

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 14, 2012

Consent  Regular  
 Ordinance  Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: **A)** use of County park properties in support of the Palm Beach County World Championship Offshore Grand Prix Powerboat Races to be held October 17, 2012, through October 22, 2012; and **B)** Agreement with Powerboater Palm Beach, LLC to conduct the Palm Beach County World Championship Offshore Grand Prix.

**Summary:** Powerboater Palm Beach, LLC would like to conduct a for-profit event, the Palm Beach County World Championship Offshore Grand Prix Powerboat Races, using Carlin Park and portions of Burt Reynolds Park, Ocean Cay Park, Loggerhead Park, and Juno Beach Park and its pier. This event requires a special events contract. In accordance with Chapter 21, Article II of the Palm Beach County Code, all requests for use of reserved park/facility areas for for-profit activities require Board approval. Powerboater Palm Beach, LLC must meet all requirements and pay all fees associated with event coordination at Carlin Park and other affected properties. The Palm Beach County Sports Commission has endorsed the event via a sponsorship and estimates a possible \$4 million economic impact to Palm Beach County garnishing national attention. The Parks and Recreation Department should receive an estimated \$16,416 in revenue for use of the County parks and staff coordination of this event.  
District 1 (AH)

**Background and Policy Issues:** Chapter 21 Article II of the Palm Beach County Code outlines park utilization regulations and commercial activities allowed within the park system. In accordance with the Code, all permits for for-profit events must be approved by the Board. Powerboater Palm Beach, LLC desires usage of five County parks for use as event parking, special event, concert, and as a day pit area from October 17, 2012, through October 21, 2012, for the Palm Beach County World Championship Offshore Grand Prix Powerboat Races. Powerboat races will take place on Friday, October 19 and Sunday, October 21, 2012. Saturday, October 20, 2012, will be utilized as a special event day for event patrons to see race boats up close on dry land. Powerboater Palm Beach, LLC shall meet all permit requirements and pay all fees associated with event coordination. The special event contract requires the compliance with rules and regulations of multiple regulatory agencies, municipalities, and law enforcement organizations, and addresses vehicular traffic patterns, pedestrian traffic, adequate waste control, and parking. The Parks and Recreation Department will utilize the contract process to minimize event impacts and to ensure a successful event for the benefit of County residents.

**Attachment:** Parks Rental Agreement

2) PowerPoint Presentation

Recommended by:   
Department Director

7-17-12  
Date

Approved by:   
Assistant County Administrator

7/30/12  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>3,316</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>(16,416)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u>-0-</u>	<u>*(13,100)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

# ADDITIONAL FTE POSITIONS (Cumulative)    0                      0                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_

Is Item Included in Proposed Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 0001 Department 580 Unit 5206 & 5207  
 Object various /Revenue various Program \_\_\_\_\_

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

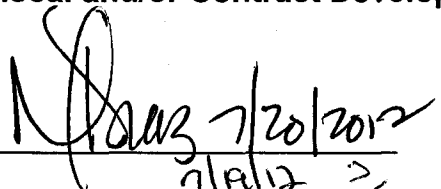
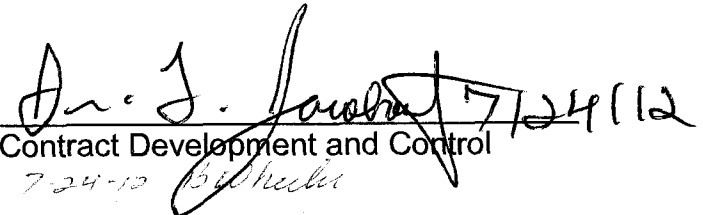

FUND: General Fund  
 UNITS: Special Events and Amphitheaters

\* Estimated net fiscal impact for the event is \$13,100. Actual revenue and operating costs will be determined at settlement following the event.

C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

 7/20/2012  
 OFMB                      7/19/12                      7/19/12  
 7/24/12  
 Contract Development and Control  
 7-24-12 

**B. Legal Sufficiency:**

Anne Delgent 7/26/12  
 Assistant County Attorney *Insurance Certificate not attached at time of signature.*

**C. Other Department Review:**

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

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

**PARKS RENTAL AGREEMENT FOR  
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT**

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "County" and **Powerboater Palm Beach, LLC**, hereinafter referred to as "Renter", whose address is 755 Garden Road, Suite A, Riviera Beach, FL 33404.

**WITNESSETH:**

**WHEREAS**, the Renter has applied to conduct the Palm Beach County World Championship Offshore Grand Prix (Event) utilizing Carlin Park east and west, and portions of Juno Beach Park and Pier, Ocean Cay Park, Loggerhead Park, and the boat ramps at Burt Reynolds Park ("Park Properties") via the Special Events Application (Application), attached hereto as **Exhibit "A"** and incorporated herein by reference; and

**WHEREAS**, Renter has the knowledge, ability, and equipment to provide such an event; and

**WHEREAS**, providing community events within County parks serves a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the County and Renter hereby agree as follows:

