

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: February 6, 2018 Consent **Regular**
 Ordinance Public Hearing

Submitted By: Facilities Development & Operations
Submitted For: Parks and Recreation

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Second Amendment to Concessionaire Service Agreement (CSA) (R2014-0865) dated June 3, 2014, with Little Deeper Charters, Inc. (LDC), for the continued management and operation of a multi service concession at Phil Foster Park located in Riviera Beach for a minimum guaranteed annual revenue of \$28,121.64.

Summary: LDC has operated the concession service at Phil Foster Park under this current CSA since November 2014. LDC provides water sports rentals, prepackaged food, beverage and sundry services, at various locations within the Park, and a vending area within the building. The initial term of the CSA ran through November 3, 2017, but LDC has an option to extend for 2 years and provided notice of exercise of its option prior to expiration of the CSA. However, Parks and Recreation has not been completely satisfied with LDC’s performance and level of services provided and wants to re-evaluate the types of concession services being offered at Phil Foster Park due to changing trends in consumer demand. Parks also plans to analyze the volume of recreational use of the waters around the Park and its impact on marine natural resources. The Board has the discretionary authority to terminate the CSA, but Parks wants LDC to continue providing concession services while Parks re-evaluates the concession services it desires to have provided at the Park and issues a new RFP for those services. This Second Amendment shortens the term of the CSA for a period of one (1) year from November 4, 2017, deletes all renewal options, and updates various standard County provisions. The Guaranteed Annual Rent will be increased by four percent (4%) from \$27,040.00/year (\$2,253.33/monthly) to \$28,121.60/year (\$2,343.47/monthly). All other terms and conditions of the CSA shall remain in full force and effect. Parks will continue to have administrative responsibility for this CSA. (PREM) District 7 (HJF)

Background and Policy Issues: On June 3, 2014, the Board approved the CSA with LDC for a 3 year period, with 3 two year extension options. The First Amendment (R2015-0816) dated June 23, 2015, abated two (2) months of Rent and memorialized the commencement date of November 4, 2014. Parks has had issues with LDC’s performance and limited amount of services provided. LDC fell several months behind in payment of rent in late 2015/early 2016 and did not provide a report on annual gross revenue in January of 2016. Rent was bought current in February of 2016.

(continued on page 3)

Attachments:

1. Location Map
2. Second Amendment to Concessionaire Service Agreement
3. Budget Availability Statement
4. Disclosure of Beneficial Interests

Recommended By:
Army Wolf 1/11/18
Department Director Date

Approved By:
M Baker 1/31/18
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$25,544)	(\$2,578)	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$25,544)</u>	<u>(\$2,578)</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	<u>X</u>	No	_____
Does this item include the use of federal funds?	Yes	_____	No	<u>X</u>	_____
Budget Account No:	Fund <u>0001</u>	Dept <u>580</u>	Unit <u>5111-09</u>	RSC <u>4729</u>	
	Program _____				

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

Fixed Assets Number N/A

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 1/19/18
 OFMB
 2/1/18 2/1/18 (2) 1/19/18 1/19/18

