

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

Meeting Date: **June 15, 2021** ☒ **Consent** ☐ **Regular**
☐ **Ordinance** ☐ **Public Hearing**

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to Concessionaire Service Agreement (R2016-0397) with JR Wake Parks, LLC dba Shark Wake Parks (fka Apex Wake Parks) for the development, construction and operation of a wake board and water sports concession located in Okeethee Park in West Palm Beach (i) acknowledging the fictitious name change; (ii) replacing Exhibit “B” depicting the Licensed Area; and (iii) updating, adding and modifying various standard County provisions.

Summary: The County and JR Wake Parks, LLC entered into a Concessionaire Service Agreement, dated March 22, 2016, to use the Licensed Area, as defined in the Agreement, for the development, construction and operation of a wake board cable complex for wake boarding, water skiing, wake surfing, zip line, tubing, kneeboard rentals, competitions, and lessons at Okeeheelee Park for the Park's patrons. This First Amendment: i) documents that JR Wake Parks, LLC has changed its fictitious name from Apex Wake Parks to Shark Wake Parks; ii) replaces Exhibit "B" Licensed Area to reflect the locations of the buildings; and iii) updates, adds and modifies various standard County provisions. All other terms and conditions of the Agreement shall remain in full force and effect. The Parks and Recreation Department will continue to have administrative responsibility for this Agreement. **(Property & Real Estate Management) District 2 (HJF)**

Background and Justification: On March 22, 2016, the Board of County Commissioners (Board) approved a Concessionaire Service Agreement with JR Wake Parks, LLC for the development, construction and operation of a wake board and water sports concession. The term of the agreement is for a period of ten (10) years with two (2) options to extend, each for a period of ten (10) years. On March 13, 2018, the Board approved (R2018-0264) Palm Beach Cable, LLC's request to acquire West Palm Beach, LLC, making JR Wake Parks LLC 100% owned by Palm Beach Cable, LLC. The construction of the Wake Park is set to be completed in phases. Phase I, which includes the construction of the Obstacle Island and Cable Park, has been completed. Phase II of the Park which includes the Adventure Park, must be completed within thirty-six (36) months of the effective date of this First Amendment to the Concessionaire Service Agreement. This Amendment updates the Licensed Area by reflecting the location of the buildings and sets a provision reducing the Licensed Area if Phase II is not completed within the specified time frame. Staff was recently informed that no change has occurred since the approval of the change in the Principal Owners listed on Attachment #3, and identifies JR Wake Parks, LLC dba Apex Wake Park as 100% owned by Palm Beach Cable, LLC; Palm Beach Cable, LLC as 51% owned by Greg Norman Jr. and 49% owned by Great White Shark Enterprises, LLC; Great White Shark Enterprises, LLC 99% owned by Greg Norman and 1% owned by GN Holdings, LLC; and GN Holdings, LLC 100% owned by Greg Norman.

Attachments:

1. Aerial Map
2. First Amendment to Concessionaire Service Agreement (2)
3. Change in Principal Owner

Recommended By: *[Signature]* *6/02/21*
Department Director Date

Approved By: *[Signature]* *6/3/21*
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$-0-)	(\$-0-)	(\$-0-)	(\$-0-)	(\$-0-)
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

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

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
Program _____

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

No fiscal impact

Fixed Asset Number _____

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 5/18/21
OFMB MA 5-17-21 UM
5/17