1. **Recitals:** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Term:** The Renter shall commence rental on **Wednesday, October 17, 2012 at 8:00 AM** and shall complete all services by **Monday, October 22, 2012 at 8:00 PM** for the purpose of an offshore boat race, concert, and special event as more particularly described in **Exhibit "B"**, attached hereto and incorporated herein by reference, and for no other purpose whatsoever without the prior written consent of the County.
3. **Payments To County:** Renter shall pay a fee to the County estimated at **\$16,416.00 for facilities and services**. Renter shall also pay additional charges accrued for additional services, such as custodial, maintenance overtime, security and any other special requirements as more particularly described in **Exhibit "C"**, attached hereto and incorporated herein by reference. The total rental fee and any costs incurred by the County on behalf of the Renter shall be due at settlement, fourteen working days before the setup of the event and determined using a Rental Settlement Form as detailed in **Exhibit "D"**, attached hereto and incorporated herein by reference.
4. **Performance:**
  - a) Renter agrees to:
    1. **comply** with all rules and regulations and adhere to all federal, state and local laws and regulations, County ordinances including, but not limited to, Chapter 21 of the Palm Beach County Code, pertaining to Parks and Recreation, and Department standard operating procedures as all such laws, regulations, ordinances, and procedures apply to Renter's use of Park Properties and Amenities as described in **Exhibit "B"**.
    2. **return** Park Properties and Amenities and all equipment and improvements related to the rental to the condition existing as of the effective date and time specified in Article 2 above;

3. **assume** full responsibility for obtaining all licenses and permits required by Copyright Regulations of Title 17 of the United States Code and agrees to indemnify County and its agents for any expenses incurred as a result of Renter's failure to obtain such licenses or permits, including, but not limited to, fines or damages collected against County or COUNTY's agents, any attorney's fees and court costs, and for any expenses incurred as a result of Renter's failure to otherwise satisfy said regulations;
4. **remove** all equipment and materials owned by Renter and subcontractors no later than the termination date and time specified in Article 2 above;
5. **deliver** to the Department, no later than forty-eight (48) hours prior to the move-in of the Event, a copy of any and all required specialty certifications, licenses and or memberships applicable to the event, all of which will be retained by the Palm Beach County Parks and Recreation Department ("Department"), failure to deliver such required documentation may result in immediate termination of this Agreement which includes a demand for payment of all expenses incurred in association with this Agreement payable as liquidated damages, not penalty;
6. **assume** all responsibility for event promotions, which is subject to the review and approval of County.
7. **prohibit** any activity on Park Properties that may be considered contrary to community standards of appropriateness;
8. **assure** that all persons under Renter's control conduct themselves in a socially acceptable manner;
9. **Use** the Park Properties and Amenities solely for the purpose for which this Agreement is entered into;
10. **accept** the Park Properties and Amenities and all equipment and improvements related to the rental in the condition existing as of the date of this Agreement;
11. **waive** any and all claims for compensation for any and all losses or damages sustained due to failure or malfunction of the water or electrical power supplies located on Park Properties and within the Amenities;
12. **follow** the directives of the Department's representatives including, but not limited to, the proper use and handling of County owned equipment, the assignment of designated parking areas, and the locations acceptable for offloading and staging of equipment and supplies;
13. **obtain** the Department's written approval prior to the use of any type of pyrotechnics;
14. **obtain** the Department's written approval prior to operating any engine, motor or machinery or using any flammable agents, including but not limited to oils, camphene, kerosene, naphtha, or gasoline; and
15. **hold** County harmless for the sale or disposal of any equipment and materials considered to be abandoned due to Renter's failure to remove same from the premises by the specified termination date and time and pay the cost of such removal and disposal upon receipt of invoice.

b) County agrees to:

1. **assign** sufficient staff to provide logistical support and oversee all aspects of the rental including authority to make final decisions and issue directives on behalf of the County;
  2. **provide** equipment and support services including law enforcement, technical staff and skilled maintenance, to be paid for by the Renter, as specified on **Exhibit "B"**, and agreed to in advance by the Department;
  3. **retain** control of Park Properties and all operations conducted on County property including enforcement of all laws, rules, and regulations pertaining to the safety and wellbeing of the public and protecting Park Properties and Amenities; and
  4. **collect** and dispose of any and all items either discarded or lost by patrons or others at the Event, without interference by Renter or any person working for or on behalf of Renter, the disposition of which may include retaining such items at a lost-and-found location.
5. **Postponement or Cancellation of Event:** In the event emergency conditions arise which may affect public safety, Renter's use of Park Properties and Amenities may be postponed or cancelled. Such emergency conditions include, but are not limited to, thunderstorms, lightening, hurricanes, tornadoes, or flooding. County, in its sole discretion, will determine the necessity to postpone or cancel Renter's use of Park Properties and Amenities and will endeavor to provide Renter at least four (4) hours notice prior to the Event's start time. Provided, however, County's notice to postpone or cancel the Event may be given at anytime including during the Event.

In the event County cancels Renter's use of Park Properties and Amenities due to any public safety concern, the term of this Agreement will be extended upon the same terms and conditions provided that within five (5) business days following such cancellation, County and Renter agree upon a rescheduled event date. Such term extension will be effective without amendment or any other further action.

6. **Cancellation for Cause:** The occurrence of any one or more of the following acts constitutes a material default and breach of this Agreement by Renter and will result in cancellation of Renter's use of the Park Properties and Amenities:
- a. Renter elects to cancel the Event rather than accept the delayed start time ordered by County due to a public safety concern;
  - b. Renter fails to agree upon a rescheduled Event date within five (5) business days following County's cancellation of the Event due to a public safety concern;
  - c. Renter cancels due to illness;
  - d. Renter misrepresents its intended use of Park Properties and Amenities including acting as a broker or agent by attempting to re-let Park Properties and Amenities;
  - e. Renter's use of Park Properties and Amenities expands beyond the scope and purpose for which this Agreement is entered into;
  - f. Renter provided materially false information relating to this Agreement;
  - g. Any person under the control of Renter, including subcontractors, is responsible for purposely damaging Park Property or any County owned equipment; or
  - h. Any person under the control of Renter, including subcontractors, is guilty of gross misconduct or unlawful behavior while on Park Premises.

i. Cancellation of this Agreement due to any such material default or breach requires Renter to pay any and all County expenses associated with Renter's use of Park Properties and Amenities together with all fees and charges due and owed the same as if Renter's use of Park Properties and Amenities had not been cancelled and the Event occurred as scheduled. County will not be held liable for any lost profits or damages resulting from any such cancellation. Renter's Booking Deposit will be applied to the expenses, fees and charges owed to County and any remaining balance owed is due and payable upon Renter's receipt of the Department's invoice.

