

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 17, 2024

Consent Regular
 Ordinance Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Second Amendment to the Agreement between Palm Beach County and the Ski Club of the Palm Beaches, Inc. (Ski Club), for the cooperative maintenance, management and use of the water ski lakes at Okeeheelee Park. This Amendment exercises the second renewal option for the period of October 7, 2024 through October 6, 2029.

Summary: On October 7, 2014, the County entered into a five (5) year agreement (R2014-1507) with the Ski Club for the cooperative maintenance, management and use of the water ski lakes at Okeeheelee Park. The Agreement included two (2) five (5) year renewal options. On October 8, 2019, the parties executed the First Amendment (R2019-1549), which exercised the first of two renewal options extending the Agreement through October 6, 2024; changed the termination clause from ninety days to twelve months; updated the nondiscrimination, criminal history records check, public records and the hazardous material provisions. This Second Amendment exercises the final remaining five (5) year renewal option, extending the Agreement through October 6, 2029 and adds standard County provisions regarding counterparts, E-Verify employment eligibility and human trafficking affidavit. There is no cost to the County. District 2 (AH)

Background and Justification: On August 9, 1983, the County entered into an agreement (R83-855) with the Ski Club for the design, construction and use of the water ski courses and appurtenant structures at Okeeheelee Park. On August 24, 1999, the agreement was amended (R99-1572D) for an additional 15 years. On October 7, 2014, the County entered into a five (5) year agreement (R2014-1507) with two (2) five (5) year renewal options for the cooperative maintenance, management and use of the water ski lakes at Okeeheelee Park. On October 8, 2019 the parties executed a First Amendment to the Agreement which exercised the first renewal option extending the Agreement through October 6, 2024; changed the termination clause from ninety days to twelve months; updated the nondiscrimination, criminal history records check, public records and the hazardous material provisions. The Ski Club and the Department have worked cooperatively to ensure that the lakes and structures are properly maintained and used. The Ski Club has voluntarily provided funding and labor for this maintenance. They also host local, state, national, and international tournaments on the lakes bringing many visitors to Palm Beach County. The participation and cooperation of the Ski Club, since the creation of the Okeeheelee Ski Lakes, has made it possible for the Department to provide this world class facility.

Attachment: Second Amendment

Recommended by: 
Department Director

8/21/2024
Date

Approved by: 
Assistant County Administrator

9/3/24
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>*-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes _____	No _____		<u>X</u>
Does this item include use of Federal Funds?		Yes _____	No _____		<u>X</u>
Does this item include use of State Funds?		Yes _____	No _____		<u>X</u>

Budget Account No.: Fund _____ Department _____ Unit _____
 Revenue _____ Object _____ Program _____

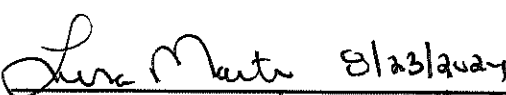
B. Recommended Sources of Funds/Summary of Fiscal Impact:

*There is no additional fiscal impact associated with this item.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 8/23/24
 OFMB CR8/23 9A 8/23

 8/29/24
 Contract Development & Control
 Val 8/29/24

B. Legal Sufficiency:

 8/30/24
 Assistant County Attorney

C. Other Departmental Review:

 Department Director

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

SECOND AMENDMENT TO AGREEMENT BETWEEN PALM BEACH COUNTY AND SKI CLUB OF THE PALM BEACHES, INC.

THIS SECOND AMENDMENT TO THE AGREEMENT is made and entered into on _____ by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and SKI CLUB OF THE PALM BEACHES, INC., a Florida Not-for-Profit Corporation, hereinafter referred to as "CLUB".

WITNESSETH:

WHEREAS, on October 7, 2014, COUNTY and CLUB entered into an Agreement (R2014-1507) to cooperatively enhance and manage the water-ski courses and appurtenant structures at Okeeheelee Park, for the period of October 7, 2014 through October 6, 2019; hereinafter referred to as the Agreement; and

WHEREAS, on October 8, 2019, COUNTY and CLUB executed the First Amendment to the Agreement which exercised the first of two (2) five (5) year renewal options extending the term through October 6, 2024 and updated various standard County provisions; and

WHEREAS, COUNTY and CLUB desire to amend the Agreement to exercise the final remaining five (5) year renewal option extending the term of the agreement through October 6, 2029; and

WHEREAS, COUNTY has updated required standard agreement provisions regarding counterparts, E-Verify Employment and human trafficking affidavit provisions.