[Signature] 1/23/18
 Contract Development and Control
 1/19/18 TW

B. Legal Sufficiency:

[Signature] 2/23/18
 Assistant County Attorney

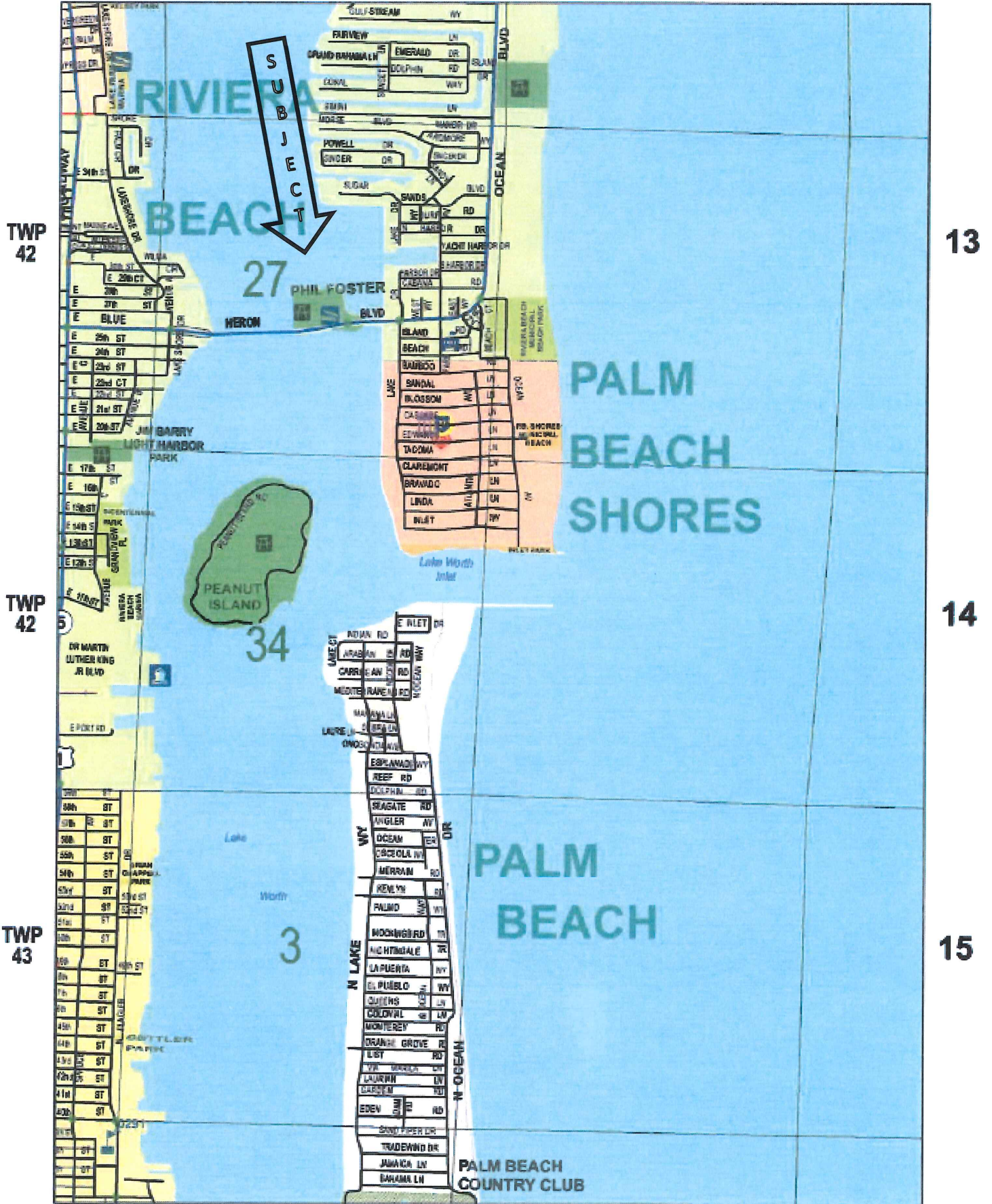
C. Other Department Review:

[Signature]
 Department Director

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

This Second Amendment will modify the term of the CSA to be for one (1) year until November 3, 2018, delete the remaining options to extend, increase the Guaranteed Annual Rent by four percent (4%) commencing as of November 4, 2017, to \$28,121.64, update the County's website and Inspector General provisions, add the public records provision, and modify LDC's address. Little Deeper Charters, Inc. provided a Disclosure Beneficial Interests and identifies 50% interest owned by Lynn Brown and David Brown (25% interest each) and 50% interest owned by Scuba Partners, LLC as owned by Peter Friedman, Dr. Thomas Powell, Josh Norris, and Shawn Robotka (25% interest each).

This Second Amendment will enable LDC to continue to operate while Parks re-evaluates the services and operations at the Park.



LOCATION MAP



Attachment #2
Second Amendment to Concessionaire Service Agreement (2 @ 6 pages each)

**SECOND AMENDMENT
TO
CONCESSIONAIRE SERVICE AGREEMENT**

THIS SECOND AMENDMENT TO CONCESSIONAIRE SERVICE AGREEMENT (the "Second Amendment") is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners ("County"), and Little Deeper Charters, Inc., a Florida corporation ("Concessionaire"). County and Concessionaire are sometimes referred to herein collectively as the "parties".

