

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

Meeting Date:	December 6, 2022	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF



Motion and Title: Staff recommends motion to approve: First Amendment to Concessionaire Lease Agreement with Kayak-King Watersports, Inc. for the continued management and operations of the water sports and recreational rental concession at Okeeheelee Park from February 4, 2023 to February 3, 2025 at a Guaranteed Annual Rate (GAR) of \$8,701.91.

Summary: On February 4, 2020, the Board of County Commissioners (Board) approved the Concessionaire Lease Agreement (R2020-0124) with Kayak-King Watersports, Inc. (Kayak-King) for the management and operations of the water sports and recreational rental concession at Okeeheelee Park for an initial term of three (3) years, expiring on February 3, 2023. Pursuant to the Agreement, Kayak-King has the option to exercise two (2) extensions for a period of two years each. Kayak-King provided the County with a notice of its intent to exercise the first option to extend the term of the Agreement through February 3, 2025, with one (1) 2-year extension option remaining. The current GAR is \$8,531.28/year, which will increase by 2% annually effective February 4, 2023, for a new GAR of \$8,701.91/year. This amendment also updates certain standard provisions required in County agreements. All other terms and conditions shall remain the same. Parks & Recreation will continue to have administrative responsibility for this Agreement. **(Property Real Estate Management) District 2 (HJF)**

Background and Justification: In June 2019, the County issued a Request for Proposal (RFP) to provide Concessionaire Services at Okeeheelee Park; Kayak-King was awarded the contract. The initial amount of the GAR was \$8,200 per year with an annual 2% adjustment. In addition, Kayak-King pays a commission fee calculated as per the procedure established in the Agreement. Kayak-King provided the Disclosure of Beneficial Interests (Disclosure). The Disclosure identifies Annette Arriaga with 51% interest and Roger Roque with 49% interest.

Attachments:

1. Location Map
2. First Amendment to Agreement
3. First Option to Extend Letter
4. Budget Availability Statement
5. Disclosure of Beneficial Interests

Recommended By:		11/03/22
	Department Director	Date
Approved By:		11/17/22
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Two Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$5,680)	(\$8,767)	(\$3,033)	(\$-0-)	(\$-0-)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$5,680)	(\$8,767)	(\$3,033)	(\$-0-)	(\$-0-)
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No


Does this item include the use of federal funds? Yes No

Budget Account No: Fund 0001 Dept 580 Unit 5111 OBJ: 4729 SUB OBJ: 18

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

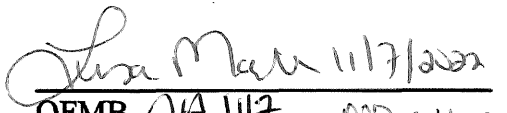
The option to extend the Concessionaire Lease Agreement is for two (2) years. The GAR is \$8,701.91 (\$725.16 per month), with annual 2% increases, plus a commission fee equal to the amount by which 10% of the monthly gross revenue exceeds the monthly installment of the GAR. The above does not include the commission fee.

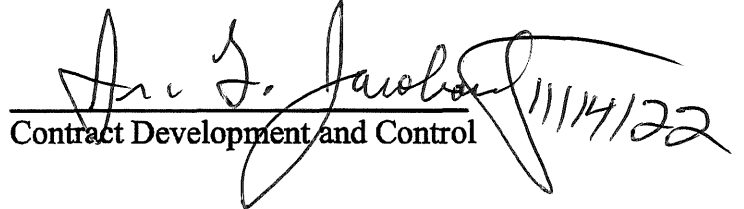
Fixed Asset Number _____

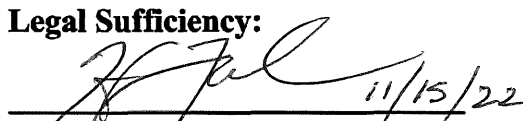
C. Departmental Fiscal Review: 

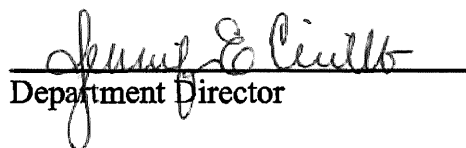
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB JA 11/7 MB 11-7
 EDW 11-7


 Contract Development and Control 11/14/22

B. Legal Sufficiency:

 Assistant County Attorney 11/15/22

C. Other Department Review:

 Department Director

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



00-42-43-27-05-012-0350



LOCATION MAP

Attachment #2
First Amendment to Agreement 2@ 3 pages each

**FIRST AMENDMENT
TO CONCESSIONAIRE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT (R2020-0124), (the “First Amendment”) is made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (“County”) and **KAYAK KING WATERSPORTS, INC.**, a Florida Corporation, (“Concessionaire”).

