any).
2. We do not carry Florida Workers Compensation insurance.
3. Any persons that we may engage to work will have legal status as independent contractors, and not employees.
4. All such independent contractors have been advised that they are not covered for Workers Compensation insurance, and would be responsible for carrying their own such coverage if they desire.
5. If we should fall under Florida's requirement for carrying Workers Compensation insurance, we shall immediately obtain such coverage and provide evidence of it to you.

Accordingly, we hereby apply for exemption from Palm Beach County's requirement for carrying Workers Compensation insurance.

Petro Pinos  
(Please Print Name)

V.P.  
Signature/Title

6/10/14  
Date

Tinas Cafe  
Company Name

215 N. Olive Avenue W.P.B FL 33401  
Company Street Address/City/State/Zip Code