WITNESSETH:

WHEREAS, County and Concessionaire entered into that certain Concessionaire Service Agreement dated June 3, 2014, (R2014-0865) as amended by that certain First Amendment to Concessionaire Service Agreement of Lease dated June 23, 2015, (R2015-0816) (collectively, the "Agreement") for the use of the Licensed Area as defined in the Agreement; and

WHEREAS, the Term of the Lease expired on November 3, 2017, and has three (3), two (2) year options to extend the Term; and

WHEREAS, County wishes to re-evaluate the types of concession services being offered within the Licensed Area due to concerns of over use of the waters resulting in the depletion of marine natural resources around Phil Foster Park and; and

WHEREAS, County wishes to retain the Concessionaire's operations at the park until such time as a new Request for Proposals is issued and a new concessionaire service agreement can be negotiated; and

WHEREAS, the parties wish to amend the Agreement to approve an extension of the Term of the Agreement for a period of one (1) year and incorporate certain provisions required by County; and

WHEREAS, the parties hereto desire to amend the Agreement in accordance with the terms and conditions set forth herein.

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 Agreement.
2. The Term of the Agreement is hereby extended for a period of one (1) year commencing on November 4, 2017, with no renewal options.

3. The parties agree that for the Term that commences on November 4, 2017, the Guaranteed Annual Rent shall be adjusted to \$28,121.64 (\$2,343.47 per month) in accordance with Section 2.02 of the Agreement.

4. Section 1.05 Option to Extend is hereby deleted in its entirety.

5. Section 4.02 Operation of Business of the Agreement is modified to change the Mission Statement's web address to:

<http://discover.pbcgov.org/administration/Pages/Mission.aspx> and
<http://discover.pbcgov.org/parks/General/About-Us.aspx>

6. Section 18.03 Notices Required by Agreement is modified to change the Concessionaire's address as follows:

(b) If to the Concessionaire at:

Little Deeper Charters, Inc. Attn: David Brown
3317 SE Federal Highway
Stuart, FL 34997

7. Section 18.20, Palm Beach County Office of the Inspector General, of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 18.20 Palm Beach County Office of the Inspector General Audit Requirements

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

8. Article XVIII MISCELLANEOUS of the Agreement is hereby modified to add the following:

Section 18.25 Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Concessionaire: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Concessionaire shall comply with the

requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the Concessionaire is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Concessionaire further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Concessionaire does not transfer the records to the public agency.
- D. Upon completion of the Agreement the Concessionaire shall transfer, at no cost to the County, all public records in possession of the Concessionaire unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Concessionaire transfers all public records to the County upon completion of the Agreement, the Concessionaire shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Concessionaire keeps and maintains public records upon completion of the Agreement, the Concessionaire shall meet all applicable requirements for retaining public records. All records stored electronically by the Concessionaire must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Concessionaire to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Concessionaire acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONCESSIONAIRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC

AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@pbcgov.org OR BY TELEPHONE AT 561-355-6680.

9. This Second 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.

10. Except as modified by the First Amendment and this Second Amendment, the Agreement remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Agreement, as amended, in accordance with the terms thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have duly executed this Second 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

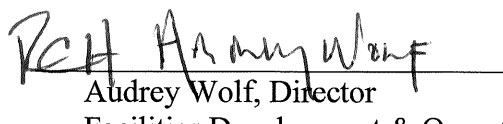
By: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS



Assistant County Attorney



Audrey Wolf, Director
Facilities Development & Operations

CONCESSIONAIRE:

LITTLE DEEPER CHARTERS, INC., a
Florida corporation

WITNESSES:

John Narris
Witness Signature

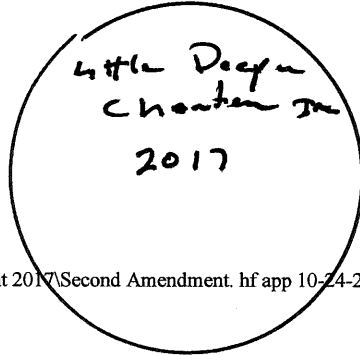
John NARRIS
Print Witness Name

Christy Campbell
Witness Signature

Christy L Campbell
Print Witness Name

By: David M. Brown
David M. Brown, President

(SEAL)



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BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 10/24/17

REQUESTED BY: Della M. Lowery
Property Specialist/PREM

PHONE: 233-0239
FAX: 233-0210

PROJECT TITLE: Phil Foster Concession – Little Deeper Charter Amd. 2

PROJECT NO.: 2017-5.