WITNESSETH:

WHEREAS, County and Concessionaire entered into that certain Concessionaire Lease Agreement dated February 4, 2020 (R2020-0124) (the “Agreement”) for the operation of a water sports and recreational rental concession within Okeechiee Park (“Park”) in West Palm Beach for a term of three (3) years with two extension options of two (2) years each; and

WHEREAS, the Term of the Agreement currently expires on February 3, 2023.

WHEREAS, Concessionaire has provided County with written notice that Concessionaire wishes to exercise the first of two available two (2) year renewal options; and

WHEREAS, County wishes to amend the Agreement to incorporate certain language required by County; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement, as amended.
2. The Term of the Agreement is hereby extended to February 3, 2025, pursuant to the exercise of the first renewal option for two (2) years.
3. The parties agree that the Guaranteed Annual Rent will increase pursuant to Section 2.02 as of the effective date of this amendment, February 4, 2023, to Eight Thousand Seven Hundred One Dollars and Ninety-one cents (\$8,701.91), and will continue to increase on each anniversary date of the Commencement Date, as set forth in Section 2.02 of the Agreement.
4. The Agreement is hereby modified to add the following:

Section 19.27 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The County may execute the Agreement through electronic or manual means. Concessionaire shall execute by manual means only, unless the County provides otherwise.

5. Except as set forth herein, the Agreement, as amended by this First Amendment, remains unrevised and in full force and effect, and the parties hereby ratify, confirm, and adopt the Agreement, as amended, hereby.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date set forth above.

Signed in the presence of:

CONCESSIONAIRE:

KAYAK KING WATERSPORTS, INC., a Florida Corporation

By: Annette Arriaga
Signature

Annette Arriaga
(Print Name and Title)

(SEAL)

[Signature]
Signature of Witness

Sharon Ansley
Print Name of Witness

[Signature]
Signature of Witness

ROGER ROQUE
Print Name of Witness

ATTEST:

COUNTY:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Chief Assistant County Attorney

By: [Signature]
Department Director

**Kayak-King WaterSports Inc.
Okeehseele Boat Rentals
7566 Via Luria
Lake Worth, FL 33406
(561) 632-7969**

Sept 12th 2022

Email to KBrooks1@pbcgov.org

**Palm Beach County Board of County Commissioners
Parks & Recreation Department
2700 Sixth Avenue So.
Lake Worth, FL 33461**

To whom it may concern:

This letter is to inform you that Kayak King intends to renew its current lease as allowed in Section 1.05 of our Concessionalre Lease Agreement approved by the Board of County Commissioners on February 4, 2020 (R2020-0124).

Thank you for your time and cooperation regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger Roque". The signature is written in a cursive style with a vertical line to the left of the first few letters.

**Roger Roque
VP, Kayak-King WaterSports Inc.**



INTER-OFFICE COMMUNICATION
PARKS AND RECREATION DEPARTMENT

DATE: September 15, 2022

TO: Purvi Bhogaita, Director
Property & Real Estate Management

THRU: Eric Call, Director Parks and Recreation Department
Paul Connell, Director Special Facilities Division

FROM: Kirk Brooks, Manager
Support Service

SUBJECT: Option to Extend R2020-0124 (Section 1.05)

Eric

Paul D Connell

Kirk Brooks

Attached please find a letter to Palm Beach County (County) from Roger Roque, Vice President representing Kayak-King WaterSports Inc in reference to the above captioned matter. Kayak-King WaterSports Inc. wishes to exercise his first of two extensions for a period of two-years granted under and pursuant to the Concessionaire Lease Agreement (R2020-0124), as is amended by the First Amendment to the Concessionaire Lease Agreement.

