

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 10, 2025

[X] 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 receive and file: an executed Recreation Instructor Services Agreement (Agreement) with Chet's Inc. (Instructor), to provide professional water ski instruction at Burt Aaronson South County Regional Park. The Agreement is for \$12,420 annually (\$1,035 per month) for a term of one (1) year, retroactive to October 1, 2024, through September 30, 2025, with four (4) one (1) year renewal options.

Summary: On November 12, 2024, the Parks and Recreation Department (Parks) entered into an Agreement with the Instructor to provide a water ski instruction program at Burt Aaronson South County Regional Park. The Instructor was selected based on their extensive experience in world-renowned water ski instruction and a history of providing satisfactory services. The term of the Agreement is from October 1, 2024, through September 30, 2025, with four (4) one (1) year renewal options. In accordance with PPM CW-O-051, all delegated agreements must be submitted by the initiating department as a receive and file agenda item. This Agreement has been fully executed on behalf of the Board of County Commissioners (BCC) by the Director of Purchasing, pursuant to Section 2.53(e) of the Purchasing Code and is now being submitted to the BCC as a receive and file agenda item. District 5 (AH)

Background and Justification: Parks operates a ski lake within Burt Aaronson South County Regional Park specifically for water ski instruction and related programming. To procure these services, Requests for Submittals were previously issued in 1999, 2009, and 2014.

Attachment: Recreation Instructor Services Agreement

Recommended by: 
Department Director

5/7/25
Date

Approved by: 
Assistant County Administrator

5/13/25
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(12,420)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(12,420)	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	X	No	_____	_____
Does this item include use of Federal Funds?	Yes	_____	No	X	_____
Does this item include use of State Funds?	Yes	_____	No	X	_____

Budget Account No.: Fund 0001 Department 580 Unit 5111
Revenue Source 4729-18 Program N/A

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

The financial impact will be monthly revenue of \$1,035, for a total agreement amount of \$12,420 for the period October 1, 2024 to September 30, 2025.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Shirley Mante 5/7/2025
OFMB OB 5/7 QA 5/7

Brenda Brach 5/8/25
Contract Development and Control

B. Legal Sufficiency:

Anne Delmont 5-8-25
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 RECREATION INSTRUCTION SERVICES

This Contract is made as of November 12, 2024 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 for profit corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 65-068133.

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 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 James R. Davis, telephone no. 561-966-6630.

The CONTRACTOR's representative / liaison during the performance of this Contract shall be Chet Raley, telephone no. 561-909-7022.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services retroactively on October 1, 2024 and complete all services by September 30, 2025, with the option to renew four (4) additional one (1) year periods, upon written consent of both parties.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibit A**.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

The CONTRACTOR shall pay to the COUNTY payments of One Thousand Thirty-Five dollars (\$1,035.00) per month, for the term of the contract and any renewals, plus applicable State 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. Payments not received by the tenth (10th) of each month shall be considered past due and subject to a five percent (5%) late fee per month until paid.

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.

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 COUNTY and the CONTRACTOR in order to minimize the disruption of the ski instruction programs. CONTRACTOR shall not be entitled to proration of rent for this closure. Should development work surrounding the ski lake require the shutdown of the water ski school activities on the lake, the COUNTY shall give thirty (3) days written notice to the CONTRACTOR. CONTRACTOR shall be relieved of the obligation to make payments to the COUNTY during the time the lake is closed.

Should the ski lake become unusable due to damage caused by fire, hurricane, storms, Acts of God or any other reason, this Contract may 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 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 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 cause upon five (5) business days' written notice to the CONTRACTOR or without cause upon ten (10) business days' 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, except as otherwise directed by the County in writing, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.

- B. Terminate and settle all orders and subcontracts 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 under this Contract 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.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in **Exhibit A**, must be made known to the County's representative and written approval must be granted by the County's representative before said change or substitution can become effective.