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	(\$25,544)	(\$2,578)	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$-0-</u>	<u>(\$25,544)</u>	<u>(\$2,578)</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

BUDGET ACCOUNT NUMBER

FUND: 0001 DEPT: 580 UNIT: 5111-09 RSC 4729 SUB OBJ: _____

IS ITEM INCLUDED IN CURRENT BUDGET: YES NO _____

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

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

SUBJECT TO IG FEE? YES NO

Department: Parks & Recreation Department

BAS APPROVED BY: 

DATE: 10/24/17

ENCUMBRANCE NUMBER: _____

CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

1. Affiant is the President (position - i.e. president, partner, trustee) of Little Deeper Charters, Inc., a Florida corporation (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Concessionaire") which entity is providing concession services on the real property legally described on the attached Exhibit "A" (the "Licensed Area").

2. Affiant's address is: 3317 SE Federal Highway
Stuart, FL 34997

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

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

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

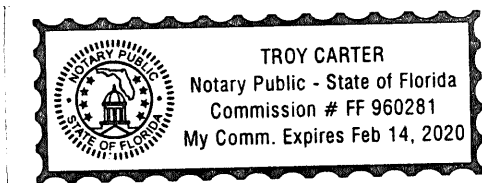
FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant

Print Affiant Name: Peter Friedman

The foregoing instrument was sworn to, subscribed and acknowledged before me this 9 day of November, 2017, by Peter Friedman [] who is personally known to me or [] who has produced FLDL as identification and who did take an oath.

[Signature]
Notary Public
Troy Carter
(Print Notary Name)