Mr. Roque has been an exemplary concessionaire serving kayak, canoe and bicycle patrons of Okeehreece Park. Your Division's assistance in preparing the Amendment and the Agenda Item Summary would be appreciated. Thank you for your attention to this matter. If you have any questions or require additional information please advise.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 9/27/22

REQUESTED BY: Lory Delgado
Real Estate Specialist/PREM

PHONE: (561) 233-0214

FAX: (561) 233-0210

PROJECT TITLE: Okeehetee Park Concession
Kayak King – Lease Renewal Option 1 of 2

PROJECT NO.:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$5,680)	(\$8,767)	(\$3,033)	(\$-0-)	(\$-0-)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$5,680)	(\$8,767)	(\$3,033)	(\$-0-)	(\$-0-)
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

BUDGET ACCOUNT NUMBER

FUND: 0001 DEPT: 580 UNIT: 5111 OBJ: 4729 SUB OBJ: 18

IS ITEM INCLUDED IN CURRENT BUDGET: YES _____ NO _____

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

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

Department: Parks & Recreation Department

BAS APPROVED BY: Paul D Connell

DATE: 9/30/22

ENCUMBRANCE NUMBER: _____

The information below justifies the figures listed on the attached BAS for Okeehelie Park Concession – Kayak-King – Lease Renewal Agreement; Option 1 of 2, pursuant to the First Amendment, commencing 02/04/2023 the annual rent shall adjust by 2% annually.

A. Two Year Summary of Fiscal Impact:

	2023	2024	2025	2026	2027
Fiscal Years					
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(\$5,680)</u>	<u>(\$8,767)</u>	<u>(\$3,033)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$5,680)</u>	<u>(\$8,767)</u>	<u>(\$3,033)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

FY2023:

- The current GAR is \$8,531.28, and is set to expire on February 3, 2023. Any fractional of a month will be calculated on the basis of a 30 day month and paid on a per diem basis; and increases by two percent (2%) annually.
- $\$8,531.28 \times 102\% = \$8,701.91 \text{ annual} \div 12 = \$725.16 \text{ per month} \div 30 = \24.17 per diem
- 02/04/23 – 02/28/23 = 25 days x \$24.17 = \$604.25
- 03/01/23 – 09/30/23 = 7 months x \$725.16 = \$5,076.12
- $\$604.25 + \$5,076.12 = \$5,680.37$

FY2023 TOTAL = \$5,680.37

FY2024

- 10/01/23 – 01/31/24 = 4 months x \$725.16 = \$2,900.64
- 02/01/24 – 02/03/24 = 3 days x \$24.17 = \$72.51
- $\$8,701.91 \times 102\% = \$8,875.95 \text{ annual} \div 12 = \$739.66 \text{ per month} \div 30 = \24.66 per diem
- 02/04/24 – 02/28/24 = 25 days x \$24.66 = \$616.50
- 03/01/24 – 09/30/24 = 7 months x \$739.66 = \$5,177.62
- $\$2,900.64 + \$72.51 + \$616.50 + \$5,177.62 = \$8,767.27$

FY2024 TOTAL = \$8,767.27

FY2025

- 10/01/24 – 01/31/25 = 4 months x \$739.66 = \$2,958.64
- 02/01/25 – 02/03/25 = 3 days x \$24.66 = \$73.98
- $\$2,958.64 + \$73.98 = \$3,032.62$

FY2025 TOTAL = \$3,032.62

Attachment #5
Disclosure of Beneficial Interests

CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

1. Affiant is the PRESIDENT (position - i.e. president, partner, trustee) of LAJAS LINS WATERSPORTS INC (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Concessionaire") which entity is providing concession services on the real property legally described on or depicted in the attached Exhibit "A" (the "Premises").

2. Affiant's address is: 1338 VICTORIA DR
W. PALM BEACH, FL 33406

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

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

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its entering into a Concessionaire Lease Agreement for the Premises.

FURTHER AFFIANT SAYETH NAUGHT.

Annette Arriaga, Affiant
Print Affiant Name: ANNETTE ARRIAGA

The foregoing instrument was sworn to, subscribed and acknowledged before me this 30 day of July, 2019, by Annette Arriaga [who is personally known to me or who has produced _____ as identification and who did take an oath.