6. **Photography / Recording:** Except for event performances and materials covered by copyright laws, licensing fees or other legal regulations, County may photograph and/or record audio and video of the Event. Such photos and recordings may be used by County for promotional and informational purposes only. County will provide advance notice to Renter of its intent to photograph and/or record during the Event and Renter agrees to provide assistance as needed to accommodate such photography and recording. Renter is responsible for being aware of and advising County of any copyright infringements or other legal limitations that may apply to photographing and/or recording during the Event.

7. **Relationship of the Parties:** Renter is an independent contractor and operator responsible for its acts and omissions, for which County cannot be held liable.

This Agreement does not constitute an endorsement or sponsorship by County of Renter or of Renter's use of Park Properties and Amenities. Though County may issue press releases and publish announcements regarding Renter's use of Park Properties and Amenities, including postings on County websites and social media sites, such announcements are intended solely for the purpose of raising awareness of Park Property and are not to be misrepresented as a form of endorsement or sponsorship by County.

Renter may not use the name or logo of the County, the Department or Amphitheater in a manner that suggests a relationship other than lessor and lessee. Any use of the County, Department or Amphitheater logos is subject to approval by the County.

8. **Taxes:** Renter assumes sole responsibility for the payment of any and all federal, state, and local taxes as may be applicable to Renter's use of Park Properties and Amenities and its business operations thereon. Additionally, Renter is not eligible to benefit from the County's Tax Exempt Status.

9. **Subcontracting:** Those employed by any entity performing any work or service on behalf of Renter is considered to be a subcontractor for whom Renter is responsible. Any agreement between Renter and a subcontracting entity will be provided to the Department upon request.

10. **No Assignment or Brokerage:** Renter may not assign any rights, responsibilities, or obligations under this Agreement nor act as an agent or broker for the renting of Park Properties and Amenities. Any attempt to re-let Park Property is a material breach of this Agreement.

11. **Department Representative:** The Department's authorized representative for this Agreement is:

Name: Andrew Holzinger Phone Number: 561-966-7045

12. **Insurance Requirements:** It is the responsibility of Renter to provide proof of the required insurance coverages for Renter and for all vendors and subcontractors as specified in **Exhibit "E"**, attached hereto and incorporated herein by reference, to this Agreement.

13. **Indemnification:** Renter shall protect, defend, reimburse, indemnify and hold County, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omission of Renter.
14. **Damages:** If any portion of rented Park Properties and Amenities, during the term of this Agreement, shall be damaged by the act, default or negligence of the Renter, or the Renter's agents, employees, contractors, guests or any persons admitted into the Event by Renter, Renter shall pay to the County such sum as shall be necessary to restore said damaged property to its original condition. The Renter hereby assumes full responsibility for the character, acts and conduct of all Renter's employees admitted onto Park Properties and Amenities by the consent of the Renter or by or with the consent of any persons acting for or on behalf of the Renter.

Renter shall not injure, mar, nor in any manner deface Park Properties, and shall not cause or permit anything to be done whereby Park Properties shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of a park facility. Renter shall not paint anything within a park facility. Renter shall not post or exhibit or allow to be posted or exhibited, signs, advertisements, show-bills, lithographs, posters or cards of any description inside or in front of Park Properties and Amenities without the Department's prior written approval.

The County shall not be responsible for any property damage or personal injury that may result due to the Renter or the Renter's agents, servants, contractors, employees, patrons, exhibitors, contestants, guests or invitees from any cause whatsoever, prior, during or subsequent to the period covered by this Agreement; and the Renter hereby expressly releases County from and agrees to indemnify the County against any and all claims for such loss, damage or injury, except to the extent such damage or personal injury is caused by the negligence or willful misconduct of the County.

15. **Termination Upon Destruction or other Casualty:** In the event Park Properties and Amenities or any part thereof is destroyed or damaged in whole or part by fire, water, or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Agreement by County impossible, this Agreement will terminate and Renter agrees to not hold County liable for any claim for damages or compensation should this Agreement be so terminated.
16. **Notices:** All notices required in this Agreement shall be hand delivered or sent by certified mail, return receipt requested, if sent to the County shall be mailed to:

Director of Special Facilities  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

and if sent to the Renter shall be mailed to:

RENTER'S Name: Nick Scafani  
RENTER'S Address: 7555 Garden Rd., Suite A  
Riviera Bch, FL 33404  
RENTER'S Phone No: 561-844-4555

17. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, or shall it be construed as giving any rights or benefits hereunder to anyone other

than the County and the Renter.