[Signature] 5/24/21
Contract Development and Control
5-24-21 TW

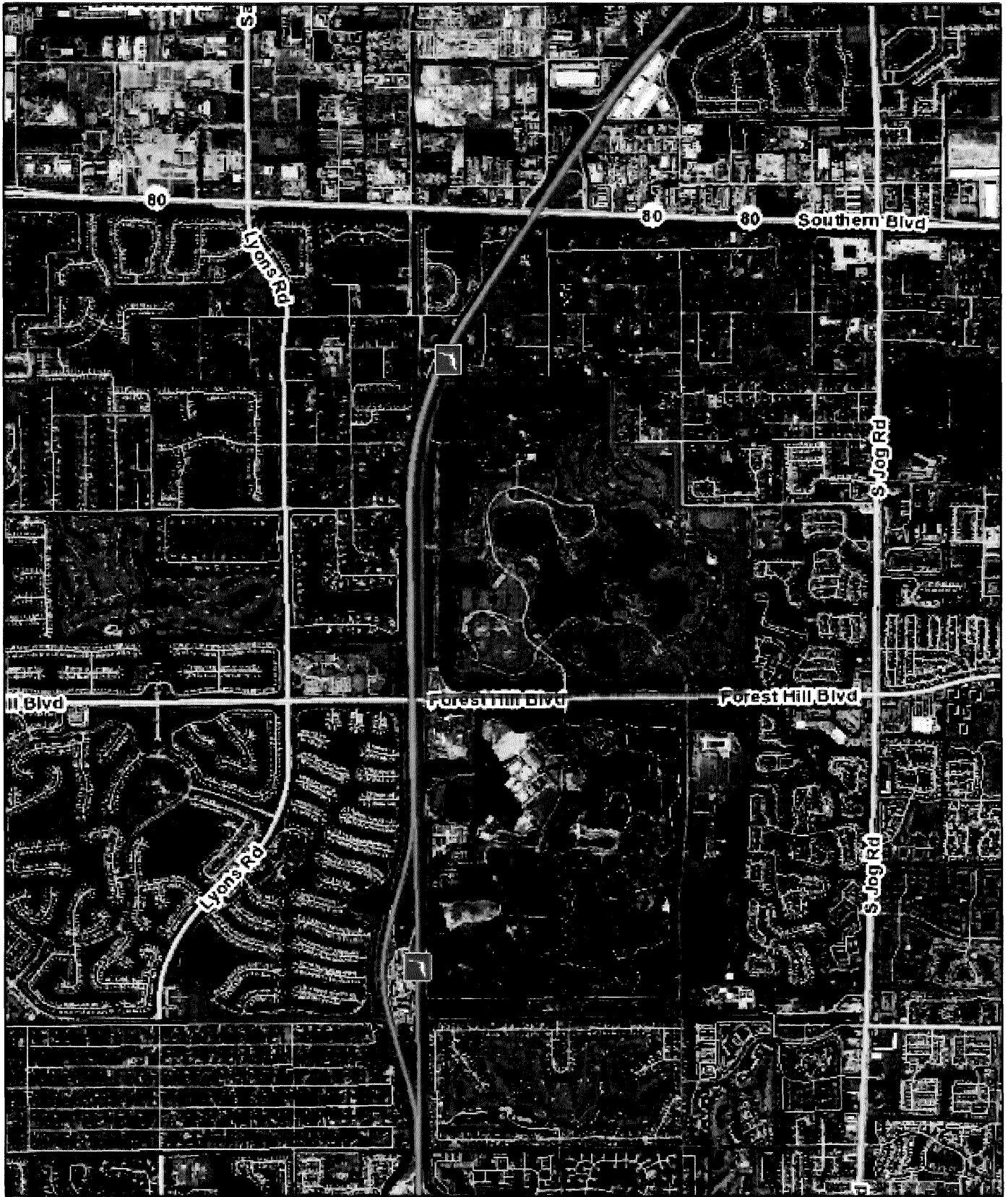
B. Legal Sufficiency:

[Signature] 5/24/21
Assistant County Attorney

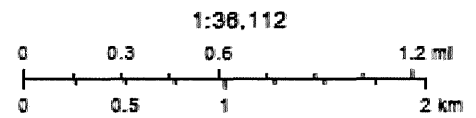
C. Other Department Review:

[Signature]
Department Director

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



April 20, 2021



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

AERIAL MAP



Attachment #1

Attachment #2
First Amendment (2 @ 13 pages)

FIRST AMENDMENT TO CONCESSIONAIRE SERVICE AGREEMENT

THIS FIRST AMENDMENT TO CONCESSIONAIRE SERVICE AGREEMENT (R2016-0397), (the “First Amendment”) is made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“County”) and **JR WAKE PARKS, LLC**, a Florida limited liability company, (“Concessionaire”).

