

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____
 Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><u>Jim Bank 4-17-08</u> OFMB 140 4/17/08 4/16</p>	<p><u>Jim J. Arnold 4/21/08</u> Contract Development and Control E. Jones 4/18/08</p>
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B. Legal Sufficiency:

James Brubaker 4/22/08
 Assistant County Attorney

C. Other Department Review:

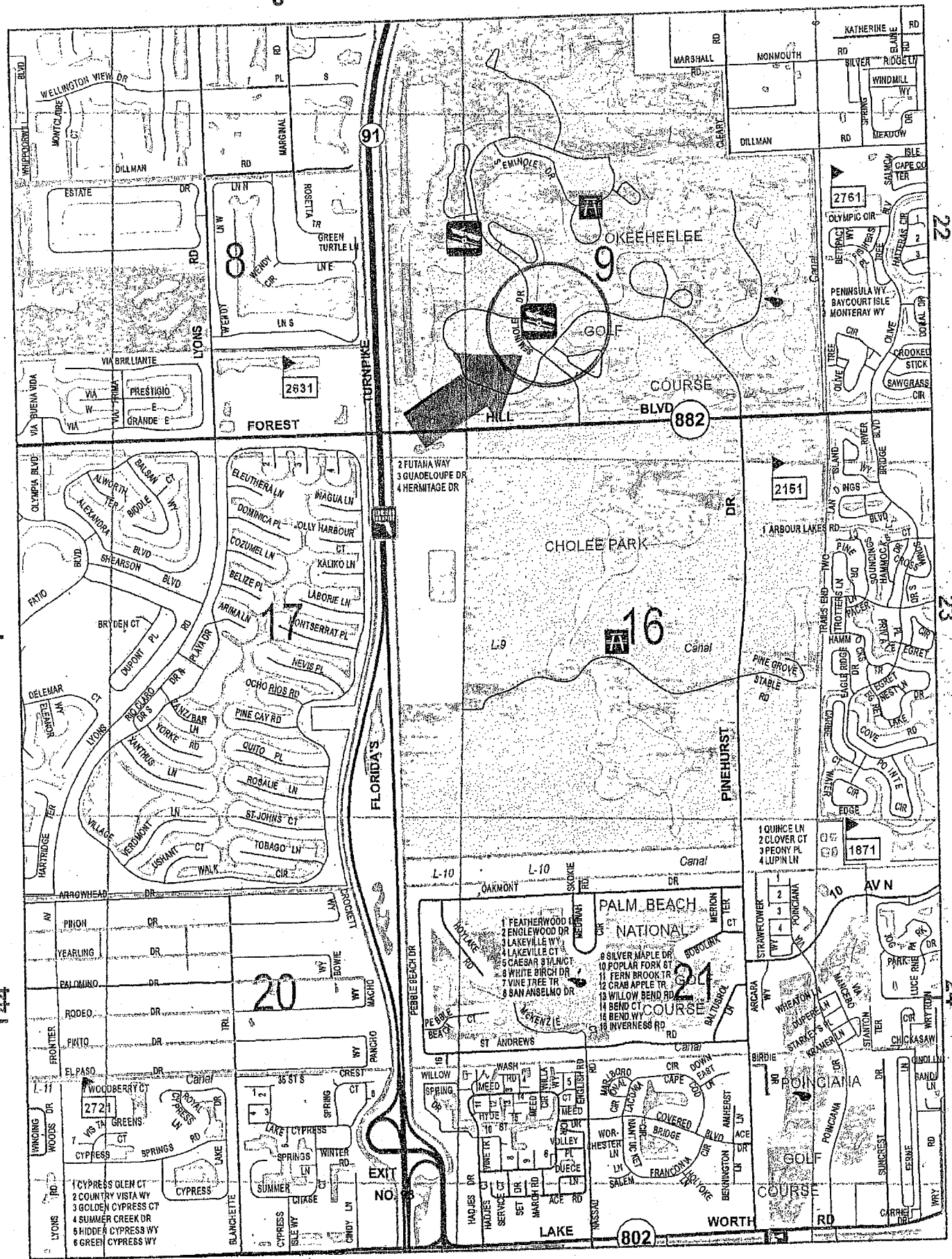
 Department Director

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

T44

7

T44



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24

LOCATION MAP
ATTACHMENT #1



CONSENT TO CHANGE OF OWNERSHIP

This is a **CONSENT TO CHANGE OF OWNERSHIP** (the "Consent") granted _____ by **PALM BEACH COUNTY**, a political subdivision of the State of Florida (the "County"), whose address is Governmental Center, 301 North Olive Avenue, Suite 601, West Palm Beach, Florida 33401.

