

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 18, 2014

☒ Consent  
☐ Ordinance

☐ Regular  
☐ 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 receive and file: Contract with Chet's, Inc., to provide professional water ski instruction at Burt Aaronson South County Regional Park for the period October 1, 2014, through September 30, 2015.

**Summary:** On September 30, 2014, Palm Beach County entered into a Standard Contract with Chet's, Inc., to provide a complete water skiing school program at Burt Aaronson South County Regional Park. The Contract provides for an initial one year term with four one year renewal options upon written consent of both parties. This contract was executed by the Purchasing Director on behalf of the Board in accordance with Section 2.53(e) of the Purchasing Code. District 5 (AH)

**Background and Justification:** A Request for Proposal was issued in November of 1998 to provide commercial water ski lessons for a ski lake located in the undeveloped portion of Burt Aaronson South County Regional Park. Chet's, Inc., was selected as the vendor best able to provide the requested services. Chet Raley, the proposer, is one of the finest instructors in the world and has provided excellent service. Accordingly, a Request for Submittal was issued by the Parks and Recreation Department to competitively procure these services again in July 2014. Chet's, Inc., was the only proposer and was selected based on the excellent service provided since 1999. Based on the satisfactory level of service provided, staff recommends approving the contract to provide for one year of continued service. Four renewal options remain on the contract.

**Attachment:** Standard Contract

Recommended by: \_\_\_\_\_

  
Department Director

10/24/14  
Date

Approved by: \_\_\_\_\_

  
Assistant County Administrator

11/4/14  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	(12,420)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<b>(12,420)</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b>0</b>	<b>0</b>	<b>0</b>		

Is Item Included in Current Budget? Yes X No         
Budget Account No.: Fund 0001 Department 580 Unit 5237  
Revenue Source 4729 Program N/A

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

FUND: General Fund  
UNIT: Aquatics

Parks & Recreation Other Fees	0001-580-5237-4729-18	(\$12,420)
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C. Departmental Fiscal Review: ckopelakis

### III. REVIEW COMMENTS

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

Susan Neary 10/28/14  
OFMB *ku* *U*  
10/28 10/28

*Dr. J. Jacobson*  
Contract Development and Control  
10-30-14 *B. Scheer*

**B. Legal Sufficiency:**

Anne Helgert 10-31-14  
Assistant County Attorney

**C. Other Department Review:**

Department Director

REVISED 10/95  
ADM FORM 01

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

## **CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the 30<sup>th</sup> day of September, 2014, 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 CHET'S INC., a Water Ski School authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 650681333.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

### **ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of water ski instruction, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Laurie Schobelock, Aquatics Supervisor, telephone no. 561-966-6629, or designee.

The CONTRACTOR'S representative/liaison during the performance of this Contract shall be Chet Raley, President, telephone no. 561-509-8111.

### **ARTICLE 2 - SCHEDULE**

The CONTRACTOR shall commence services on October 1, 2014 and complete all services by September 30, 2015, with the option to renew four (4) additional one (1) year periods, upon the prior written consent of both parties.

Reports and other items shall be delivered or completed in accordance with the detailed scope of work set forth in Exhibit "A".

### **ARTICLE 3 - PAYMENTS TO COUNTY**

- A. The CONTRACTOR shall pay to the COUNTY payments of One Thousand Thirty-Five dollars (\$1,035.00) per month during the term of this Contract and any renewals thereof plus applicable Sales Tax. Monthly payment plus applicable State Sales Tax shall be made in advance without billing on the first of each month during the term of this Contract and any renewals thereof. Payments not received by the tenth (10<sup>th</sup>) of each month shall be considered past due and subject to a five percent (5%) late fee per month until paid.
- B. The COUNTY may authorize the closing of the ski lake for the safety of the users. In these instances, the lake shall remain closed until the COUNTY authorizes its reopening. CONTRACTOR's sole compensation for said closing shall be in the proration of rent or payment to COUNTY for all days the lake is closed for 6 (six) hours at COUNTY's direction and where the closure is not due to acts of omissions of the CONTRACTOR. Closures may be prorated in six (6) hour increments.

