Agenda Item #: 3H-7

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

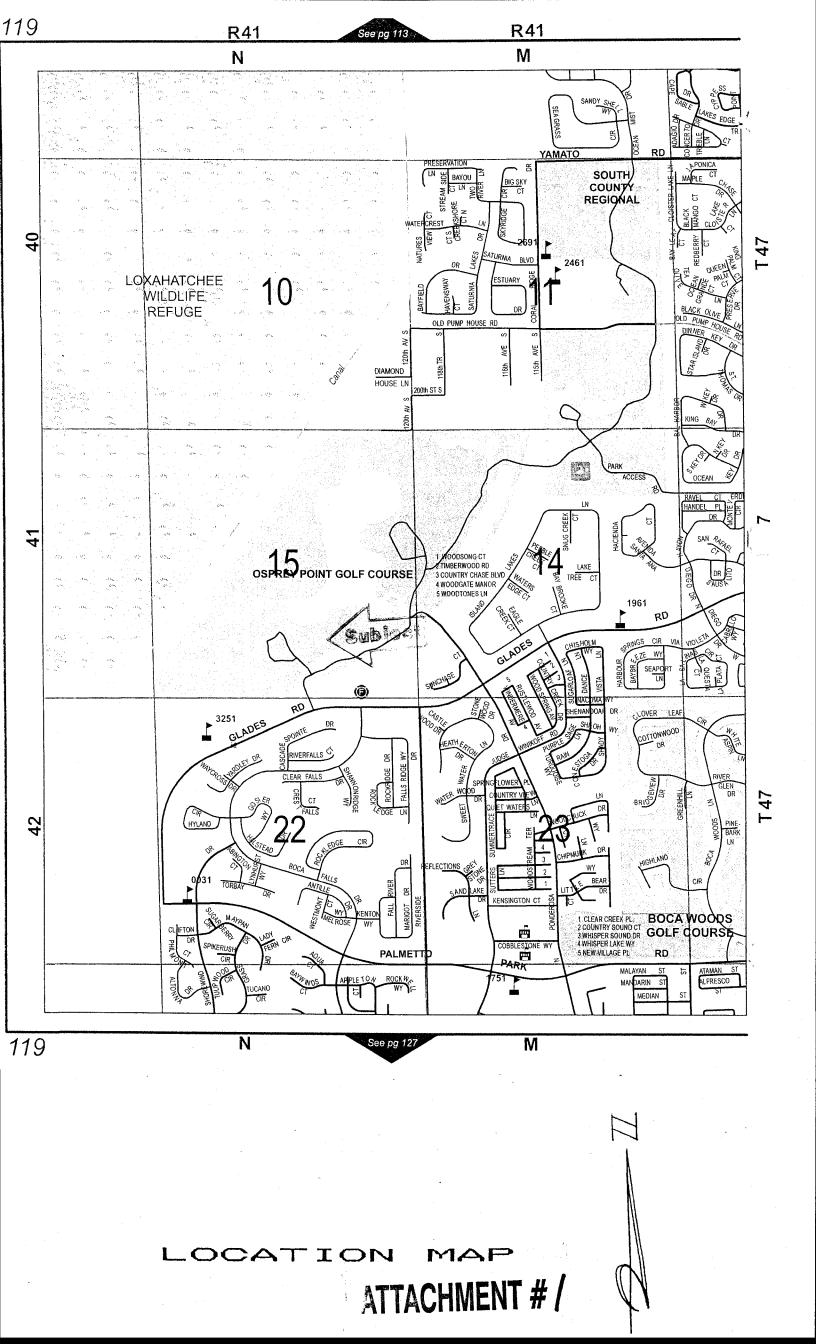
Meeting Date:	June 21, 2011	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department:	Facilities Developme		
	I. <u>I</u>	EXECUTIVE BRIEF	
Concessionaire	Service Agreement (R20	010-1408) with DH2, I	and file: the First Amendment to inc., for the operation of food and in South County Regional Park for
DH2, Inc. for the South County Fewerding reference withheld on payethe Minimum Fewer 0.25% fee. On amendments for	e operation of a food and Regional Park in Boca R cing the 0.25% fee to figure to figure the figure of the figure	beverage concession at Raton. The Agreement is fund the Office of the I funding has changed and First Amendment deletes the Board approved De	Osprey Point Golf Course located in included Inspector General standard inspector General, which was to be is now being calculated internally as a reference to the Inspector General legation of Authority for executing neral Fee requirement in applicable
2. Fin	cation Map est Amendment to Concess ptember 28, 2010 Agenda	_	ent
Recommended	By: And Depart	Shy Wo F	5/26/11 Date
Approved By:	نان	y Administrator	

