

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
External Revenues	<u>(\$5,910)</u>	<u>(\$9,122)</u>	<u>(\$3,156)</u>	<u>(\$0-)</u>	<u>(\$0-)</u>
Program Income (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	<u>(\$5,910)</u>	<u>(\$9,122)</u>	<u>(\$3,156)</u>	<u>(\$0-)</u>	<u>(\$0-)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget: Yes No

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

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

Budget Account No: Fund 0001 Dept 580 Unit 5111-05 RSRC 4729
SUB RSRC18

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 \$9,053.47 (\$754.46 monthly), with annual 2% increases, plus 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 N/A

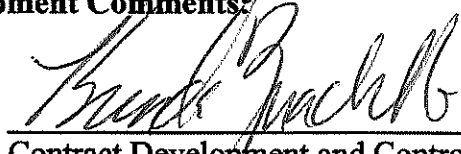
C. Departmental Fiscal Review:



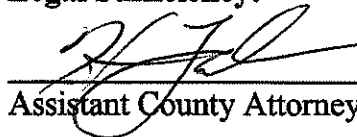
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 11/22/24
OFMB  11/21
EW 11-22-24

 12/3/24
Contract Development and Control
EG 11-25-24

B. Legal Sufficiency:

 12/4/24
Assistant County Attorney

C. Other Department Review:

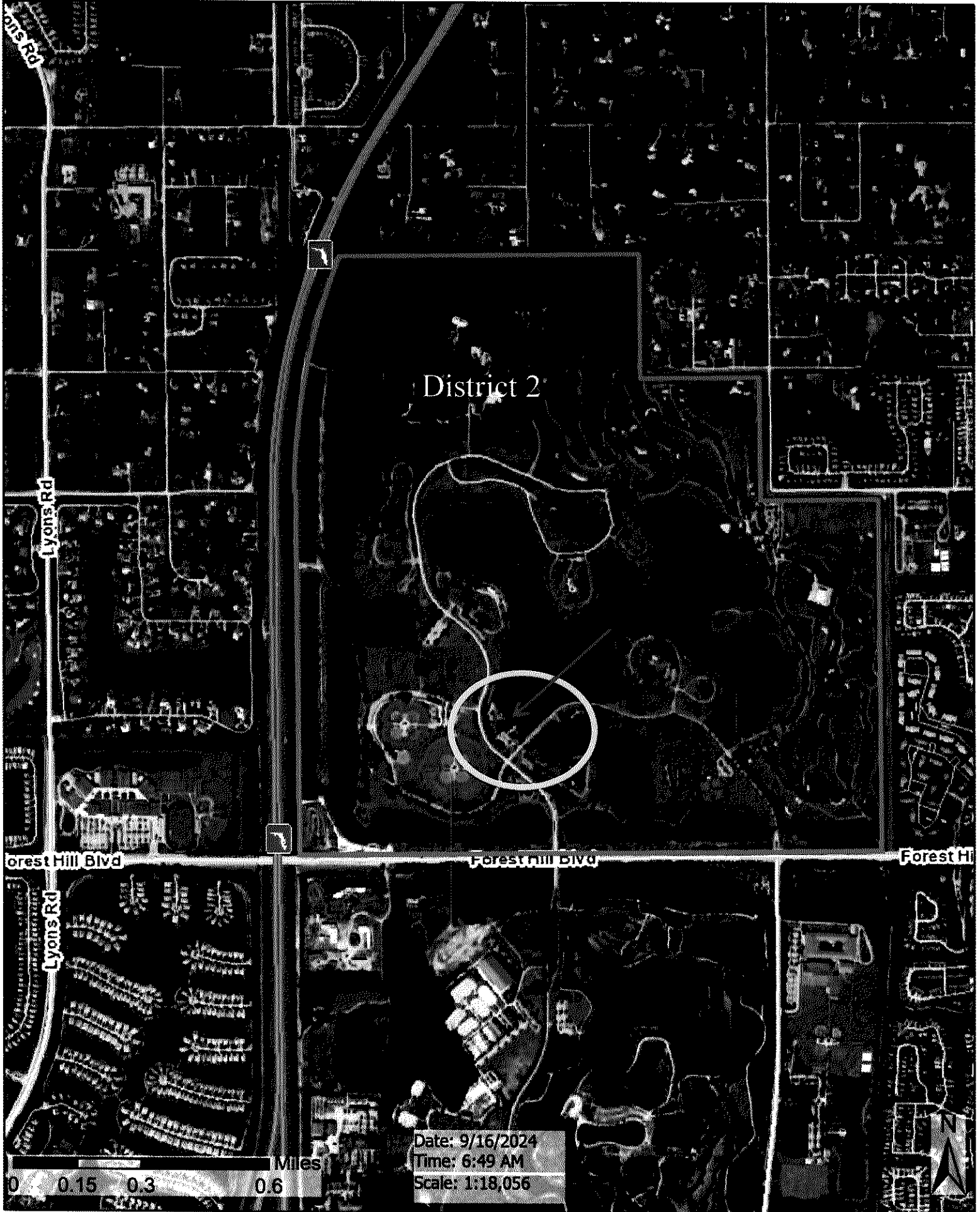

Department Director

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

LOCATION MAP

gf DOROTHY JACKS
CFA, AAS
Palm Beach County Property Appraiser

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



ATTACHMENT #1

ATTACHMENT #2
Second Amendment to Concessionaire Agreement (2 @ 3 pages)

**SECOND AMENDMENT
TO CONCESSIONAIRE LEASE AGREEMENT**

THIS SECOND AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT (R2020-0124), (the "Second Amendment") is made and entered into January 7, 2025, 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 (R2020-0124), as amended by the First Amendment dated December 6, 2022 (R2022-1439) (collectively, "Agreement") for the operation of a water sports and recreational rental concession within Okechee Park ("Park") in West Palm; and

WHEREAS, the Term of the Agreement currently expires on February 3, 2025; and

WHEREAS, Concessionaire has provided County with written notice that Concessionaire wishes to exercise the second of two available two (2) year renewal options; 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, 2027, pursuant to Tenant's exercise of the second renewal option for two (2) years.