- C. The COUNTY may close the ski lake for up to three (3) days every four (4) months in order to comply with Florida Statutes, Chapter 369.20, Florida Aquatic Weed Control Act. The closings shall be coordinated between the COUNTY and the CONTRACTOR in order to minimize disruption of ski school programs. CONTRACTOR shall not be entitled to proration of rent for this closure.
- D. Should development work surrounding the ski lake require the shutdown of the water ski school activities on the lake, the COUNTY shall give thirty (30) days written notice to the CONTRACTOR. CONTRACTOR shall be relieved of the obligation to make payments to the COUNTY during that time the lake is closed.
- E. Should the ski lake become unusable due to damage caused by fire, hurricane, storms, Acts of God or any other reason, this Contract shall be terminated by the COUNTY upon thirty (30) days written notice to the CONTRACTOR. Should the COUNTY choose, in its sole discretion, to make any repairs or renovations to the ski lake because of the damage, it may close the ski lake during repairs/renovations. CONTRACTOR shall be relieved of the obligation to make payments to the COUNTY during that time the lake is closed.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONTRACTORS. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONTRACTOR upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the

COUNTY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 7 - SUBCONTRACTING**

Subcontracting is not allowed under this contract.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years

are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 10 - INSURANCE**

- A. CONTRACTOR shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONTRACTOR shall agree to 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 contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the contract.
- B. **Commercial General Liability** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONTRACTOR shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONTRACTOR shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONTRACTOR doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONTRACTOR shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONTRACTOR shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONTRACTOR shall provide this coverage on a primary basis.
- E. **Professional Liability** CONTRACTOR shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONTRACTOR shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than 3 years. CONTRACTOR shall provide this coverage on a primary basis.

**Additional Insured** CONTRACTOR shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its

equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONTRACTOR shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation** CONTRACTOR hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, CONTRACTOR shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County Parks & Recreation Department  
c/o Aquatics Division  
2700 Sixth Avenue South  
Lake Worth, FL 33461

- H. **Umbrella or Excess Liability** If necessary, CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. 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.

#### **ARTICLE 11 - INDEMNIFICATION**

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages 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 Contract or due to the acts or omissions of CONTRACTOR.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract



#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 20 - ACCESS AND AUDITS**

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

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 CONTRACTOR, 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.

#### **ARTICLE 21 - NONDISCRIMINATION**

The CONTRACTOR 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 and expression, or genetic information.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and CONTRACTORS 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).

#### **ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County Parks and Recreation Department  
c/o Aquatics Division  
2700 Sixth Avenue South  
Lake Worth, FL 33461

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

If sent to the CONTRACTOR, notices shall be addressed to:

Chet's Inc.  
9075 Tresmore Court  
Boynton Beach, FL 33472

#### **ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

#### **ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

If CONTRACTOR'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONTRACTOR shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONTRACTOR acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONTRACTOR shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

**ARTICLE 29 - REGULATIONS: LICENSING REQUIREMENTS**

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**ARTICLE 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)**

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and CONTRACTORS who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

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IN WITNESS WHEREOF, Director of Purchasing of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

PALM BEACH COUNTYFLORIDA FOR ITS  
BOARD OF COUNTY COMMISSIONERS  
BY KATHLEEN M. SCARLETT, DIRECTOR

By:



Kathleen M. Scarlett, Director

WITNESS:



Signature

Andrea Walsh

Name (type or print)



Signature

Laurie C. Schobelock

Name (type or print)

CONTRACTOR:

CHET's Inc.