18. **Authorization:** Any individual executing this Agreement on behalf of Renter warrants he or she has full legal authority to do so, and his/her execution shall bind the Renter, its employees, agents and subcontractors to the terms and conditions herein.
19. **Arrears:** The Renter shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Renter further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.
20. **Public Entity Crimes:** As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Renter certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
21. **Severability:** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
22. **Entirety of Contractual Agreement:** The County and the Renter agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
23. **Waiver:** Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the failure of such covenant, condition, or right, but the same shall remain in full force and effect.
24. **Nondiscrimination:** Renter warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.
25. **Inspector General:** 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's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Renter, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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.
26. **Waste or Nuisance:** Renter shall not commit or suffer to be committed any waste upon the Park Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Park Property or which may affect County's fee interest in the Park Properties. Renter shall keep the access to the Park Property, the parking areas, driveways and other contiguous areas to the Park Property free and clear of obstruction.



27. **Surrender of Park Property:** Upon termination of use of the Park Properties by Renter, Renter, at its sole cost and expense, shall remove all of its personal property from the Park Properties and shall surrender the Park Properties to the County in at least the same condition the Park Properties were in at the start of this Agreement.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

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

By: \_\_\_\_\_  
Shelley Vana, Chair  
Palm Beach County Board of County Commissioners

WITNESS:

Renter:

Nicholas J. Scafidi Sr  
Signature

POWERBOATERS PALM BEACH LLC  
Company Name

NICHOLAS J. SCAFIDI SR.  
Name (type or print)

[Signature]  
Signature

NICK SCAFIDI JR  
Typed Name

MEMBER  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(corp. seal)

By \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By [Signature]  
Department Director



Do you wish to be contacted by vendors offering event services or products? yes no  
The Freedom of Information Act requires that this data is available to the public, upon request

**SECTION 1** PLEASE PRINT OR TYPE INFORMATION - NOTE EVENT DEADLINES

Palm Beach County World Championship Offshore Grand Prix  
Event Name

(1) Carlin Park (2) Juno Pier (3) \_\_\_\_\_  
Event Date(s) \*Provide three possible dates - Allow 3 months lead time for Non-profit & 6 months for Profit events

(1) Carlin Park (2) Juno Pier (3) \_\_\_\_\_  
Event Location (Park Preference) \*Please provide three park sites

Set-up Date: 10/17/2012 Set-up Time: 9AM

Event Times: 10/19 & 21/ 2012

Breakdown Date: 10/22/2012 Breakdown Time: 8AM

P.O. Box 1222 Jupiter FL 33468  
Main mailing address City State Zip Code

( 561 ) 844-4555 ( ) -- ( ) --  
Day Telephone Evening Telephone Alternate Contact *if unavailable or emergency*

( 561 ) 262-6319 ( ) -- ( ) --  
Mobile Mobile used at event Fax

Powerboat Palm Beach njsboat@mns.com  
E-mail: organization contact's e-mail web site

Nick Scafidi  
Main Contact Person or Event Producer

\_\_\_\_\_  
Name of non-profit / Beneficiaries 501 ( C ) 3 or other non-profit X yes \_\_\_ no

\*\* \_\_\_\_\_ % of revenue paid to the promoter. % of revenue paid to non-profit.  
Private Promoter Financial Information

\*\*A copy of an executed contract detailing financial remuneration paid to the private promoter/ for profit enterprise may be required as part of this application.

Powerboat Palm Beach LLC \_\_\_\_\_  
Name of Event Sponsors (Paid)

TBD \_\_\_\_\_  
Name of Event Sponsors (Services Donated Only)

**SECTION 2**

Event Description/Purpose: Offshore Powerboat Race Palm Beach World Championship

Anticipated Gross Event Revenues & Projected Proceeds from event: \$ TBD \$

Is this the first time you have permitted a pavillion or event with Palm Beach County? yes no

How will this event enhance Palm Beach County and the community: \_\_\_\_\_

**SECTION 3**

Type of Event:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Boating/ski/swim event | <input type="checkbox"/> Fishing event               |
| <input type="checkbox"/> Business/education/lecture        | <input type="checkbox"/> Home/garden/trade show      |
| <input type="checkbox"/> Charity benefit                   | <input type="checkbox"/> Parade                      |
| <input type="checkbox"/> Athletic event (type _____)       | <input type="checkbox"/> Children's/senior event     |
| <input type="checkbox"/> Art/craft show                    | <input type="checkbox"/> Picnic/luncheon/dinner      |
| <input type="checkbox"/> Biking event (type _____)         | <input type="checkbox"/> Church event                |
| <input type="checkbox"/> Beer and/or wine festival         | <input type="checkbox"/> Club/convention meeting     |
|  | <input type="checkbox"/> Food festival               |
|  | <input type="checkbox"/> Political fundraiser/rally  |
|  | <input type="checkbox"/> Theatre/concert performance |
|  | <input type="checkbox"/> Other _____                 |

**SECTION 4**

Paid Services (may be requested or required)

- EMT/Fire       Clean-up Crew  
 Police       Contracted Personnel  
 Security

Parks Service Requests

- Maintenance  
 Field Prep  
 Utilities  Electric  Lights  Water

**SECTION 5**

You must provide accurate information. Failure to do so will impact fees and rental availability.