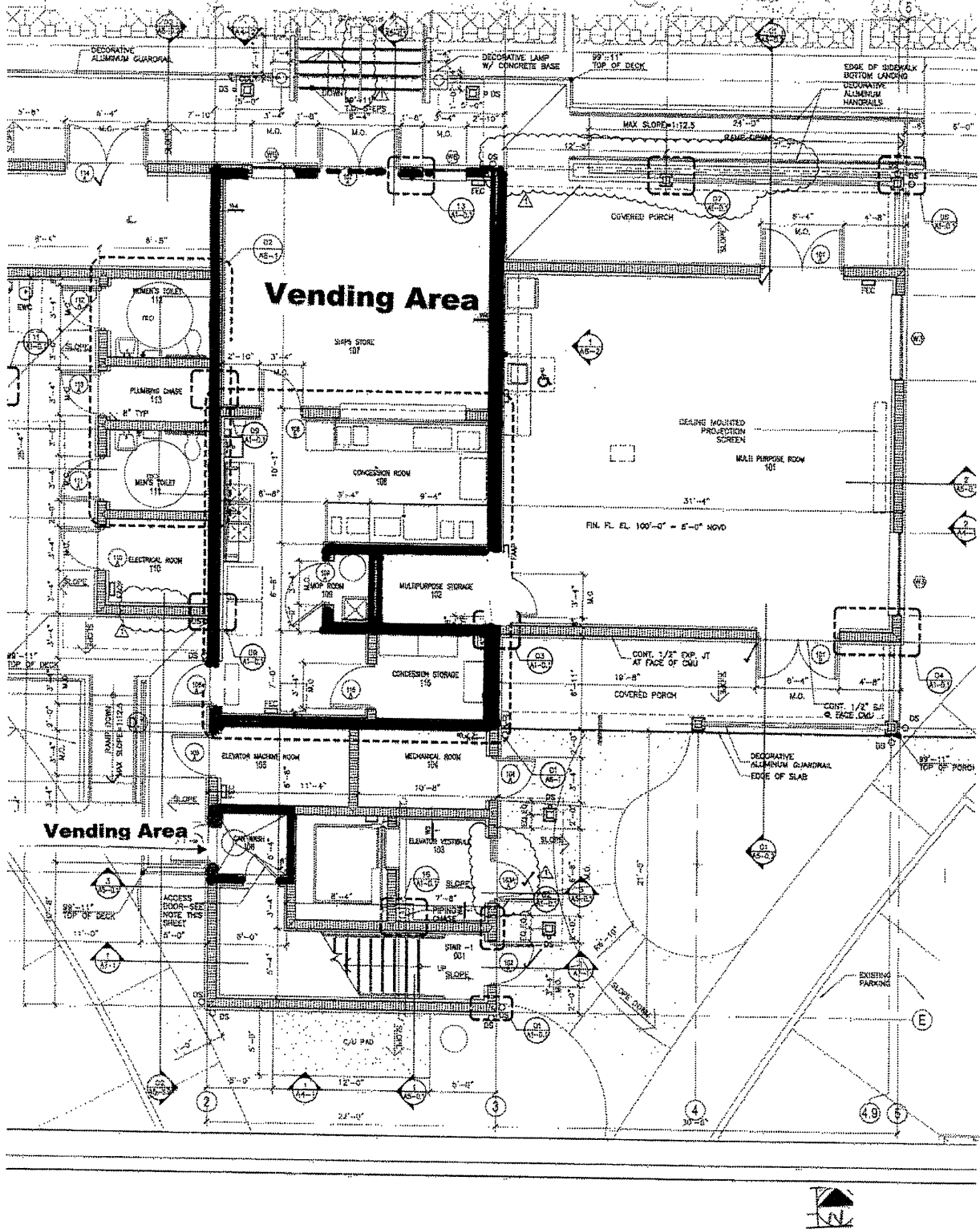


NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 2/14/2020

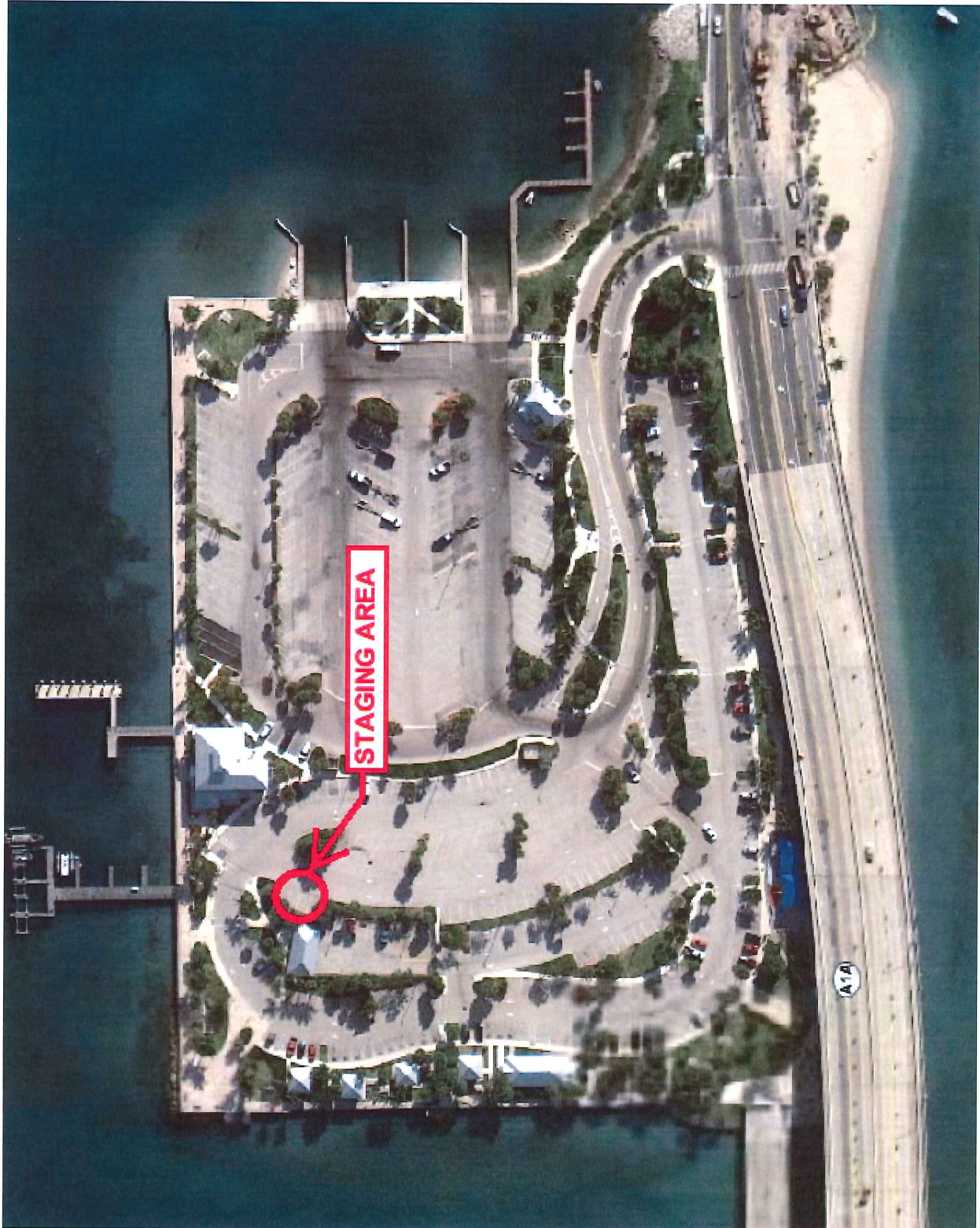
EXHIBIT "A"