Company Name



Signature

Chet Raley

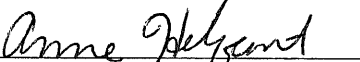
Typed Name

President

Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By

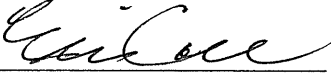


County Attorney

(corp. seal)

APPROVED AS TO TERMS AND  
CONDITIONS

By



Eric Call, Director

Parks and Recreation Department

## SCOPE OF WORK/SERVICES

CONTRACTOR shall provide a complete Ski School Service at the Burt Aaronson South County Regional Park (Exhibit B) maximizing the utilization of the complex and providing quality, customer oriented public water skiing opportunities. CONTRACTOR shall provide a complete water skiing school program based on the following (but not necessarily limited to) variables/requirements.

### 4.1 Personnel/Staffing

Provide professional staff to facilitate the needs of this Contract.

#### 4.1.1 Staff shall include a Coach, certified at Level 3 by USA Water Ski Association (or equivalent), with a minimum of four (4) years of coaching experience, and a minimum of five (5) years experience in turnkey aquatic risk management/safety services.

Certified Level 3 Coach shall provide the following:

- Oversee all water ski instructors and other coaches;
- Qualified to teach advance traditional slalom, tricks and jumping techniques for athletes who desire to successfully compete in State, Regional and National Sanctioned Tournaments;
- Shall have capability to introduce techniques for shore-line slalom passes, trick runs between 5,000 and 7,000 points and jump distances between 120 and 180 feet; and
- Have Sports Science/Medicine knowledge that will help the athlete develop a comprehensive off-water training regiment, to enhance performance in sanctioned competition.

#### 4.1.2 Any/all other coaches utilized under this program should be qualified to provide instruction/coaching on par with Level 3 Coach in the disciplines of barefoot, kneeboard and wakeboard skiing.

### 4.2 Safety Procedures

CONTRACTOR shall ensure that all participants are instructed in safety procedures and requirements necessary to ensure that risk of injury or accidents are minimized. A staff member, certified in First Aid/CPR, shall be on site at all times, and provision for a First Aid Kit shall be available at all time. Coach shall have a minimum of five (5) years experience in turnkey aquatic risk management/safety services.

### 4.3 Telephone

CONTRACTOR shall have telephone service (cellular phone), to ensure accessibility to the public, for provision of lesson reservations, questions, cancellations, etc.

4.4 Training

CONTRACTOR shall indoctrinate and train staff in the philosophies and public relations concerns of the County. CONTRACTOR's staff shall be trained during the hours and operation of Burt Aaronson South County Regional Park, and in the accessibility of access to the lake.

4.5 Hours of Operation

4.5.1 CONTRACTOR shall provide lessons during daylight hours to ensure lessons will be conducted safely.

4.5.2 CONTRACTOR shall make lessons available at times convenient to students, i.e. weekends, holidays, and before and after work/school schedules.

4.5.3 CONTRACTOR shall be required to make judgments regarding safe weather and water conditions, and will be expected to cancel or postpone lessons when conditions are unsafe.

4.5.4 CONTRACTOR shall provide the County with schedule of days and times that its services will be available to the public.

4.6 Improvements/Alterations

4.6.1 The CONTRACTOR shall make no alterations, additions or improvements to the lake/surrounding area without the written consent of the Department. All additions, fixtures or improvements affixed to Burt Aaronson South County Regional Park, (the "Premises") shall remain as part of the Premises at the expiration or cancellation of any contract. All such fixtures and improvements shall become the sole property of the County immediately upon installation or construction.

4.6.2 All equipment, signage, structure, etc. shall comply with all appropriate rules, regulations and standards of the County. No coin operated vending machines shall be installed on the Premises without written permission from the Department.

4.6.3 CONTRACTOR agrees that all equipment, structures and improvements shall meet all applicable construction, environmental, health and safety codes, and any/all required licenses/permits shall be obtained at CONTRACTOR's own expense.