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact: Fiscal Years 2011 2012 2013 2014 2015 **Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County** See **NET FISCAL IMPACT** # ADDITIONAL FTE **POSITIONS (Cumulative)** Is Item Included in Current Budget: Yes No Budget Account No: Fund ___ Dept Unit Object Program В. Recommended Sources of Funds/Summary of Fiscal Impact: No Fiscal Impact - 6311 -C. **Departmental Fiscal Review:** III. REVIEW COMMENTS OFMB Fiscal and/or Contract Development Comments: В. Legal Sufficiency C. **Other Department Review:**

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

Department Director



FIRST AMENDMENT TO CONCESSIONAIRE SERVICE AGREEMENT

THIS FIRST AMENDMENT TO CONCESSIONAIRE SERVICE AGREEMENT ("First Amendment") is made and entered into ______, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", and DH2, Inc., a Florida corporation, hereinafter referred to as "Concessionaire".

WHEREAS, County and Concessionaire entered into that certain Concessionaire Service Agreement dated September 14, 2010 (R2010-1408) (the "Agreement") for operation of a food service concession within South County Regional Park, 12551 C Glades Road, Boca Raton, Florida; and

WHEREAS, the parties wish to delete certain language from the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, County and Concessionaire 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 as in the Agreement.
- 2. The following language is hereby deleted in its entirety from Section 4.02(d) of the Agreement:

Without changing the contract price for the food and beverages included in the golf packages, each invoice for payment shall be subject to the Inspector General fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance No. 2009-049, as may be amended.

3. The following language is hereby deleted in its entirety from Section 18.21 of the Agreement:

Where applicable, the cost of the Office of the Inspector General shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price.

4. This First Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

Page 1 of 3

5. Except as modified by this First Amendment, 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 hereto have duly executed this First Amendment as of the day and year first above written.

WITNESS:

DH2, Inc., a Florida corporation

By:

Todd Weiss, President

LIUDINA FERDANCE

Print witness name

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY:

PALM BEACH COUNTY, a political subdivision of the State of Florida, by its Director of Facilities Development & Operations

By: ______Assistant County Attorney

y: Andrew Wolf Director

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

OPID CH

DATE (MM/DD/YYYY)

11/02/10

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(les) 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).

PRODUCER	NAME:	
The Plastridge Agency-PBGO 10337 N Military Trail Palm Beach Gardens FL 33410 Phone:561-630-4955 Fax:561-630-4966	PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRUDUCER CUSTOMER ID #: DRAFT-1 INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		
DH2, Inc 9858 Glades Road #119	INSURER B: Associated Industries Ins. Co.	
Boca Raton FL 33434	INSURER C:	
	INSURER D :	
	INSURER E :	
	INSURER F :	

	OVERAGES CERTIFICATE NUMBER: REVISION NUMBER:								
INE CE	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.								
NSR LTR		ADDL S		POLICY NUMBER	(MIM/DD/YYYY)	(MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY						EACH OCCURRENCE	1000000	
A	X COMMERCIAL GENERAL LIABILITY		- 1:	BPG1419C	10/15/10	10/15/11	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500000	
	CLAIMS-MADE X OCCUR	Ì					MED EXP (Any one person)	\$ 5000	
		x					PERSONAL & ADV INJURY	\$ 1000000	
			l				GENERAL AGGREGATE	\$ 2000000	
	GEN'L AGGREGATE LIMIT APPLIES PER:	l					PRODUCTS - COMP/OP AGG	\$ 2000000	
	POLICY PRO- JECT LOC	İ	ļ			1		\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 500000	
A	ANY AUTO		- 1	BPG1419C	10/15/10	10/15/11	BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	SCHEDULED AUTOS HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	X NON-OWNED AUTOS							\$	
			1					\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE		1				AGGREGATE	\$	
	DEDUCTIBLE					ļ		\$	
	RETENTION \$.					\$	
В	WORKERS COMPENSATION			AWC1005430	08/02/10	08/02/11	X WC STATU- OTH- TORY LIMITS ER		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	l					E.L. EACH ACCIDENT	\$ 100000	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NIA]				E.L. DISEASE - EA EMPLOYEE	\$ 100000	
ŀ	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500000	
A	Liquor Liability			BPG1419C	10/15/10	10/15/11	Per Occur	1000000	
l							Aggregate	2000000	
Pa Li CC	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Palm Beach County is named as an Additional Insured with respects General Liability as required by written contract subject to policy terms, conditions, and exclusions. RE: Location- Osprey Pointe Golf Course - 12551 C Glades Roads, Boca Raton, Fl								
CE	CERTIFICATE HOLDER CANCELLATION								