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 permitted 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

The CONTRACTOR shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. 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. CONTRACTOR agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- B. Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with chapter 440, Florida Statutes, as may be amended.
- C. Waiver of Subrogation:** Except where prohibited by law, CONTRACTOR hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. 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, then CONTRACTOR shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- D. Certificates of Insurance:** On execution of this Contract, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Contract, the CONTRACTOR shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners
c/o Parks and Recreation Department
Aquatics Division ATTN.: James R. Davis
2700 Sixth Avenue South
Lake Worth, Florida 33461

- E. Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- F. Right to Revise or Reject:** 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, coverage, or endorsements.

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 the CONTRACTOR's performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

This article shall survive termination or expiration of this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS; ASSIGNMENT

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 – LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES

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 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, as may be amended. 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, as may be amended, 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 may be 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; OFFICE OF THE INSPECTOR GENERAL

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The County shall have access to such books, records, and documents as required in this article 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 sections 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, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONTRACTOR represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR shall include this language in its subcontracts.

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 sections 287.132-133, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR 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 section 287.133(3)(a), Florida Statutes.

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 ATTN: James R. Davis
2700 Sixth Avenue South
Lake Worth, Florida 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, Florida 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 the "Modifications of Work" article of this Contract.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as may be amended. The CONTRACTOR is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. County staff representing the County department will contact the CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Contract and return them to the County. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the County within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the CONTRACTOR if the CONTRACTOR 1) does not comply with the requirements of County Code sections 2-371 - 2-377, as may be amended; 2) does not contact the County regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

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

As provided in section 287.135, Florida Statutes, as may be amended, 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 that boycott Israel List, or is engaged in a boycott of Israel, pursuant to

section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the County.

ARTICLE 31 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if the CONTRACTOR: (i) provides a service; and (ii) acts on behalf of the County as provided under section 119.011(2), Florida Statutes, as may be amended, the CONTRACTOR shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. 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, Florida Statutes, 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 to 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 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 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, Florida Statutes, 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 E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 32 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The County may execute the Contract through electronic or manual means. CONTRACTOR shall execute by manual means only, unless the County provides otherwise.

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subcontractors performing the duties and obligations of this Contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(f), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

County shall terminate this Contract if it has a good faith belief that CONTRACTOR has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that CONTRACTOR's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify CONTRACTOR to terminate its contract with the subcontractor and CONTRACTOR shall immediately terminate its contract with the subcontractor. If County terminates this Contract pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by County as a result of the termination.

ARTICLE 34 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the CONTRACTOR certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 35 – HUMAN TRAFFICKING AFFIDAVIT


CONTRACTOR warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CONTRACTOR has executed **Exhibit “B”**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the County; and an authorized official of the CONTRACTOR has made and executed this Contract on behalf of the CONTRACTOR.

**PALM BEACH COUNTY, FLORIDA ON
BEHALF OF BOARD OF COUNTY
COMMISSIONERS:**

**BY MELODY THELWELL
DIRECTOR OF PURCHASING**

By: 
Melody Thelwell, Purchasing Director

WITNESS:

Mary Annalora 10-18-24
Signature Date

MARY ANNALORA
Print

CONTRACTOR: CHET'S INC

Chet Paley 10/18/24
Signature Date

Chet Paley
Print
Owner - President
Title

**APPROVED AS TO TERMS AND
AND CONDITIONS:**

Director- Parks & Recreation Department

 11/4/24
Signature Date

**APPROVED AS TO
LEGAL SUFFICIENCY**

Senior Assistant County Attorney

Arne Delmont 10-23-24
Signature Date

EXHIBIT "A"