3. The parties agree that on February 4, 2025 the Guaranteed Annual Rent will increase pursuant to Section 2.02 to Nine Thousand Fifty-Three Dollars and Forty-seven cents (\$9,053.47), and will continue to increase on each anniversary date of the Commencement Date, as set forth in Section 2.02 of the Agreement.
4. Except as set forth herein, the Agreement, as amended by this Second Amendment, remains unrevised and in full force and effect, and the parties hereby ratify, confirm, and adopt the Agreement, as amended, hereby.
5. **HUMAN TRAFFICKING AFFIDAVIT**. Concessionaire warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Concessionaire has executed a Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto.

[SIGNATURE APPEAR ON THE NEXT PAGE]

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

Signed in the presence of:

CONCESSIONAIRE:

KAYAK KING WATERSPORTS, INC., a Florida Corporation

By: *Annatt Arriaga*
Signature

Annatt Arriaga President
(Print Name and Title)

(SEAL)

[Signature]
Signature of Witness

Sharon Ansley
Print Name of Witness

[Signature]
Signature of Witness

Damion Greenaway
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: _____
Maria G. Marino, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: *[Signature]*
Chief Assistant County Attorney

By: *[Signature]*
Department Director

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Kayak King Water Sports Inc.
(CONTRACTOR) and attest that CONTRACTOR 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.**

Annette Arriaga
(signature of officer or representative)

Annette Arriaga
(printed name of officer or representative)

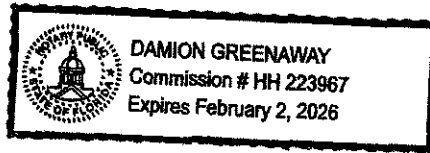
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 3 day of October, 2024, by Annett Arriaga.

Personally known OR produced identification .

Type of identification produced _____.

Damion
NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

ATTACHMENT #3
Second Option to Extend Letter (1 page)

Kayak-King WaterSports Inc.
Okeeheelee Boat Rentals
1338 Victoria Drive
West Palm Beach, FL 33406
(561) 632-7969

August 26, 2024

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 Watersport's, Inc. intends to renew its current lease as allowed in Section 1.05 of our Concessionaire Lease Agreement approve by the Board of County Commissioners on February 4, 2020 (R2020-0124) and amended by R-2022-1439.