ACTIVITY DETAILS:

- Alcoholic Beverages  yes  no  
Alcohol Sales  yes  no  
Donation/Admission Fee  yes  no  
Entry or Registration Fee  yes  no  
Fireworks(Special Permit Only)  yes  no  
Food/Beverage Sales  yes  no  
Gated Event  yes  no  
Live Music  yes  no  
Merchandise Sales  yes  no  
Non-Mechanical  
Amusement Activites  yes  no  
Pony Rides  yes  no  
Raffle  yes  no  
RV  yes  no  
Street Closing  yes  no  
Ticket Sales  yes  no  
Unarmed Security  yes  no  
Vendors  yes  no

EQUIPMENT:

- Audio  yes  no  
Barricades / Cones  yes  no  
Coffee Pot  yes  no  
Dumpsters/Port-O-Lets  yes  no  
Fencing  yes  no  
Freezer/Refrigerator  yes  no  
Generator  yes  no  
Grill / Cook Top Tents  yes  no  
Ice Machine  yes  no  
Lighting  yes  no  
Projection/Visual  yes  no  
Stage  yes  no  
Stage Length \_\_\_\_\_ Width \_\_\_\_\_ Height (Onsite) \_\_\_\_\_  
Tables/Chairs  yes  no  
Tents  yes  no  
Tent(s) Quantity TBD Size    x     
Tent(s) Quantity    Size    x     
\_\_\_\_\_(add separate sheet if needed)

Estimated attendance: 10,000 minimum 20,000 maximum, 200 volunteers  
Sporting event attendance: 40 participants 250 spectators

Event is open to public  yes  no  
Event is only open to members  yes  no  
Is there an admission charge  yes  no  
If yes, how much? \$    Adult \$    Child \$    Advanced sales (if applicable)

**SECTION 6**

How will you promote your event \_\_\_\_TV \_\_\_\_radio \_\_\_\_newspaper ad \_\_\_\_ posters \_\_\_\_invitations?  
If your event is open to the public and you plan to promote it on TV, radio and/or the newspapers, please detail which stations, publications, and the estimated number of times in which your ad will run?

Palm Beach County maintains the number 963-6755 as a public event information line. Would you like your event date, location and contact information or event website recorded for public access? \_\_\_\_yes \_\_\_\_no.  
Event Website: \_\_\_\_\_

**SECTION 7**

Any organization or individual that holds an event/picnic on County property that does not abide by the authorized use, rules and regulations, or that causes additional costs to the County may lose all or a portion of its security deposit. A minimum of \$50 will be deducted from the security deposit for any occurrence. Any amount due over and above the security deposit will be billed directly to the organization/individual and must be paid upon receipt. Examples of situations that may require the loss of a security deposit, loss of permit privileges and/or event cancellation include, but are not limited to the following: **property damage, non-routine maintenance, failure to follow park rules and regulations, failure to provide accurate information or the additional need for crowd control.**

Within 30 days of the event conclusion or upon completion of all financial, clean-up and permit obligations to the County, the security deposit or remainder thereof will be returned to the Permittee. Events canceled less than 45 days of the event date are subject to loss of all or a portion of the \$100.00 booking fee and / or facility rental fees.

**INSURANCE INDEMINIFICATION:** The Permittee shall indemnify, defend and save harmless Palm Beach County from any and all injuries (including death), property damage and other claims, liabilities, losses and causes of action arising out of any negligent act or omission by Palm Beach County and the Permittee during the use of facilities described on the front of this form by Permittee or those acting under the authority of the Permittee, including participants and spectators in connection with the Permittee's activities in and on the site.

By my signature, I agree to comply with all rules, regulations, laws and ordinances of Palm Beach County and the Parks and Recreation Department in regard to the rental and/or use of facilities and agree to the indemnification above. **THANK YOU FOR YOUR COOPERATION.**

Signed: [Signature] (6/26/12) (561) 242-6319  
Organization or event representative Date Telephone - best to reach you



**IMPORTANT—You must submit the following:**

Please check if included:

- \$100.00 Booking Fee
- FL State Tax Exempt Certification must accompany payment

**Make checks payable to: Palm Beach County Board of County Commissioners or PBC BOCC**

Please retain a copy of this application for your records and hand deliver, fax, or mail application with inserts to:

Andrew Holzinger- Special Events Coordinator  
Palm Beach County Parks and Recreation  
2700 6<sup>th</sup> Avenue South  
Lake Worth, Florida 33461

Telephone: 561-966-7047  
Fax: 561-242-6988  
E-mail: [aholzinger@pbcgov.org](mailto:aholzinger@pbcgov.org)

**We look forward to assisting you with your event!**

## EXHIBIT B

### Event Description:

Host Organization: Powerboater Palm Beach, LLC

Event to Benefit: Powerboater Palm Beach, LLC – Events are open and free to spectators

<u>Park and Amenities</u>	<u>Address</u>	<u>Use</u>
Juno Beach Park & Pier	14775 U.S. Highway 1, Juno Beach	Pier will be used as a ticketed spectator area. Pier will be closed to the public on both Friday, October 19 and Sunday, October 21. The parking lot will be used primarily for VIP parking for the Pier.
Loggerhead Park	14200 U.S. Highway 1, Juno Beach	Free spectator viewing and parking. Rental includes all picnic pavilions
Ocean Cay Park	2188 Marcinski Rd, Jupiter	Free spectator viewing and parking. Rental includes all picnic pavilions
Carlin Park – East & West, inclusive of the amphitheater and picnic pavilions	400 S. SR A-1-A, Jupiter	Free spectator viewing, parking, sponsor setup, and special event activities (concert, vendors, children's area, dry dock). Rental includes all picnic pavilions
Burt Reynolds Park	805 N. U.S. Highway 1, Jupiter	Limited use of boat launch

### Event Outline:

- Wednesday, October 17 and Thursday, October 18 – setup in Carlin Park West, Carlin site plan attached.
- Friday, October 19 – Races take place from 10:00 AM - 4:00 PM, race course from Carlin Park to Juno Pier and back (attached). Approximately, 30 small (20 – 30 ft, low profile) boats will launch from Burt Reynolds Park.
- Saturday, October 20 – No races, special event day. Public invited to Carlin Park and Seabreeze Amphitheater to see the race boats up close on dry dock; entertainment, music, food vendors, and children's play area will be provided.
- Sunday, October 21 – Race Finals, from 10:00 A.M. – 4:00 P.M., awards ceremony at Seabreeze Amphitheater from 5:00 P.M. – 7:00 P.M. Small boats will launch from Burt Reynolds Park.
- Monday, October 22, clean up of all rented Park Properties.