Juan Diaz
Notary Public
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 4-8-20

EXHIBIT "A"
CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS
PREMISES

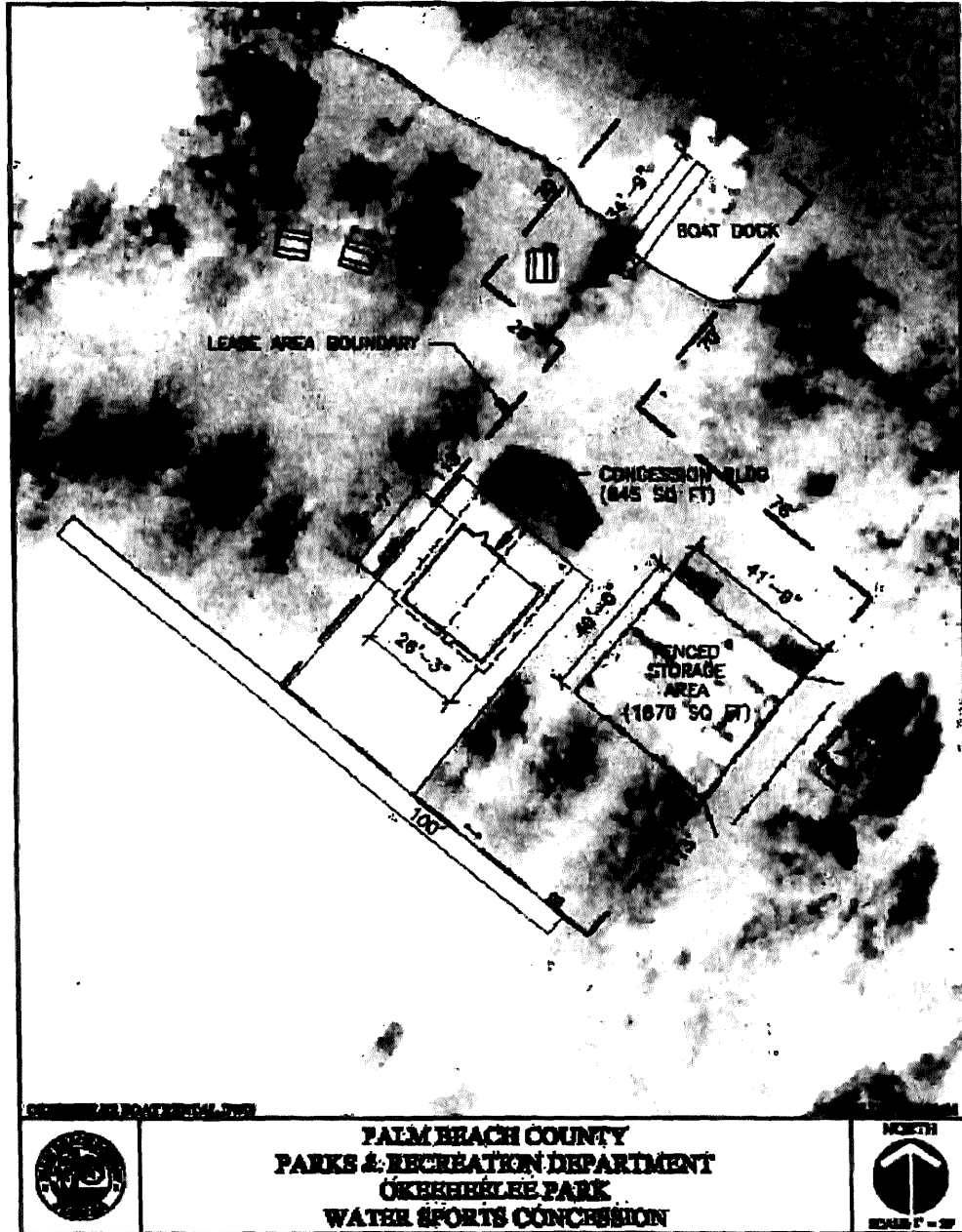


EXHIBIT "B"
CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS
SCHEDULE TO BENEFICIAL
INTERESTS

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

NAME INTEREST	ADDRESS	PERCENTAGE OF
------------------	---------	---------------

ANNETTE ARRIAGA		51%
1338 VICTORIA DR		
W. PALM BCH FL 33406		

ROGER ROGUE		49%
1338 VICTORIA DR		
W. PALM BCH FL 33406		