Thank you for your time and cooperation regarding this matter.

Sincerely,



Annette Arriaga
President, Kayak-King WaterSports Inc.

ATTACHMENT #4
Budget Availability Statement (1 page)

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 10/2/24

REQUESTED BY: Della M. Lowery
Real Estate Specialist/PREM

PHONE: 233-0239
FAX: 233-0210

PROJECT TITLE: Okeehetee Park Concession – Kayak-King Option 2 of 2

PROJECT NO.:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$5,910)	(\$9,122)	(\$3,156)	(\$-0-)	(\$-0-)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$5,910)</u>	<u>(\$9,122)</u>	<u>(\$3,156)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>
# 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: 5111-05 RSRC: 4729 SUB RSRC: 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: *Jerry E. Childs* DATE: 10/2/24

ENCUMBRANCE NUMBER: _____

The information below justifies the figures listed on the attached BAS for Okeeheelee Park Concession – Kayak-King *Option 2* of 2; commencing *02/04/25* the annual rent will increase 2% to *\$9,053.47* (\$754.46 monthly)

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(\$5,910)</u>	<u>(\$9,122)</u>	<u>(\$3,156)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$5,910)</u>	<u>(\$9,122)</u>	<u>(\$3,156)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

FY2025:

- The current *GAR* is *\$8,875.95*, and the term is set to expire on *02/03/25*.
- The exercise of this *second* option will extend the term for *2-years* from *02/04/25* to *02/03/27*.
- Commencing *02/04/25* the *GAR* will be *\$9,053.47*; pursuant to *Section 2.01 of the Agreement*, any fractional of month will be calculated on the *basis of a 30 day month* and paid on a *per diem basis*; *Section 2.02* of the Agreement, each anniversary date of the Commencement Date is to be adjusted by multiplying current *GAR* by 2%.
- $\$8,875.95 \times 102\% = \$9,053.47 \text{ annual} \div 12 = \$754.46 \text{ per month} \div 30 = \25.15 per diem
- $02/04/25 - 02/28/25 = 25 \text{ days} \times \$25.15 = \$628.75$
- $03/01/25 - 09/30/25 = 7 \text{ months} \times \$754.46 = \$5,281.22$
- $\$628.75 + \$5,281.22 = \$5,909.97$

FY2025 TOTAL = \$5,909.97

FY2026

- $10/01/25 - 01/31/26 = 4 \text{ months} \times \$754.46 = \$3,017.84$
- $02/01/26 - 02/03/26 = 3 \text{ days} \times \$25.15 = \$75.45$
- $\$9,053.47 \times 102\% = \$9,234.54 \text{ annual} \div 12 = \$769.55 \text{ per month} \div 30 = \25.65 per diem
- $02/04/26 - 02/28/26 = 25 \text{ days} \times \$25.65 = \$641.25$
- $03/01/26 - 09/30/26 = 7 \text{ months} \times \$769.55 = \$5,386.85$
- $\$3,017.84 + \$75.45 + \$641.25 + \$5,386.85 = \$9,121.39$

FY2026 TOTAL = \$9,121.39

FY2027

- $10/01/26 - 01/31/27 = 4 \text{ months} \times \$769.55 = \$3,078.20$
- $02/01/27 - 02/03/27 = 3 \text{ days} \times \$25.65 = \$76.95$
- $\$3,078.20 + \$76.95 = \$3,155.15$

FY2027 TOTAL = \$3,155.15

ATTACHMENT #5
Disclosure of Beneficial Interests (3 pages)

EXHIBIT "F"
TO CONCESSIONAIRE LEASE AGREEMENT

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 Kayak King Water Sports 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: 7566 Via Lucia
Lake Worth, FL 33467

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.

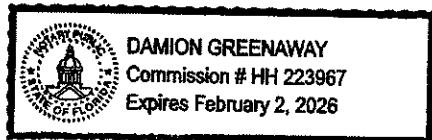
FURTHER AFFIANT SAYETH NAUGHT.

Annette Arriaga, Affiant
Print Affiant Name: Annette Arriaga

The foregoing instrument was sworn to, subscribed and acknowledged before me this 3 day of October, 2024, by Annette Arriaga [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Damion Greenaway
Notary Public

Damion Greenaway
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 2/2/2026

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