PROPERTY

Page 1 of 4
VENDING AREA



STAGING AREA





DOCK AREA



EXHIBIT "B"

SCHEDULE TO BENEFICIAL
INTERESTS IN PROPERTY

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

NAME	ADDRESS	PERCENTAGE OF INTEREST
Lynn Brown	118 South West Dr NPB	25
Paul Brown	118 South West Dr NPB	25
Scuba Tank	3317 SE Folsom	50

SCUBA PARTNERS

EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

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

NAME	ADDRESS	PERCENTAGE OF INTEREST
Scuba Partners		
Peter FRIEDMAN	3817 SE Federal Hwy	25
Dr. Thomas	Powell 21 ANNA DR #101 - Clayton NC	25
Josh NORRIS	21 ANNA DR #101 - Clayton NC	25
Shawn Robotka	13 Chestnut Ave Key Largo FL	25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2017

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER		CONTACT NAME: Angel Anderson	
Tami Karol Insurance 1239 SE Indian Street Unit 102 Stuart FL 34997		PHONE (A/C No, Ext): (772) 781-7720	FAX (A/C No): (772) 781-7820
		E-MAIL ADDRESS: angel@tamikarolinsurance.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
Little Deeper Charters Inc 900 Blue Hereon Blvd. West Palm Beach FL 33404		INSURER A : Lloyds	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	x		CSRYP164079	12/22/2017	12/22/2018	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> WATERCRAFT LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$
	OTHER:						PERSONAL & ADV INJURY \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				BODILY INJURY (Per accident) \$
A	WATER CRAFT LIABILITY	X		CSRYP164079	12/22/2017	12/22/2018	PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							Crew Liability \$5,000,000
							Passenger liability \$5,000,000

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

Palm Beach County Board of County Commissioners a Political Subdivision of the State Of Florida, Its officers, Employee and Agents are listed as Additional Insureds pertaining to the General Liability / Water Craft Liability Policy.

CERTIFICATE HOLDER**CANCELLATION**

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS 2300 N Jog Road 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 <i>Tami Karol</i>

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STATEMENT OF EXEMPTION FROM WORKER'S COMPENSATION REQUIREMENT


TO: Palm Beach County Board of County Commissioners
Parks & Recreation Department
Parks Financial and Support Services
John Prince Park
2700 Sixth Avenue South
Lake Worth, FL 33461

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.

Peter Friedman
(Please Print Name)

 V.P. / sec 4/1/17
Signature/Title Date

Little Deepa Contracting
Company Name

3317 SC Federal Hwy Stuart, FL 34987
Company Street Address/City/State/Zip Code

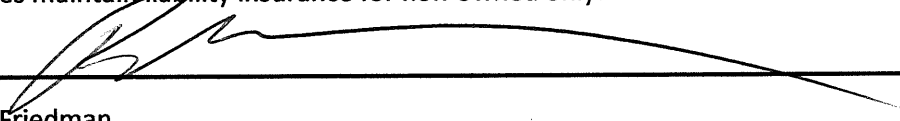
To whom it may concern

From Peter Friedman

Subject Non-owned Auto Ins.

Date 11-1-17

Please be advised that Little Deeper Charters, Inc. does not own any corporate automobiles and there for does maintain liability insurance for non-owned only.



Peter Friedman

VP Sec of Little Deeper Charters Inc.