SCOPE OF SERVICES

CONTRACTOR shall provide a complete Water Ski Instruction Program at the Burt Aaronson South County Regional Park maximizing the utilization of the complex and providing quality, customer oriented public water skiing opportunities. CONTRACTOR shall provide a complete water skiing Instruction 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 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 provide 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 scheduling 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 water ski program 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 CONTRACTORS sole compensation for closings shall be proration of revenue for any days when the lake is closed for an entire day 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.
- 4.8 **Revenue**
- 4.8.1 CONTRACTOR'S identified monthly revenue to the County shall be payable from the date identified as start date of the Contract. Said monthly revenue shall be for the right to operate on the Premises.
- 4.8.2 Payments are due the first day of each month. Payments not received by the tenth (10th) day of the month are past due and subject to five percent (5%) monthly late fee per month until paid.
- 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), skies, 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 instruction activities on the lake, the County shall give thirty (30) days written notice to cease water ski instruction 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 instruction program 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 instruction program.

4.13 **Qualifying Water Ski Tournaments**

- 4.13.1 CONTRACTOR may hold small qualifying water ski tournaments, not to exceed four (4) per year and twenty five (25) participants per event.
- 4.13.2 CONTRACTOR must notify the Aquatics Director, in writing, a minimum of four (4) weeks prior to the proposed qualifier date. The Aquatics Director will respond in writing within five (5) business days of receiving notification.

(Remainder of Page Intentionally Left Blank)

EXHIBIT "B"

**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Chet's Inc.
(Consultant) and attest that Consultant does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Chet Raley
(signature of officer or representative)

Chet Raley
(printed name and title of officer or representative)

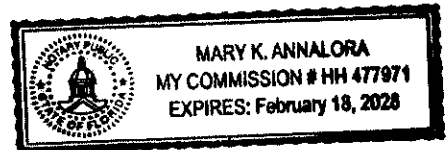
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this,
18 day of OCTOBER 2024, by CHET RALEY.

Personally known ☐ OR produced identification ☒.

Type of identification produced FL DRIVERS License.

Mary K. Annalora
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2025

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 have ADDITIONAL INSURED provisions or 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

12935 S West Bayshore Dr

Ste 205

Traverse City MI 49684

CONTACT NAME: Renee Kiersey

PHONE (A/C, No, Ext): (800) 748-0224

FAX (A/C, No):

E-MAIL ADDRESS: rkiersey@globaimarineinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Swiss Re Corp Solutions America Ins Corp	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Chet's Inc, DBA: Palm Beach Training Center

9075 Tresmore Ct

Boynton Beach FL 33472

COVERAGES

CERTIFICATE NUMBER: CL2532615572

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><div><input type="checkbox"/> CLAIMS-MADE</div><div><input checked="" type="checkbox"/> OCCUR</div></div></div>	Y	Y	50M200003705	04/01/2025	04/01/2026	EACH OCCURRENCE	\$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000		
	MED EXP (Any one person)						\$ 5,000		
	PERSONAL & ADV INJURY						\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	<div><input type="checkbox"/> POLICY</div> <div><input type="checkbox"/> PRO-JECT</div> <div><input type="checkbox"/> LOC</div>						PRODUCTS - COMP/OP AGG	\$ 1,000,000	
	OTHER:								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<div><div><input type="checkbox"/> ANY AUTO</div><div><input type="checkbox"/> OWNED AUTOS ONLY</div><div><input type="checkbox"/> HIRED AUTOS ONLY</div></div> <div><div><input type="checkbox"/> SCHEDULED AUTOS</div><div><input type="checkbox"/> NON-OWNED AUTOS ONLY</div></div>						BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DED							\$	
	RETENTION \$						PER STATUTE	OTH-ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
A	Protection & Indemnity Liability			50M200003705	04/01/2025	04/01/2026	\$1,000 Deductible	\$1,000,000	
	Watersport Liability							\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder, Palm Beach County, Board of County Commissioners, a Political Subdivision of the State of Florida, it's Officer's, Employees and Agents is included as additional insured with respect to the above captioned general liability per terms/conditions of actual policy & by written contract for Waterski/Wakeboard Instruction operation located at 11200 Park Access Rd, Boca Raton, FL 33498

CERTIFICATE HOLDER

Palm Beach County

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

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