CERTIFICATE HOLDER	CANCLELATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Palm Beach Board of County	AUTHORIZED REPRESENTATIVE
Commissioners	
2700 Sixth Avenue South	The state of the s
Lake Worth FL 33461	
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ACORD 25 (2009/09)

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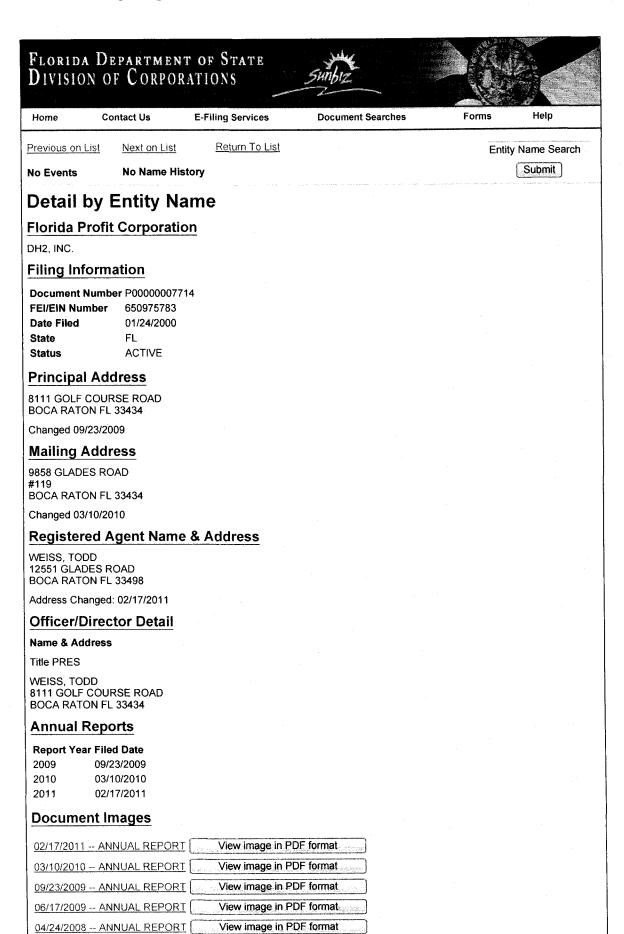
EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 11/02/2010

Palm Beach Board of County	LOSS PAYEE				
NAME AND ADDRESS	MORTGAGEE LOSS PAYEE	ADDITIONAL INSUR	ED		
ADDITIONAL INTEREST				· ·	
MAIL 30 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTERIOR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REF	EST NAMED BELOW, BUT FAILURE	TO MAIL SUCH NOTIC	E SHALL IMPOSE	NO OBLIGATION	
CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED	BEFORE THE EXPIRATION DATE TH	EREOF, THE ISSUING	INSURER WILL E	NDEAVOR TO	
CANCEL LATION					
The state (Indicating opeoint Conditions)				······································	
REMARKS (Including Special Conditions)		<u> </u>			
Golf Carts - Policy # TBD 10/15/10-11			7500	500	
usiness Income w/Extra Exp 6 MONTHS - ALS					
emise 1 Building 1 R/C Special siness Personal Property 5% W/HAIL siness Personal Property 5% BMONTUS ALS			12500	500.	
COVERAGE / PERILS / FORM	IS	AMO	INT OF INSURANCE	DEDUCTIBLE	
OVERAGE INFORMATION					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN IN NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MA SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF	ON OF ANY CONTRACT OR OTH Y PERTAIN THE INSURANCE AF	HER DOCUMENT W FORDED BY THE P	OLICIES DESCRI	D WHICH THIS BED HEREIN IS	
2551 C Glades Rd oca Raton, FL 33498					
OCATION/DESCRIPTION	·	<u> </u>			
ROPERTY INFORMATION		·			
	THIS REPLACES PRIOR EVID	ENCE DATED:			
	10/15/10	10/15/11		ED IF CHECKED	
Boca Raton, FL 33434	EFFECTIVE DATE	EXPIRATION DATE	CONTINUE	ED UNTIL	
sured DH2, Inc. 9858 Glades Road #119	LOAN NUMBER	į.	POLICY NUMBER BPG1419C		
ENCY STOMER ID #: DRAFT-1			DOLLOV NUMBER		
DE: SUB CODE:					
X C, No.) 561-630-4966 E-Mail ADDRESS:					
eith Charlton					
337 N Military Trail alm Beach Gardens. FL 33410					
e Plastridge Agency-PBGO	MSA Insurance Con	ipany			