4.7 Use of Premises

4.7.1 CONTRACTOR shall operate the ski school for the sole benefit of the public. The general public shall be instructed and towed on a non-discriminatory basis. The Department may authorize the closing of the ski lake for the safety of the users. In these instances the lake will remain closed until the County authorizes its reopening.



- 4.7.2 The Department retains the right to close the ski lake for up to three (3) days every four (4) months, starting September to comply with 369.20 Florida Statutes, Florida Aquatic Weed Control Act.
- 4.7.3 CONTRACTOR's sole compensation for closings shall be proration of revenue for any days when the lake is closed for 6 (six) hours at the direction of the County and where the closure is not due to acts or omissions of the Contractor.
- 4.7.4 The CONTRACTOR shall control access to the ski lake via the ski site gate and shall be responsible for confining customers' access to only the lake and its immediate shoreline. The CONTRACTOR shall ensure that the gate is locked during times other than when admitting students and their guests for water skiing activities.
- 4.9 Advertisements
- Billboard/commercial endorsements, pamphlets, distribution, etc., are prohibited on County property, unless prior approval is received from the County.
- 4.10 Maintenance and Repairs
- 4.10.1 CONTRACTOR shall properly maintain, repair and keep in good operating condition all equipment and structures owned by the County and located in and about the subject Premises. All cost(s) for repair, maintenance and replacement of such equipment and structure shall be done at the sole expense of the CONTRACTOR and shall be accomplished within seventy-two (72) hours after the need for repairs and/or maintenance becomes apparent.
- 4.10.2 All equipment owned by the CONTRACTOR and used in the course of water ski instruction, or to provide tows, must be maintained in safe condition according to the standards of the sport and per manufacturer's stipulations. All applicable requirements for safe boating as set by local, state and federal requirements must be adhered to. Any water skiing equipment, which condition would endanger skiers, boat passengers or spectators shall be removed immediately and shall not be utilized until it has been restored to a safe condition.
- 4.10.3 CONTRACTOR shall provide all equipment/structures, boat(s), skis, wakeboards, jumps, slalom courses, etc., and maintain same to accomplish the full range of water ski lessons and coaching for this program.
- 4.10.4 The CONTRACTOR shall be responsible for providing trash receptacle(s) and removing litter generated by customers and their guests. All trash shall be deposited in dumpsters within the designated area(s) of Burt Aaronson South County Regional Park.

- 4.10.5 The County agrees to care for vegetation around the shoreline of the lake. The County shall provide the shell rock and grading of the boat ramp, to be determined on an as needed basis by the County. The County will maintain the access gates, roadway, and parking lot for the lake.
- 4.10.6 Neither the County nor CONTRACTOR shall be responsible for the restoration of the lake and appurtenant structures as a result of damages by fire, hurricanes, storms, Acts of God or any other reason. If the lake becomes unusable as a result of the damage, this Contract shall be terminable by the County upon thirty 30 days written notice to the CONTRACTOR. Otherwise, the Contract shall remain in full force. If the County chooses, in its sole discretion, to undertake any repairs or renovations, it may close the lake during that time. The only right of the CONTRACTOR shall be to be relieved of the obligation to make payments to the County during the time the lake is closed.
- 4.10.7 The County shall not be liable for damages to any property of the CONTRACTOR or other parties located upon the leased Premises resulting from an abnormally high or low lake water level.
- 4.10.8 The CONTRACTOR shall notify the County immediately when any maintenance is required on any items for which the County is responsible, i.e. gate(s) to lake and parking area.
- 4.10.9 Should development work surrounding the lake require the shutdown of the water ski school activities on the lake, the County shall give thirty (30) days written notice to cease ski school activities, and the CONTRACTOR shall be relieved of the obligation to make payments to the County during that time the lake is closed. The ski lake may be closed temporarily or permanently at any given time depending on adjacent development requirements. Should the lake be closed permanently, this Contract shall be terminable by the County upon thirty (30) days written notice. The County reserves the right to terminate the Contract with ninety (90) days written notice for any reason.
- 4.11 Right of CONTRACTOR to Change Fees for Lessons & Tows
- 4.11.1 The CONTRACTOR shall recommend a schedule of lesson fees for all services and levels of instruction to be provided, subject to County approval.
- 4.11.2 The CONTRACTOR shall be allowed to adjust fees according to the season.
- 4.11.3 The CONTRACTOR shall submit fee increase requests, in writing, to the County for approval, within thirty (30) days prior to implementation. County will respond within seven (7) days upon receipt of request.
- 4.11.4 Notwithstanding the above, the County shall have the right to assure that all fees and charges shall be in line with other water ski lessons of equal level and quality within the surrounding area.