WITNESSETH:

WHEREAS, County and Concessionaire entered into that certain Concessionaire Service Agreement dated March 22, 2016 (R2016-0397) (the “Agreement”) for the use of the Licensed Area as defined in the Agreement, which Agreement commenced on June 30, 2018, for a term of ten (10) years, with two (2) ten (10) year options to extend; and

WHEREAS, Concessionaire has provided County notice that Concessionaire has changed its d/b/a name from Apex Wake Parks to Shark Wake Park; and

WHEREAS, Concessionaire has completed construction of the concession and pro shop buildings and wishes to memorialize the location of said buildings; and

WHEREAS, County and Concessionaire wish to revise Exhibit “B” (Licensed Area) to reflect the location of the buildings, and County wishes to modify, update and add certain language into the Agreement; 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 considerations, 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.
2. Exhibit “B” (Licensed Area) of the Agreement is hereby replaced with Exhibits “B-1” and “B-2” (Licensed Area) attached hereto.
3. Section 1.01 Licenses Area is hereby modified as follows:

Section 1.01 Licensed Area

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Concessionaire to be observed and performed, the County provides to the Concessionaire, and Concessionaire accepts from County, the area designated for the Complex on Exhibit “B-1” attached hereto and made a part hereof (the “Licensed Area”) for the provision of a

wake board cable and water sports operation, together with ancillary uses to support wake board and water ski cable concession customers such as but not limited to a restaurant and/or food service, a water sports retail store selling any water sports related product used in connection with wakeboarding, kneeboarding, or waterskiing, and concessions (collectively, the "Concession"). The Licensed Area consists of 33.8 Acres, which includes a lake area of 26.5 Acres. The Licensed Area is located at 1440 Eshleman Trail, West Palm Beach, Florida, within Okeechellee Regional Park, 7715 Forest Hill Boulevard, West Palm Beach, Florida and is shown in the aerial photograph attached as Exhibit "A".

In the event the Concessionaire fails to complete the construction of Phase II, the adventure park project within Thirty-Six (36) months of the effective date of this First Amendment to the Concessionaire Service Agreement, the proposed adventure park licensed area (approximately 3 acres) will revert back to the County and the licensed area, of the Concessionaire Service Agreement shall be reduced to 30.4 acres, as shown on Exhibit "B-2".

4. Section 2.01(b) Percentage Rent is hereby modified to the following:

No later than the thirtieth (30th) day following the calendar year-end, Concessionaire shall provide County with an annual audit report on all Gross Revenues as defined herein from its operations at the Licensed Area. The audit report shall be prepared by a Certified Public Accountant in accordance with the provisions of the most recent "Codification of States on Auditing Standards" certifying the annual Gross Revenues for the preceding twelve (12) months. In addition to the Annual Rent, Concessionaire shall pay County rent equal to the amount by which 8.5% of the certified annual Gross Revenues, as defined herein, derived from the operation of the concession on the Licensed Area exceeds the Annual Rent for the preceding twelve (12) months, if applicable ("Percentage Rent"). The Percentage Rent, together with the report of annual Gross Revenues described above, shall be delivered in full to the County at the address set forth in Section 2.04 by the deadline established above. The Annual Rent is the minimum rent due; Concessionaire acknowledges that it shall not be entitled to a refund if 8.5% of the certified annual Gross Revenues is an amount less than the Annual Rent. This Section shall survive termination or expiration of this Agreement. As used herein, the term "Gross Revenues" shall mean all revenue received by Concessionaire, its licensee, subcontractors, or concessionaires from all services including but not limited to: admissions, memberships, lesson fees, rentals, leasing, sales of products, food and beverages, equipment, fixtures, etc., parking fees, sponsorships, commissions, advertising, and donations, but shall not include the following: (i) amounts of refunds, allowances or discounts made on merchandise claimed to be defective or unsatisfactory; (ii) returns to shippers, producers, and manufacturers for credit; (iii) all sums and credits received in settlement of claims for loss or damage to merchandise; (iv) the amount of any sales or excise tax levied upon sales and payable to the appropriate governmental authority; (v) charges related to returned checks; (vi) lease payments from subleasees when sales of products, food and beverages, equipment, fixtures, etc., are used to calculate Gross Revenues of the concessionaire; or (vii) uncollectible credit accounts and bad checks when written off by the Concessionaire.