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01/10/2007 -- ANNUAL REPORT



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Previous on List	Next on List	Return To List	Entity Name Search
Note: This is not o	fficial record. See	documents if question or conflict.	and the second s
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2011 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P00000007714

Entity Name: DH2, INC.

Feb 17, 2011

Current Principal Place of Business:

New Principal Place of Business:

8111 GOLF COURSE ROAD BOCA RATON, FL 33434

Current Mailing Address:

New Mailing Address:

9858 GLADES ROAD #119 BOCA RATON, FL 33434

FEI Number: 65-0975783

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

Name and Address of New Registered Agent:

WEISS, TODD 22191 POWERLINE ROAD SUITE 1A BOCA RATON, FL 33433 US

WEISS, TODD 12551 GLADES ROAD BOCA RATON, FL 33498 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida

SIGNATURE: TODD WEISS

02/17/2011

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

PRES

Name: WEISS, TODD

8111 GOLF COURSE ROAD Address: City-St-Zip: BOCA RATON, FL 33434

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or an attachment with all other like empowered. on an attachment with all other like empowered

SIGNATURE: TODD WEISS

PRES

02/17/2011

Electronic Signature of Signing Officer or Director

Date

Agenda Item #: 18-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	September 28, 2010	[] []	Consent [X] Public Hearing	Regular
Submitted By:	County Administration	-		
Submitted For:	County Administration			
	=======================================	and and deal told date the		anters sensis afters make these senses to come action decrees and the control of
	I. EXECUT	VE BRI	<u>EF</u>	
designee, to execute	Staff recommends motion each and every contract a see requirement in applicable	mendme	nt for the sole purpos	se of deleting the
Beach County Office of the Inspector Gen the County. On Sept Fee requirement per should be paid from implement the IG O designee, be authorized.	cember 15, 2009, the Board of Inspector General Ordin eral's ("IG") Office in the pricember 28, 2010, the Board taining to those contracts, the various funds in which a rdinance Amendment, it is zed to execute all contract at in applicable contracts p	ance ("IC ce of cor amende Instead, ipplicable essentia imendme	G Ordinance"), which of ordinance and the IG Ordinance at the Board determined contract activity occil that the County Adrents for the sole purpose.	included the cost is and services to and deleted the IG ded that the IG Fee urs. To efficiently ministrator, or his se of deleting the
2009-049, the IG On providing goods and fee of 0.25% was dedefray the costs of the IG Fee from the value amended the IG Ord efficiently implement or his designee, be	olicy Issues: On December dinance, which included the services to the County. Specification of the IG's Office. On September arious funds in which application of the IG Ordinance Amendment authorized to execute all requirement in applicable	cost of ecifically, r payment 28, 20 licable contract	the IG's Office in the without changing the nt submitted by a Con 10, the Board approve ontract activity occur nent within the applicates sential that the Coulamendments for the	price of contracts contract price, a tractor in order to depend payment of the sand, as such, able contracts. To nty Administrator, sole purpose of
	=======================================			
Recommended by	/:			
	Department Dire	ctor		Date
Approved by:	- Billen	<u> </u>		9/13/10
	Assistant Coun	tv Admi	inistrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary o	-		2012	2012	2012	
Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2013</u>	
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County)	y)	and the second s				
NET FISCAL IMPACT			manuscon populario in construire de la c			
# ADDITIONAL FTE POSITIONS (Cumulativ		- Company of the Comp		-		
Is Item Included In Curr Budget Account No.:					ject	
B. Recommended So	ources of Fund	s/Summar	y of Fiscal	Impact:		
No Fiscal Impact.						
C. Departmental Fis	cal Review:					
	Ш. <u>Re</u>	EVIEW CO	MMENTS	<u>5</u>		
A. OFMB Budget and OFMB/Bu	/	Dev. and	Hr.	1.	our on	<u> </u>
B. Legal Sufficiency Out Assistant County	Attorney					
C. Other Departmen	nt Review:					
Department Di	irector	-				

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