4.12 CONTRACTOR Liability

The CONTRACTOR assumes all risk in the operation of a water ski school at Burt Aaronson South County Regional Park. The CONTRACTOR shall be solely responsible and answerable to damages for all accidents or injuries to persons or property occurring at the lake, and shall indemnify and hold harmless the County and its officials and employees from any and all claims, suits, losses, damage or injury to personal property or life and limb of whatever kind and nature arising out of the operation of the water ski school.

4.13 Center Lake Responsibilities

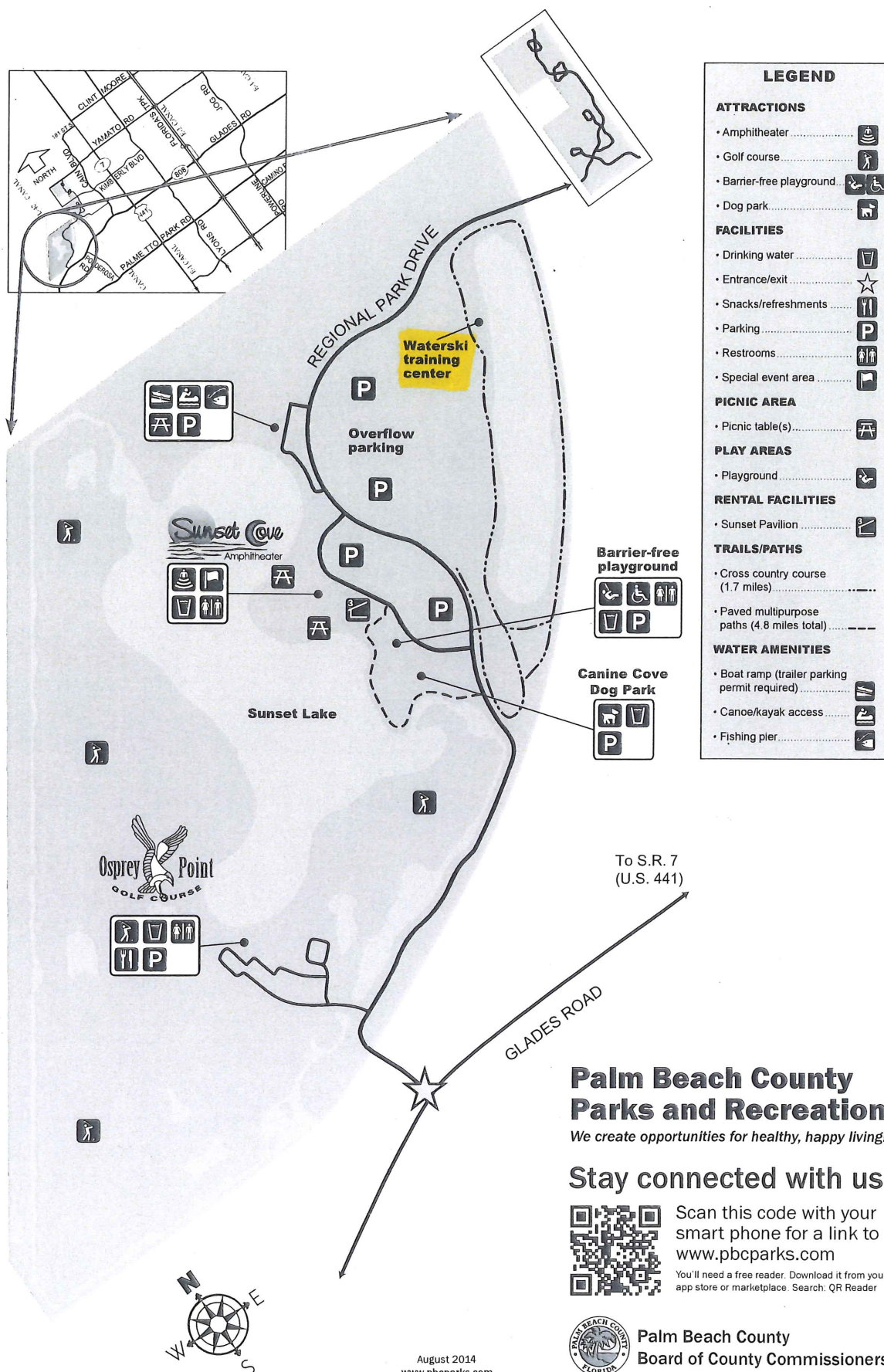
4.13.1 CONTRACTOR shall serve as advisor on the installation and maintenance of a recreational slalom course. Once a course is installed the CONTRACTOR will monitor the condition of the buoys and advise the County if repairs are necessary.