WITNESSETH:

WHEREAS, County entered into a Concession Service Agreement, dated June 19, 2007 (R2007-0958) (the "Agreement"), incorporated herein by reference, with Procell Watersports, Inc. (the "Concessionaire"), for the operation of a water sports and recreational rental concession for use by the general public at Okeeheelee Park; and

WHEREAS, Carol Procell ("Procell") was the sole shareholder, officer and director of Concessionaire; and

WHEREAS, Procell sold all of the assets and stock of the Concessionaire to Annette Arriaga (n/k/a Annette Arriaga-Roque) and Roger Roque (collectively the "Assignee"); and

WHEREAS, Assignee changed the name of the corporation from Procell Watersports, Inc., to Kayak-King Watersports, Inc.; and

WHEREAS, pursuant to the terms of Article XI of the Agreement, Assignment and Subletting, Procell was required to obtain County's written consent prior to the change in ownership of the Concessionaire; and

WHEREAS, Assignee has requested that County consent retroactively to the change of ownership of the Concessionaire; and

WHEREAS, Assignee has read the Agreement and has agreed to operate the Okeeheelee Park concession pursuant to, and to be bound by, all of the terms and conditions of the Agreement; and

WHEREAS, County has determined that the assignment to Assignee will promote the general welfare of the citizens of Palm Beach County.

NOW, THEREFORE, in consideration of Assignee's assumption of the Procell's obligations under the Agreement, County hereby consents to the sale of the assets and stock of the Concessionaire from Procell to the Assignee, and acknowledges that the name of the Concessionaire is now Kayak-King Watersports, Inc. This Consent shall not be deemed to release Procell from her obligations under the Agreement or that certain Guaranty Agreement dated June 19, 2007, executed by Carol Procell, incorporated herein by reference pursuant to Article XI and Article XVII, respectively of the Agreement. This Consent is conditioned upon the execution by the Assignee of a personal guarantee of the Agreement, which personal guarantee is in a form and substance acceptable to the County attached hereto as Exhibit "A", and made a part hereof.

IN WITNESS WHEREOF, County has caused this Consent to be executed by its duly authorized representative, upon the date first above noted.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

Assistant County Attorney

[Signature]

Department Director

Exhibit "A"

GUARANTY AGREEMENT

This Guaranty Agreement is made and executed this 30 day of March, 2008 by Annette Arriaga-Roque ("Arriaga-Roque") and Roger Roque ("Roque"). (Collectively, Arriaga-Roque and Roque shall hereinafter be referred to as the "Guarantors").

WITNESSETH:

WHEREAS, Procell Watersports, Inc. ("Concessionaire") and Palm Beach County, Florida, a political subdivision of the State of Florida ("County") entered into a Concession Service Agreement, dated June 19, 2007 (R2007-0958) (the "Agreement"), incorporated herein by reference; and

WHEREAS, Carol Procell ("Procell") was the sole shareholder, officer and director of Concessionaire; and

WHEREAS, Guarantors have requested that the County approve a Consent to Change of Ownership consenting to the transfer of ownership of Concessionaire from Procell to Guarantors and acknowledging that the name of the Concessionaire is now Kayak-King Watersports, Inc., and

WHEREAS, in order to induce the County to execute the Consent to Change of Ownership, the Guarantors have agreed to guarantee the payment of all rents and charges, and the performance of all of Concessionaire's obligations under the Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Consent to Change of Ownership by the County, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantors hereby agree as follows:

1. The recitals set forth above are true and correct and incorporated herein by this reference.

2. The Guarantors, do hereby guarantee to the County and to any mortgagee holding a mortgage upon the interest of the County in the Premises, the due and punctual payment of all Annual Rent, Additional Rent and other sums due and payable under the Agreement, and each and every installment thereof, as well as the full and prompt and complete performance by the Concessionaire of each and every covenant, condition, provision and obligation of the Concessionaire in the Agreement for the full Term of the Agreement and any extension thereof, as permitted by the Agreement, with no less force and effect than if the Guarantors were named as the Concessionaire in the Agreement, and the Guarantors, will forthwith on demand pay all amounts at any time in arrears, and will make good any and all defaults occurring under the Agreement.

3. The obligations and liability under this Guaranty Agreement shall be joint and several. This Guaranty Agreement shall be an absolute, continuing, irrevocable, unconditional, and unlimited guaranty of payment, and the County shall not be required to take any proceedings against the Concessionaire, or give any notice to the Guarantors before the County has the right to demand payment of performance by the Guarantors upon default by the Concessionaire. This Guaranty Agreement and the liability of the Guarantors shall in nowise be impaired or affected by any assignment which may be made of the Agreement, or any subletting thereunder, or by any extension(s) of the payment of any rental or any other sums provided to be paid by Concessionaire, or by any forbearance or delay in enforcing any of the terms, conditions, covenants or provisions of the Agreement or any amendment, modification or revision of the Agreement.

4. No action or proceeding brought or instituted under this Guaranty Agreement against the Guarantors, and no recovery had in pursuance thereof shall be any bar or defense to any further action or proceeding which may be brought under this Guaranty Agreement by reason of any further default or defaults of Concessionaire. The liability of the Guarantors shall not be

deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of the Concessionaire by any creditors, receivership, bankruptcy (or reorganization proceedings under the Bankruptcy Act) or other proceedings, or the rejection or disaffirmance of the Lease in any proceedings.