Large powerboats will all launch from Stuart Marina.

## EXHIBIT B CONTINUED

### Event Description:

Spectators are invited to watch races from the beaches stretching from Carlin Park to Juno Beach Park. This event is free and open to spectators with the exception of VIP viewing from the Juno Beach Pier. The Juno Pier will require a separate ticket.

On both Friday and Sunday, Carlin Park East pavilions will be secured as sponsor areas. Approximately, eleven small pavilions will be left open to the general public on a first come, first served basis.

### Security Forces secured and provided by Renter:

Town of Jupiter Police

PBSO

Coast Guard

EMS

### Items to be brought to venue by Renter:

Backline, monitors, microphones, stands, cables, spot lights, platforms, sound & light production and staff, riggers, trusses, event gate security staff, event parking staff, ticket takers, ushers, talent, VIP tents, tables and chairs, vendors, freezers, generators, BBQ's, oil fryers, ice machines, stage decorations, banners, hospitality riders, PBSO duty officers, EMS personnel, amphitheater approved cleaning company, in house sound technician, and the County electrician.

### Coordination of the Event provided by:

Palm Beach County Parks & Recreation

Town of Jupiter

Town of Juno Beach

PBSO

U.S. Coast Guard

Palm Beach County Environmental Resources Management Department

Loggerhead Marine Life Center

Additional offsite parking has been secured for Sunday at a variety of local sites, including the FPL lot. The Jupiter Police Department and PBSO are coordinating traffic plans, parking, and pedestrian traffic issues.

Cleaning Services shall be provided via approved County vendors and paid for by the Renter. Additional maintenance and electrical support, if needed, will be provided by the County and billed to the Renter.

**EXHIBIT C**

**Estimated Rental Fee Schedule**

Amphitheater/ Park Rental Fees	\$ 8,514.00
Vendor/Administration/Impact fees	\$ 5,000.00
County Labor/Maintenance/Electrician fees	\$ 2,902.00
 Total Estimated Fees	 \$16,416.00



**EXHIBIT D**

**Settlement Form**

**(SAMPLE ONLY)  
(FEES SUBJECT TO CHANGE)**

4725-00	Facility Rental Fee*				
Description:					
4725-14	Parks Parking Fees				
4729-24	P&R Other Fees** - Food & Bev & Alcohol				
Description:	( ) Food and beverage vendors				
	( ) Alcohol vendors				
4729-25	P&R Other Fees* - Amph Souvenirs/Other Event Products				
Description:					
4729-09	P&R Other Fees-Outside Cleaning*				
Description:					
	Paid Direct By Renter			\$	-
5221-4729-14	Parks/P&R Other/Wages O.T. *				
Description:	County labor/maintenance/electrician fees				
2170-00	Sales Tax (.06%)				
				\$	-

\* Taxable Items

**Subtotal**

\$ -

\*\* Non-Taxable Items

0001-2230-AMAD

Rental Deposit

**Less**

Paid on

No Deposit

**Amount Due**

\$ -

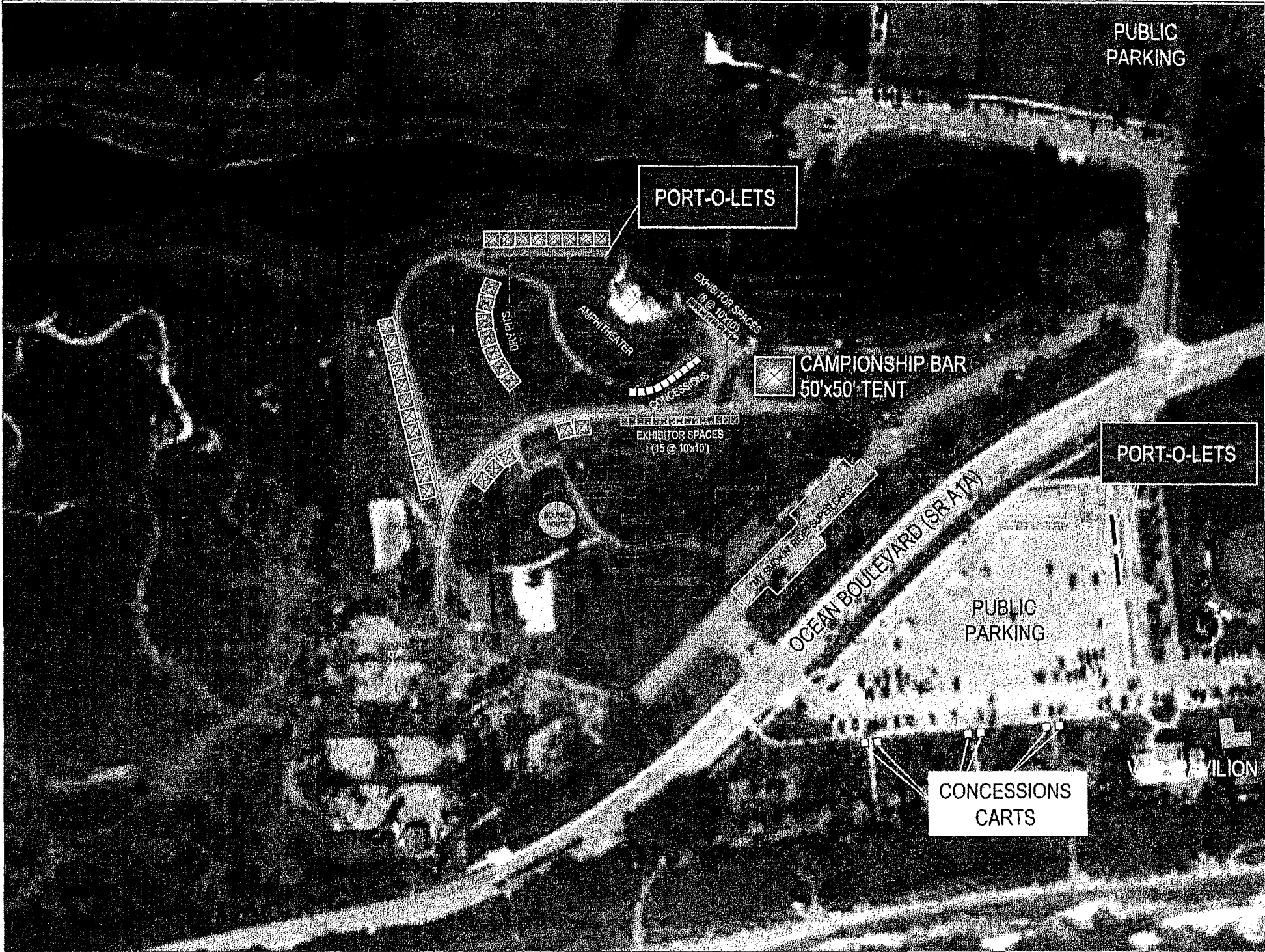
**Total amount due fourteen working days before move-in**