4.13.2 CONTRACTOR shall monitor the general rule compliance on the lake to ensure that it is being used properly and notify the County of any use violations or issues.



# Burt Aaronson South County Regional Park (southwest)

*We create opportunities for healthy, happy living!*



## Palm Beach County Parks and Recreation

*We create opportunities for healthy, happy living!*

**Stay connected with us!**



Scan this code with your smart phone for a link to [www.pbcparcs.com](http://www.pbcparcs.com)

You'll need a free reader. Download it from your app store or marketplace. Search: QR Reader



Palm Beach County  
Board of County Commissioners



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/6/2014

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> Global Marine Insurance Agency, Inc. 12935 S. West Bayshore Dr.  Traverse City MI 49684		<b>CONTACT NAME:</b> General Support <b>PHONE (A/C No. Ext.):</b> (800) 748-0224 <b>FAX (A/C No.):</b> (231) 947-4407 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Chet's Inc, DBA: Palm Beach Training Center 9075 Tresmore Ct  Boynton Beach FL 33472		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: New Hampshire Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** CL148601323 **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	CML014350776	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,00 MED EXP (Any one person) \$ 5,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMPROP AGG \$ 1,000,00 2500 deductible \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED <input type="checkbox"/> RETENTION \$					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below					
A	<b>Protect &amp; Indemnity Liab</b>		DMO015972803	4/1/2014	4/1/2015	2500 deductible 1,000,00
A	<b>Watercraft Liability</b>					Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Waterski/Wakeboard Instruction operation located at 11200 Park Access Rd, Boca Raton, FL 33498.  
Certificate Holder is included as additional insured with respect to the above captioned general liability per terms/conditions of actual policy.  
Waiver of Subrogation Endorsement applies.

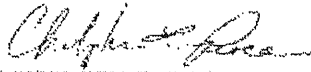
<b>CERTIFICATE HOLDER</b>  Palm Beach County, Board of County Commiss a Politcal Subdivision of the State of Fl it's Officer's, Employees and Agents. c/o Parks and Rec Dept 2700 Sixth Ave South Lake Worth, FL 33461	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  Susan Stark/SUSAN
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Thanks so much!  
Sherry