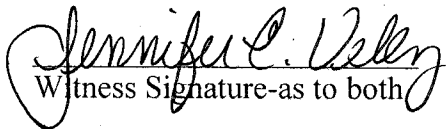
5. There shall be no modification of the provisions of this Guaranty Agreement unless the same be in writing and signed by Guarantors and the County.

6. All of the terms, agreements and conditions of this Guaranty Agreement shall extend to and be binding upon the Guarantors, their heirs, personal representatives, administrators, successors and assigns, and shall inure to the benefit of the County, its successors, and assigns, and to any future owner of the fee of the Premises referred to in the Agreement, and to any mortgage on the fee interest of the County in the Premises.

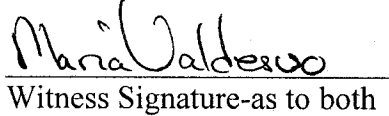
7. Any married person who signs this Guaranty Agreement expressly agrees that recourse may be had against his or her separate property for all obligations under this Guaranty Agreement.

IN WITNESS WHEREOF, the Guarantors have hereunto set their hand and seal the day and year first above written

Signed, sealed and delivered
in the presence of:

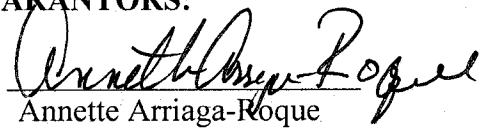

Witness Signature-as to both

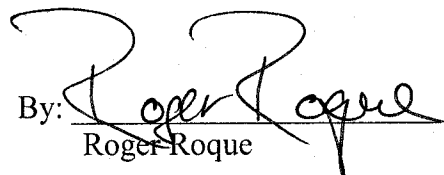
Jennifer E. Velez
Print Witness Name


Witness Signature-as to both


MARIA VALDESUSO
Print Witness Name

GUARANTORS:

By: 
Annette Arriaga-Roque

By: 
Roger Roque

KAYAKIN

ACORD EVIDENCE OF PROPERTY INSURANCE		DATE (MM/DD/YY) 02/14/08	
THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.			
PRODUCER CBIZ Insurance Svcs., Inc. 44 Baltimore Street Cumberland, MD 21502		PHONE (Area, No., Ext.) 301 777-1500	
AGENCY CUSTOMER # 59295		COMPANY Hartford Fire Insurance Company 200 International Circle P O Box 8010 Hunt Valley, MD 21030	
INSURED Kayak-King Watersports, Inc. 1551 Woods Bend Road West Palm Beach, FL 33406		LOAN NUMBER	POLICY NUMBER 30UUMTL6279
CODE:		EFFECTIVE DATE 08/07/07	EXPIRATION DATE 08/07/08
SUB CODE:		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:			
PROPERTY INFORMATION LOCATION/DESCRIPTION			
COVERAGE INFORMATION			
COVERAGE/PERILS/FORMS		AMOUNT OF INSURANCE	DEDUCTIBLE
Combined Business Income and Extra Expense		10,000	\$5,000
Wind Deductible		43,700	1,000
Building		5,600	1,000
Contents		10,000	1,000
Equipment			
REMARKS (Including Special Conditions) Name Changed from Procell Water Sports effective 2/14/08 Certificate Holder to read: Palm Beach County, Board of County Commissioners, A subdivision of the State of Florida, Its officers, agents, and employees			
CANCELLATION: THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW _____ DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.			
ADDITIONAL INTEREST NAME AND ADDRESS Palm Beach County Attn: Parks & Rec. Dept. 2700 Sixth Avenue Lakeworth, FL 33461		<input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED Certificate Holder
		AUTHORIZED REPRESENTATIVE 	
ACORD 27 (08/01) 1 of 2 21582 © ACORD CORPORATION 1995			

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-Roque, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President of Kayak-King Water sports Corporation, (the "Concessionaire") which entity intends to enter into an agreement with the County to provide concession services on the real property depicted on the attached Exhibit "A" (the "Premises").

2. Affiant's address is: 1338 Victoria Drive, West Palm Beach, Florida
33406

3. Attached hereto 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 acknowledges that this Affidavit will be relied upon by Palm Beach County in its granting of a Concessionaire Service Agreement on the Premises.

5. 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.

6. 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.

FURTHER AFFIANT SAYETH NAUGHT.

Annette Arriaga-Roque, Affiant
(Print Affiant Name)

Annette Arriaga Roque
(Signature)

The foregoing instrument was acknowledged before me this 31ST day of March, 2008, by Annette Arriaga-Roque who is personally known to me or [] who has produced as identification and who did take an oath.

Joyce Poitier
Notary Public

Joyce Poitier
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large

My Commission Expires: Dec. 19, 2011