## EXHIBIT E

Renter shall procure and maintain for the term of this Agreement at its own expense, insurance coverage which will name Palm Beach County Board of County Commissioners as "Additionally Insured" in the Description of Operations section and said copy of insurance shall be submitted to the County not less than fifteen (15) days prior to Park Properties rental. Evidence of the required insurance by way of a Certificate of Insurance shall be subject to approval by the Risk Management Department as to the form, adequacy and documentation of insurance coverage. Renter shall, at its sole cost and expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as follows:

- A. Commercial General Liability with limits of at least \$1,000,000 each occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis;
- B. If alcoholic beverages (including beer, wine and spirits) are for sale at the event the Certificate of Insurance must state that Liquor Liability coverage is included with a minimum limit of liability of \$1,000,000 each occurrence. A liquor license is required;
- C. Workers Compensation Insurance and Employer's Liability in accordance with Florida Statute Chapter 440;
- D. Auto Liability with a minimum limit of liability of 500,000 each occurrence for all owned, non-owned, and hired automobiles;
- E. Insurers with a minimum AM Best rating of B+VIII and authorized to write insurance in the State of Florida is required.

Renter shall provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements of Renter to maintain or not to maintain insurance is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Renter under this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.



FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



[Home](#)   [Contact Us](#)   [E-Filing Services](#)   [Document Searches](#)   [Forms](#)   [Help](#)

[Previous on List](#)   [Next on List](#)   [Return To List](#)

Entity Name Search

[Events](#)

No Name History

Submit

## Detail by Entity Name

### Florida Limited Liability Company

POWERBOATER PALM BEACH, LLC

#### Filing Information

Document Number L1200000876  
FEI/EIN Number NONE  
Date Filed 01/03/2012  
State FL  
Status ACTIVE  
Effective Date 01/03/2012  
Last Event LC AMENDMENT  
Event Date Filed 06/22/2012  
Event Effective Date NONE

#### Principal Address

7555 GARDEN ROAD, SUITE A  
RIVIERA BEACH FL 33404

Changed 06/22/2012

#### Mailing Address

7555 GARDEN ROAD, SUITE A  
RIVIERA BEACH FL 33404

Changed 06/22/2012

#### Registered Agent Name & Address

SCAFINI, NICK  
7555 GARDEN ROAD, SUITE A  
RIVIERA BEACH FL 33404

Name Changed: 06/22/2012

Address Changed: 06/22/2012

#### Manager/Member Detail

##### Name & Address

Title MGR

HAUSER, JAMES P  
127 STILLWATER  
JUPITER FL 33468

Title MGR

SCAFINI, NICK  
7555 GARDEN ROAD, SUITE A  
RIVIERA BEACH FL 33404

### Annual Reports

No Annual Reports Filed

### Document Images

06/22/2012 -- LC Amendment

[View image in PDF format](#)

01/03/2012 -- Florida Limited Liability

[View image in PDF format](#)

**Note:** This is not official record. See documents if question or conflict.

[Previous on List](#)

[Next on List](#)

[Return To List](#)

[Entity Name Search](#)

[Events](#)

**No Name History**

[Submit](#)

[| Home](#) | [Contact us](#) | [Document Searches](#) | [E-Filing Services](#) | [Forms](#) | [Help](#) |

Copyright © and Privacy Policies  
State of Florida, Department of State



# Palm Beach County Sports Commission



WWW.PALMBEACHSPORTS.COM



# WORLD OFFSHORE CHAMPIONSHIPS (POWERBOAT RACING)

- October 18-21, 2012
- OFFSHORE POWERBOAT ASSOCIATION (OPA) sanctioned
- Professional Powerboat Circuit
- Inaugural Powerboat Race for Jupiter & Juno Beach