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

		Policy Change Number: 01
POLICY NO.	POLICY PERIOD	CHANGE EFFECTIVE DATE
CML 0143-50-776	04/01/14 To 04/01/15	08/06/14
NAMED INSURED:		INSURANCE COMPANY
Chet's, Inc. DBA Palm Beach Training Center		New Hampshire Insurance Co.
		AUTHORIZED REPRESENTATIVE
		Maritime General Agency
COVERAGE PART(S) AFFECTED:		
(If no box is checked, this endorsement applies to all sections of the policy.)		
<input type="checkbox"/> Commercial Marine Liability		
CHANGES		
In consideration of no additional premium, it is agreed and understood that the name of the Additional Assured shown on Endorsement - C (Additional Assured) and Endorsement - D (Waiver of Subrogation) is amended to read as shown below.		
Palm Beach County Board of Commissioners, a Political Subdivision of the State of Florida, it's Officer's, Employees and Agents c/o Parks & Rec Department 2700 Sixth Avenue South Lake Worth, FL 33461		
All other terms and conditions remain unchanged.		
PREMIUMS:	N/C	
PRODUCER:	Global Marine Insurance Agency, Inc.	

  
AUTHORIZED REPRESENTATIVE SIGNATURE

MO 08/15/14

**Customer Information**

CHET A RALEY  
SHERRY L RALEY  
9075 TRESMORE CT  
BOYNTON BEACH, FL 33472-2729

**Date Prepared:** 08/18/2014

**Policy Period:** 07/06/2014 to 07/06/2015

**Changes Effective:** 08/18/2014

**Agent Information**

WIGLESWORTH-RINDOM INS AGY INC  
4 SE 6TH AVE  
DELRAY BEACH, FL 33483-5314

Phone Number: (866) 472-3326

Email: mike@delrayinsurance.com

Website: www.floridainsurancepro.com

Agent Number: 523903

VEHICLES	Vehicle ID Number
2009 Ford F150	1FTPW14VX9FA69717
2012 Toyt Fj Cruiser	JTEBU4BFXCK122505

VEHICLE COVERAGES	Limits / Deductibles	2009 Ford	2012 Toyt
		F150	Fj Cruise
Combined Single Limit	\$500,000 per accident	\$393.70	\$408.20
Personal Injury Protection	No Ded	\$80.50	\$119.20
Medical Payments	\$5,000 per person	\$20.50	\$33.60
Uninsured Motorist	\$50,000/\$100,000 w/o stacking per person/per accident	\$110.50	\$106.10
Comprehensive	\$500	\$122.50	\$80.20
Collision	\$500	\$120.70	\$148.70
Roadside Assistance	Emergency Assistance	\$16.00	\$15.40
Loss of Use	\$35 per day	\$6.90	\$8.20
FHCF Assessment	Yes	\$11.33	\$11.95
<b>Total Vehicle Premium</b>		<b>\$882.63</b>	<b>\$931.55</b>

**DISCOUNTS & SAFECO SAFETY REWARDS**

Anti-Lock Braking	Low Mileage	Paid In Full	Accident Free
Anti-Theft	Coverage	Advance Quoting	Violation Free
Multi-Car	Passive Restraint	Homeowners	

**PREMIUM SUMMARY**

Vehicle Coverages	Premium
	\$1,814.18
Discounts & Safeco Safety Rewards	Included
<b>Your total policy premium for 12 months is</b>	<b>\$1,814.18</b>

**Insured Name:** CHET A RALEY

## ADDITIONAL INTERESTS

**Name:** PBC BOARD OF COUNTY COMMISSION  
C/O PARKS AND RECREATION DEPT  
2700 SIXTH AVENUE SOUTH  
LAKE WORTH, FL 33461

**Vehicle:** 1 - 2009 FORD F150  
**Interest Type:** Additional Interest  
**VIN:** 1FTPW14VX9FA69717

**Name:** CHET'S INC  
9075 TRESMORE CT  
BOYNTON BEACH, FL 33472

**Vehicle:** 1 - 2009 FORD F150  
**Interest Type:** Corporate Owned  
**VIN:** 1FTPW14VX9FA69717



# NOTICE OF ELECTION TO BE EXEMPT

Please refer to the written instructions prepared by the Division of Workers' Compensation before completing this form.