5. Section 3.02 Concessionaire's Alterations/Construction Responsibilities is hereby modified to add the following:

- (a) Phase II . Upon completion of Phase I and within thirty (30) days after execution of this Amendment, the Concessionaire shall submit an updated CPM schedule in accordance with Section I of the Development Rider. Construction of Phase II adventure park project in the licensed area (Exhibit “B-1”) shall be completed no later than Thirty-six (36) months following the effective date of this First Amendment, unless otherwise approved by the Department in writing, which approval shall not be unreasonably withheld, conditioned or delayed for reasons beyond the reasonable control of the Concessionaire. Substantial completion of Phase II shall occur when the applicable governmental authority issues a temporary or permanent certificate of occupancy for the premises improved within Phase II of the adventure park project. Concessionaire shall promptly notify in County in writing of the issuance of a certificate of occupancy for Phase II expansion project.

6. Section 4.02(n) Operation of Business is hereby deleted in its entirety and replaced with the following:

(n) As provided in F.S. 435.03, Concessionaire shall perform a Level I background check on each employee prior to the employee beginning work at the Concession. The Concessionaire shall provide a background screening affidavit, as provided by Department, documenting background check clearance in accordance with F.S. 435.03, to the Department prior to the employee commencing work at the Concession. Concessionaire shall re-screen all of its employees every three (3) years from the employee’s original hire date. If a disqualifying offense, as provided in F.S. 435.03, is identified during a re-screen or Concessionaire is made aware of a disqualifying offense at any time during employment, Concessionaire shall notify Department of any disqualifying offense it has knowledge of as to any of its employees during the Term of this Agreement and Concessionaire shall immediately terminate employment of any and all employees whom Concessionaire discovers have committed a disqualifying offense.

7. Section 4.05 Non-Discrimination is hereby deleted in its entirety and replaced with the following:

Section 4.05 Non-Discrimination

The County is committed to assuring equal opportunity in the award of agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Concessionaire warrants and represents that throughout the term of this Agreement, including any renewals thereof, if applicable, all individuals shall be treated equally 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 with respect to any activity occurring at the Licensed Area or conducted pursuant to this Agreement. Failure to meet this requirement shall be considered default of this Agreement. Concessionaire warrants that in the event the facilities constructed or operated upon the Licensed Area are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Licensed Area are located.

8. Section 4.08 Security of Licensed Area. paragraph 3, is hereby deleted in its entirety and replaced with the following:

Furthermore, although a fingerprint background check is not required under the terms of the background check set forth in Section 4.02(n), County reserves the right to subject Concessionaire's and its subcontractor's employees to fingerprint-based background checks to the extent permitted by law and to deny access rights to any Concessionaire or subcontractor employee in accordance with adopted laws, policies and procedures. Concessionaire shall have no recourse or claim against County for denied access rights.

9. Article VIII Insurance is hereby deleted in its entirety and replaced with the following:

Section 8.01 Insurance Requirements

Concessionaire shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, at least the insurance coverage, indicated endorsements, and minimum limits as described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Concessionaire are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Concessionaire under the Agreement. Concessionaire agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Concessionaire against any loss exposures, whether as a result of this Agreement or otherwise. Where permitted by the policy, all coverage and endorsements shall be on a primary and non-contributory basis.

A. Watercraft Liability

Concessionaire shall maintain Watercraft Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include Palm Beach County Board of County Commissioners as an Additional Insured. This coverage requirement may also be satisfied via endorsement to the Concessionaire's Commercial General Liability policy with a CG 2412 Boats endorsement or similar endorsement.

B. Liquor Liability

Concessionaire shall maintain Liquor Liability coverage with a minimum limit of \$1,000,000 each occurrence in accordance with all of the terms and conditions set forth herein in the event a liquor license or permit is required, whether maintained or not; liquor is served with or without a charge to the general public; liquor is served as a means of generating revenue for a fund raising event; liquor is served by a third-party contracted by the insured for any of the foregoing reasons mentioned above; and/or liquor is offered for the purpose of financial gain or livelihood. Liquor also includes beer or wine. Coverage may be provided by way of the Commercial General Liability policy utilizing Liquor Liability endorsement CG 24 08.

C. Commercial General Liability Insurance

Concessionaire shall maintain Commercial General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate for bodily injury, personal injury and property damage liability. The policy shall include coverage for damage to the rented or leased property including fire legal liability with a minimum limit of \$100,000. The Commercial General Liability policy shall be endorsed to

include, “Palm Beach County” as an Additional Insured with a “CG 2026 - *Additional Insured - Managers or Lessors of Licensed Area*”, or similar endorsement.