# WORLD OFFSHORE CHAMPIONSHIPS

## Multi-Jurisdictions



- Town of Jupiter
- Town of Juno Beach
- Palm Beach County Parks & Rec
- Martin County
- Coast Guard
- ERM





# WORLD OFFSHORE CHAMPIONSHIPS (POWERBOAT RACING)



- 50 boat teams will race
- Turbine Catamarans
- Single Engine V-bottoms



# WORLD OFFSHORE CHAMPIONSHIPS (POWERBOAT RACING)



Race Speeds of 70mph to 170mph

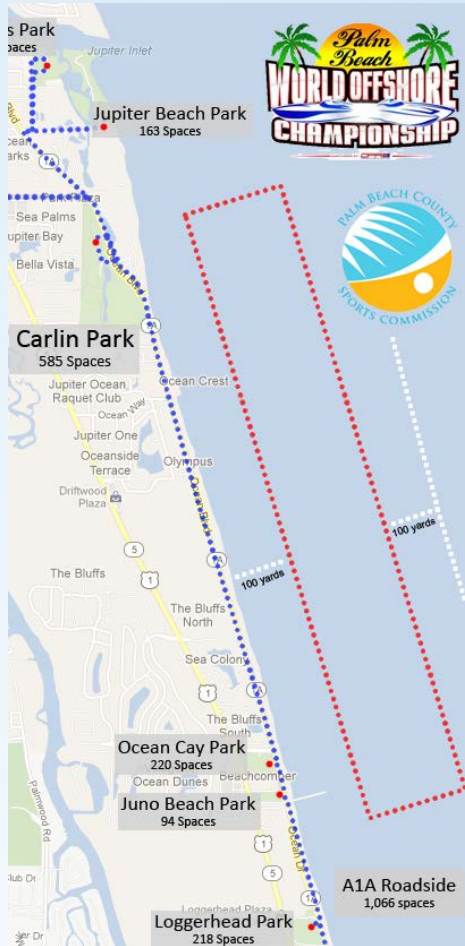
[WWW.PALMBEACHSPORTS.COM](http://WWW.PALMBEACHSPORTS.COM)



- National Governing Body
- 43 year history
- Race schedule, May to October
- Premier World Championship



# WORLD OFFSHORE CHAMPIONSHIPS RACE COURSE



- Race Course is offshore from Carlin Park to just south of the Juno Beach Pier
- Approximately 100 yards offshore
- Course is 5.5 miles in circumference
- Boats will make 12 laps around the course
- 6 turn boats will be displayed to mark the course





# WORLD OFFSHORE CHAMPIONSHIPS CARLIN PARK – DRY PITS



- Boats are stored & prepared to race
- Dry Pits are open to spectators
- Boats using trailers -launched from Burt Reynolds Park



# WORLD OFFSHORE CHAMPIONSHIPS CARLIN PARK – DRY PITS

- Carlin Park will be the primary spectator area
- Carlin Park will be free and open to the public
- VIP area located at pavilion area east of A1A



# OPA World Championships Carlin Park

VIP  
PARKING

DRY PITS

PORT-O-LETS

EXHIBITOR SPACES  
10x10

CONCESSIONS

CHAMPIONSHIP BAR  
50x50' TENT

EXHIBITOR SPACES  
10x10

PORT-O-LETS

DROP-OFF AREA

"MY SMOKIN' RIDE"  
SUPERCARS

BOUNCE  
HOUSE

PUBLIC  
PARKING

HANDICAP PARKING

RACE TEAM  
PARKING

OCEAN BOULEVARD (SR A1A)

CONCESSIONS  
CARTS

V.I.P. PAVILION







# WORLD OFFSHORE CHAMPIONSHIPS WET PITS



- Jupiter Points Marina (private land) will be designated the “Wet Pits”
- 150 ton crane lifts boats from their trailer to place in the water
- Boats will be launched and drive to Carlin Park for start of the race

[WWW.PALMBEACHSPORTS.COM](http://WWW.PALMBEACHSPORTS.COM)



# WORLD OFFSHORE CHAMPIONSHIPS RACE SCHEDULE



The World Championships is a 4 day event consisting of 2 days of testing and 2 days of racing

[WWW.PALMBEACHSPORTS.COM](http://WWW.PALMBEACHSPORTS.COM)



# WORLD OFFSHORE CHAMPIONSHIPS RACE SCHEDULE



Thursday, Oct. 18: Race Testing from 10am to 5pm

Friday, Oct. 19: Race at 12pm & 2pm

Saturday, Oct. 20: Race Testing from 10am to 5pm

Sunday, Oct. 21: Race at 12pm & 2pm



# Economics

## OPA World Championships



- 50 boat teams
- Projecting 15,000 spectators
- Regional & National Impact



# Economics

## OPA World Championships

- 1,200 room nights
- \$5 to \$7 million economic impact
- Television Coverage – NBC Sports Network
- Palm Beach County will be promoted as site for the World Championships during the entire race season





# WORLD OFFSHORE CHAMPIONSHIPS

## Inaugural OPA Race for Palm Beach County

- The event was previously held in Orange Beach, Alabama and was widely regarded as one of the premier powerboat races in the nation.
- The Orange Beach Race attracted the largest concentration of regional visitors for an OPA race.
- This is an opportunity for Palm Beach County and the state of Florida to attract a marquee professional sporting event with major economic development benefits





# WORLD OFFSHORE CHAMPIONSHIPS Palm Beach County, FL



October 18-21, 2012

[WWW.PALMBEACHSPORTS.COM](http://WWW.PALMBEACHSPORTS.COM)