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

1. Section 9 of the Agreement is amended to state: The term of this Agreement shall begin on October 7, 2014 and continue through October 6, 2029 with no renewal options remaining.
2. The Agreement is hereby modified to add the following:

Section 49 – Counterparts: This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. CLUB shall execute by manual means only, unless the COUNTY provides otherwise.

Section 50 – E-Verify – Employment Eligibility: CLUB 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 CLUB's subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CLUB 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)(k), Florida Statutes, as may be amended. CLUB 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 Agreement which requires a longer retention period.

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

Section 51 – Human Trafficking Affidavit: CLUB warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CLUB has executed Exhibit D, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

Exhibit "A" – Nongovernmental Entity Human Trafficking Affidavit form.

3. Except as provided herein, each and every other term of the Agreement shall remain in full force and effect and the Agreement is reaffirmed as modified herein.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

ATTEST:
JOSEPH ABRUZZO, CLERK OF
THE CIRCUIT COURT & COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Signature

By: _____
Maria Sachs, Mayor

WITNESS

SKI CLUB OF THE PALM BEACHES INC

Mary K. Annalora 7-23-2024
Signature Date

By: Charlotte Melchers 7/23/2024
Signature Date

MARY K. ANNALORA
Print

Charlotte Melchers
Print

TREASURER
Title

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO
TERMS & CONDITIONS:

Senior Assistant County Attorney

Division Director

Anne Delmont 8-30-24
Signature Date

Dan Rios 7-25-24
Signature Date

Approved as to Terms and Conditions

By: Jimmy Scull

Department Director

EXHIBIT A

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 Ski Club of the Palm Beaches
(CLUB) and attest that CLUB 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.

Charlotte Melchers
(signature of officer or representative)

Charlotte Melchers Treasurer
(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, ___
23 day of July 2024, by CHARLOTTE MELCHERS


Personally known OR produced identification .

Type of identification produced FLDL

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



(Notary Seal)

CERTIFICATE OF INSURANCE		PRINT DATE:	8/4/2024		
		CERTIFICATE NUMBER:	202312191018350		
AGENCY:					
Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta, GA 30328 678-324-3300 (Phone), 678-324-3303 (Fax)		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
NAMED INSURED:		INSURERS AFFORDING COVERAGE:			
USA Water Ski & Wake Sports, Inc. Ski Club of the Palm Beaches 2701 Lake Myrtle Park Rd. Auburndale FL 33823		INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379			
POLICY/COVERAGE INFORMATION:					
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-IN-17-01338561-01	1/1/2024 12:01 AM	1/1/2025 12:01 AM	GENERAL AGGREGATE (Per Event) \$4,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	1-TRE-IN-17-01338562-01	1/1/2024 12:01 AM	1/1/2025 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:					
The certificate holder is an Additional Insured with respect to liability arising out of the negligence of the Named Insured as per the following endorsement: Additional Insured (Form RSCG 03 03).					
Coverage only applies with respect to tournaments, practices, exhibitions, clinics and related activities sanctioned and approved by USA Water Ski & Wake Sports, Inc.					
CERTIFICATE HOLDER:			NOTICE OF CANCELLATION:		
Palm Beach County Board of County Commissioners c/o Special Events Dept. 2700 Sixth Avenue So Lake Worth FL 33461			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:		
					

CERTIFICATE OF INSURANCE		PRINT DATE:	12/20/2023		
		CERTIFICATE NUMBER:	202312191018350		
AGENCY:					
Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta, GA 30328 678-324-3300 (Phone), 678-324-3303 (Fax)		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
NAMED INSURED:		INSURERS AFFORDING COVERAGE:			
USA Water Ski & Wake Sports, Inc. Ski Club of the Palm Beaches 2701 Lake Myrtle Park Rd. Auburndale FL 33823		INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379			
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	<input checked="" type="checkbox"/> Occurrence	1-TRE-IN-17-01338561-01	1/1/2024 12:01 AM	1/1/2025 12:01 AM	GENERAL AGGREGATE (Per Event) \$4,000,000
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			AUTHORIZED REPRESENTATIVE:		
			