D. Workers’ Compensation & Employer’s Liability

Concessionaire shall maintain Workers’ Compensation Insurance in accordance with Florida Statutes, Chapter 440. The policy shall include coverage for Employer’s Liability.

E. Waiver of Subrogation

Concessionaire waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Concessionaire, for itself and its insurers, waives all such insured claims against the County. The Concessionaire shall obtain and deliver its insurer’s Waiver of Subrogation endorsement upon request to the Department.

F. Optional Fire and Allied Lines Insurance

At Concessionaire’s option, Concessionaire may purchase insurance coverage for Concessionaire's personal property located on the Licensed Area and within the Park. All personal property, including without limitation, stock, inventory, fixtures and equipment belonging to Concessionaire or any occupant of the Licensed Area, shall be there at the risk of Concessionaire or such other person only, and County shall not be liable for damage thereto for loss by casualty, vandalism, theft or misappropriation thereof.

G. Continuous Coverage

The required insurance coverage(s) shall be a continuous condition precedent to the continued use of the Licensed Area by the Concessionaire. In the event that Concessionaire fails to obtain, maintain, or evidence in full force and effect any insurance coverage required under this Agreement, County may terminate this Agreement immediately upon expiration, cancellation or non-renewal.

H. Evidence of Coverage

Evidence of insurance shall be sent to County, or County’s designated representative upon request, and at least five (5) days prior to the expiration of the applicable coverage. Certificate Holder address:

Palm Beach County Board of County Commissioners
c/o Parks and Recreation
2700 Sixth Avenue South
Lake Worth, FL 33461

I. Premiums and Proceeds

Concessionaire shall not keep, use, sell or offer for sale in or upon the Licensed Area any article which may be prohibited by any condition, provision or limitation of the insurance policies. Concessionaire shall be responsible for all premiums, including increases, for all insurance policies required by this Agreement. All insurance proceeds as a result of a loss shall be made available for use to promptly replace, repair or rebuild the buildings, betterments and improvements, including those made by or on behalf of Concessionaire, in order to ensure a replacement cost settlement and avoid policy cancellation.

J. Deductibles, Coinsurance, & Self-Insured Retention

Concessionaire shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

K. Contractors/ Subcontractors

Concessionaire shall require any contractor or subcontractor performing work upon the Licensed Area on behalf of Concessionaire, at all times during the performance of such work, to maintain in full force and effect insurance of the same type and amount as Concessionaire is required to maintain by this Article. Concessionaire shall require Contractor(s) and/ or Subcontractor(s) to include Concessionaire and "Palm Beach County" as Additional Insureds on any commercial general liability insurance policy.

L. Insurance for Special Activities

Excluding County and, or its affiliates, at least give (5) business days prior to the special activity indicated in Section 1.03 herein, and as a condition precedent to the approval of the special activity, Concessionaire shall require each participant to provide commercial general liability insurance and provide proof of said insurance to the Department upon request. Such commercial general liability insurance policy shall endorse "Palm Beach County Board of County Commissioners" and Concessionaire as Additional Insureds. Where participant does not have insurance, Concessionaire shall include participant on Concessionaire's commercial general liability policy.

M. Right to Revise or Reject

County, by and through its Risk Management Department in cooperation with the contracting department, reserves the right to modify, or reject and insurance provided, including limits, coverage, or endorsements.

10. Section 19.20 Palm Beach County Office of the Inspector General is hereby deleted in its entirety and replaced with the following:

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

11. Section 19.22 Notification of Accident or Incident, Second sentence is deleted and replaced with the following:

Thereafter, Concessionaire shall report the accident or incident to the **Department's Director**

IF THE CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONCESSIONAIRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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](mailto:RECORDSREQUEST@pbcgov.org) OR BY TELEPHONE AT 561-355-6680.

Section 19.25 Conflict of Interest

The Concessionaire 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. The Concessionaire further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Concessionaire 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 Concessionaire'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 Concessionaire 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 Concessionaire. The County agrees to notify the Concessionaire of its opinion by certified mail within thirty (30) days of receipt of notification by the Concessionaire. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Concessionaire, the County shall so state in the notification and the Concessionaire 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 Concessionaire under the terms of this Contract.

