

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 18, 2016

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 approve: Second Amendment to Contract No. 800014/LS with Chet's, Inc., located in Boynton Beach, Florida, providing professional water ski instruction at Burt Aaronson South County Regional Park renewing the contract for one year to begin October 1, 2016, and to expire September 30, 2017.

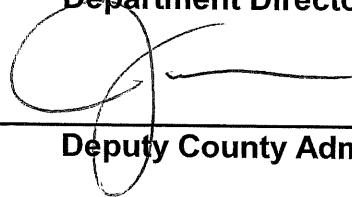
Summary: On September 30, 2014, Palm Beach County entered into a Contract for consulting/professional services (R2014-1780) with Chet's, Inc., to provide a complete water skiing school program at Burt Aaronson South County Regional Park. The Contract provided an initial one year term, which expired on September 30, 2015, with four one year renewal options. This Second Amendment renews the Agreement for the second option period of October 1, 2016, through September 30, 2017. The total annual revenue for this Second Amendment is \$12,420. Article 10-Insurance Requirements, Article 13-Remedies and Article 31-Public Records, are also amended to update it with the current required language. All other terms of the contract remain the same. 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 2009 and in 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 recommended exercising the second extension of the contract to provide for one (1) additional year of continued service. Two additional renewal options remain on the contract.

Attachment: Second Amendment to Contract

Recommended by: 
Department Director

9-20-16
Date

Approved by: 
Deputy County Administrator

10-17-16
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(12,420)</u>	<u>-0-</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>
NET FISCAL IMPACT	<u>(12,420)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				


Is Item Included in Current Budget? Yes No

Budget Account No.: Fund 0001 Department 580 Unit 5111
Revenue Source 4729 Program N/A

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

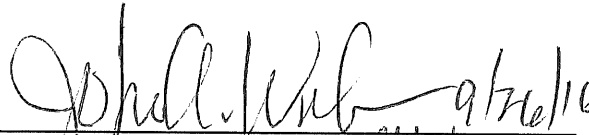
FUND: General Fund
UNIT: Aquatics

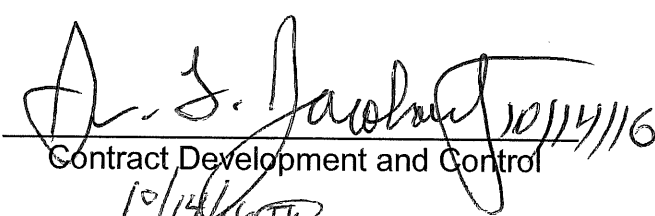
Parks & Recreation Other Fees 0001-580-5111-4729 (\$12,420)

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 9/26/16
OFMB 8/29/22 9/24

 10/14/16
Contract Development and Control
10/14/16

B. Legal Sufficiency:

 10/17/16
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

**SECOND AMENDMENT
TO CONTRACT FOR
SKI SCHOOL CONCESSION AT SOUTH COUNTY REGIONAL PARK
(CONTRACT No. 800014/LS)**

THIS SECOND AMENDMENT, dated _____ 2016, to CONTRACT No. 800014/LS, dated September 30, 2014 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and CHET'S INC., located at 9075 Tresmore Court, Boynton Beach, Florida, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose Federal I.D. number is 65-0681333.

WITNESSETH:

WHEREAS, the parties have entered into that certain CONTRACT dated September 30, 2014, as amended on December 15, 2015, hereinafter referred to as the "CONTRACT", whereby the CONTRACTOR is to provide professional water ski instruction to all levels of people, and to provide all necessary equipment; and

WHEREAS, the parties amended the CONTRACT on December 15, 2015 by extending the term of the CONTRACT to September 30, 2016 and updating contract requirements; and

WHEREAS, the parties desire to renew the CONTRACT for the period October 1, 2016 through September 30, 2017 with two (2) one (1) year renewal options remaining; and

WHEREAS, the parties desire to amend the CONTRACT by adding a public records section as required by the Florida Public Records Act; and

WHEREAS, entering into this amendment serves a public purpose.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. ARTICLE 2 – SCHEDULE is hereby amended as follows:

The CONTRACTOR shall commence services on October 1, 2014, and complete all services by September 30, 2017, with two (2) one (1) year options for renewal remaining.

2. ARTICLE 10 – INSURANCE REQUIREMENTS is hereby amended as follows:

G. Certificate(s) of Insurance Prior to execution of this CONTRACT by the CONTRACTOR, CONTRACTOR shall deliver to the COUNTY's representative as identified in Article 26, via the Insurance Company/Agent a signed 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. During the term of the CONTRACT and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to ITS at psc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum ten (10) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

3. ARTICLE 13 – REMEDIES is hereby amended as follows:

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 a court of competent jurisdiction

located in Palm Beach County, Florida. 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 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.

4. ARTICLE 31- PUBLIC RECORDS is hereby added as follows:

Public Records: Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONTRACTOR shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the CONTRACTOR is specifically required to:

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY EMAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

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

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Mary Lou Berger, Mayor

WITNESSES:

CONTRACTOR

Wendy Stacy
Signature

Chet's Inc.
Company Name

Wendy Stacy
Name (type or print)

BY: Chet Raley
Signature

WITNESSES:

Chet Raley
Typed name

[Signature]
Signature

President
Title

Laurie C. Schobelack
Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: _____
Eric Call, Director
Parks and Recreation Department



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2016

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).

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


COVERAGES **CERTIFICATE NUMBER:** CL1682602026 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	CML014350776	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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.

CERTIFICATE HOLDER Palm Beach County, Board of County Commiss a Political Subdivision of the State of Fl it's Officer's, Employees and Agents. c/o Parks and Rec Department 2700 Sixth Ave South Lake Worth, FL 33461	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE C Spangler/CASS 
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