By filing this application, you elect to be exempt from the provisions of Chapter 440, Florida Statutes and waive any right you may have to workers' compensation benefits in the State of Florida should you become injured on the job. Any person who knowingly and with intent to injure, defraud, or deceive the Division or any employer, employee, or insurance company or purposes program, files a Notice of Election to be Exempt containing any false or misleading information is guilty of a felony of the third degree. Certain documentation is required by law to be attached to this application—refer to the instruction sheet for more details.

I am applying for exemption as a (check only one box in this section):

☐ CONSTRUCTION INDUSTRY (\$ 50.00 FEE REQUIRED)

☐ Sole Proprietor ☐ Partner ☐ Corporate Officer (your corp. title: \_\_\_\_\_)

☐ NON-CONSTRUCTION INDUSTRY (NO FEE REQUIRED)

☒ Corporate Officer (your corp. title: PRESIDENT)

CORPORATE OFFICERS AND PARTNERS: List the registration number of your business on the Division of Workers' Compensation Department of State's Office (NOTE: your partnership may not have one, but all corporations must have one, if your partnership doesn't have one, state "N/A"): P 964051386 P96000051386

THIS EXEMPTION APPLICATION APPLIES ONLY TO THE PERSON SIGNING THE APPLICATION AND ONLY FOR THE BUSINESS ENTITY LISTED IN THE FOLLOWING SECTION

Business Name: <u>CHET'S INC.</u>		Trade Name: d/b/a; or a/k/a: <u>PALM BEACH TRAINING CENTER</u>	
Business Mailing Address: <u>724 COPPERFIELD CIR.</u>		City: <u>L. WORTH</u>	State: <u>FL</u> Zip: <u>3346</u>
County: <u>PALM BCH</u>	Phone No.: <u>(561) 965-2939</u>	Nature of Business: <u>WATER SKIING</u>	FEIN: <u>65-068133</u>
Unemployment Compensation Tax No: _____	Date Business Established: <u>9-30-96</u>	No. of Employees: <u>0</u>	

Are you required to be registered or certified pursuant to Chapter 489, F. S.? ☐ No ☒ Yes: list all certified or registered licenses issued to you pursuant to Chapter 489, Florida Statutes OCCUPATIONAL

Are you or a qualifier for your business required by the county or the municipality in which your business mailing address is located to have an occupational license for the business which is the subject of this application? ☐ No ☒ Yes: YOU MUST ATTACH A COPY OF A CURRENT OCCUPATIONAL LICENSE

Are you employed by any sole proprietorship, partnership, corporation or business entity other than the business to which this application applies? ☒ NO ☐ YES list the name of all other businesses in which you are employed:

**AFFIDAVIT OF APPLICANT:** I hereby certify that the information contained herein is true and correct to the best of knowledge and belief; that this election does not exceed exemption limits for corporate officers or partners as provided in § Florida Statutes; and that I will secure the payment of workers' compensation benefits, pursuant to Chapter 440, Florida Statutes for any employee I now have or may hereinafter acquire, for which my business is required by Florida law to secure such benefits.

TYPE/PRINT NAME OF PERSON APPLYING FOR EXEMPTION SHERRY RALEY SOCIAL SECURITY NO. 212-70-3273 mo. 7 day 11 DATE OF BIRTH 3/21/02

APPLICANT'S SIGNATURE Sherry Raley DATE SIGNED 3/21/02

NOTARY STATE OF FLORIDA, COUNTY OF PALM BEACH

Sworn to and subscribed before me this 1 day of APRIL, 2002, by SHERRY DOSS RALEY

Personally Known ☐ OR Produced Identification ☒ Type of Identification Produced FL DRIVER'S LICENSE

NOTARY SIGNATURE B. Prabhaker R. My Commission Expires \_\_\_\_\_

(SEE REVERSE FOR ADDITIONAL INFORMATION)

LES FORM BCM-250 Revised September, 2001