Section 19.26 Scrutinized Companies

A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants 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 F.S. 215.4725.

B. When contract value is greater than \$1 million, as provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Concessionaire, this Agreement may be terminated and a civil

penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

Section 19.27 Criminal History Records Check

The Concessionaire, Concessionaire's employees, subcontractors of Concessionaire and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R2013-1470 and R2015-0572, as amended. The Concessionaire is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Concessionaire 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 Agreement 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 reference Resolutions, as amended. County staff representing the Department will contact the Concessionaire(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Concessionaire 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 Concessionaire or its subcontractor(s) terminates an employee who has been issued a badge, the Concessionaire must notify the County within two (2) hours. At the time of termination, the Concessionaire shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the Concessionaire if the Concessionaire 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the County regarding a terminated Concessionaire 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.

Section 19.28 E-Verify - Employment Eligibility

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

Concessionaire shall obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant 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. Concessionaire shall maintain a copy of any such affidavit from a subcontractor/subconsultant 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 Concessionaire has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If County has a good faith belief that Concessionaire's subcontractor/subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, County shall notify Concessionaire to terminate its contract with the subcontractor/subconsultant and Concessionaire shall immediately terminate its contract with the subcontractor/subconsultant.

If County terminates this Agreement pursuant to the above, Concessionaire 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, Concessionaire shall also be liable for any additional costs incurred by County as a result of the termination.

Section 19.29 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. Concessionaire shall execute by manual means only, unless the County provides otherwise.

13. Exhibit "C" Development Rider, Section I, Subsection G Commencement and Completion of Construction of the Project is hereby modified to add the following:

In the event the concessionaire fails to complete the construction of Phase II adventure park project within Thirty-Six (36) months of the effective date of this First Amendment, the proposed adventure park licensed area (approximately 3 acres) will revert back to the County and the licensed area (Exhibit "B-2") of the Concessionaire Service Agreement shall be reduced to 30.4 acres.

14. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective (the "First Amendment Effective Date") only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

15. Except as set forth herein, the Agreement remains unrevised and in full force and effect, and the parties hereby ratify, confirm, and adopt the Agreement as amended hereby.

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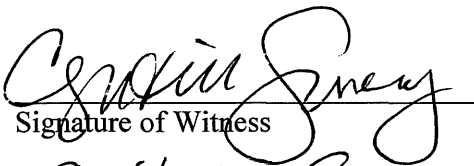
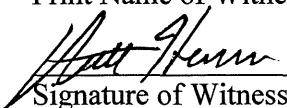
IN WITNESS WHEREOF, the parties have executed this First Amendment on the date set forth above.

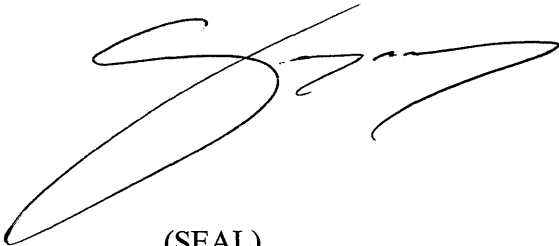
Signed in the presence of:

CONCESSIONAIRE:

JR Wake Parks, LLC, a Florida limited liability company

By: Greg Norman Jr
Gregory Norman, Jr., Manager


Signature of Witness
Cynthia Gomez
Print Name of Witness

Signature of Witness
Brett Herman
Print Name of Witness


(SEAL)

ATTEST:

COUNTY:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
&COMPTROLLER

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

By: _____
Deputy Clerk

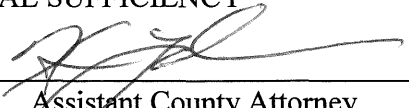
By: _____
Dave Kerner, Mayor

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

APPROVED AS TO
LEGAL SUFFICIENCY
By: 
Assistant County Attorney

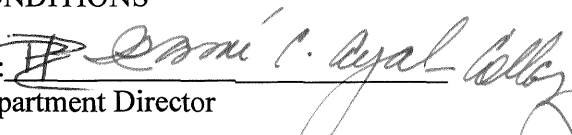
APPROVED AS TO TERMS AND
CONDITIONS
By: 
Department Director

EXHIBIT "B-1"
LICENSED AREA

Exhibit 'B-1'

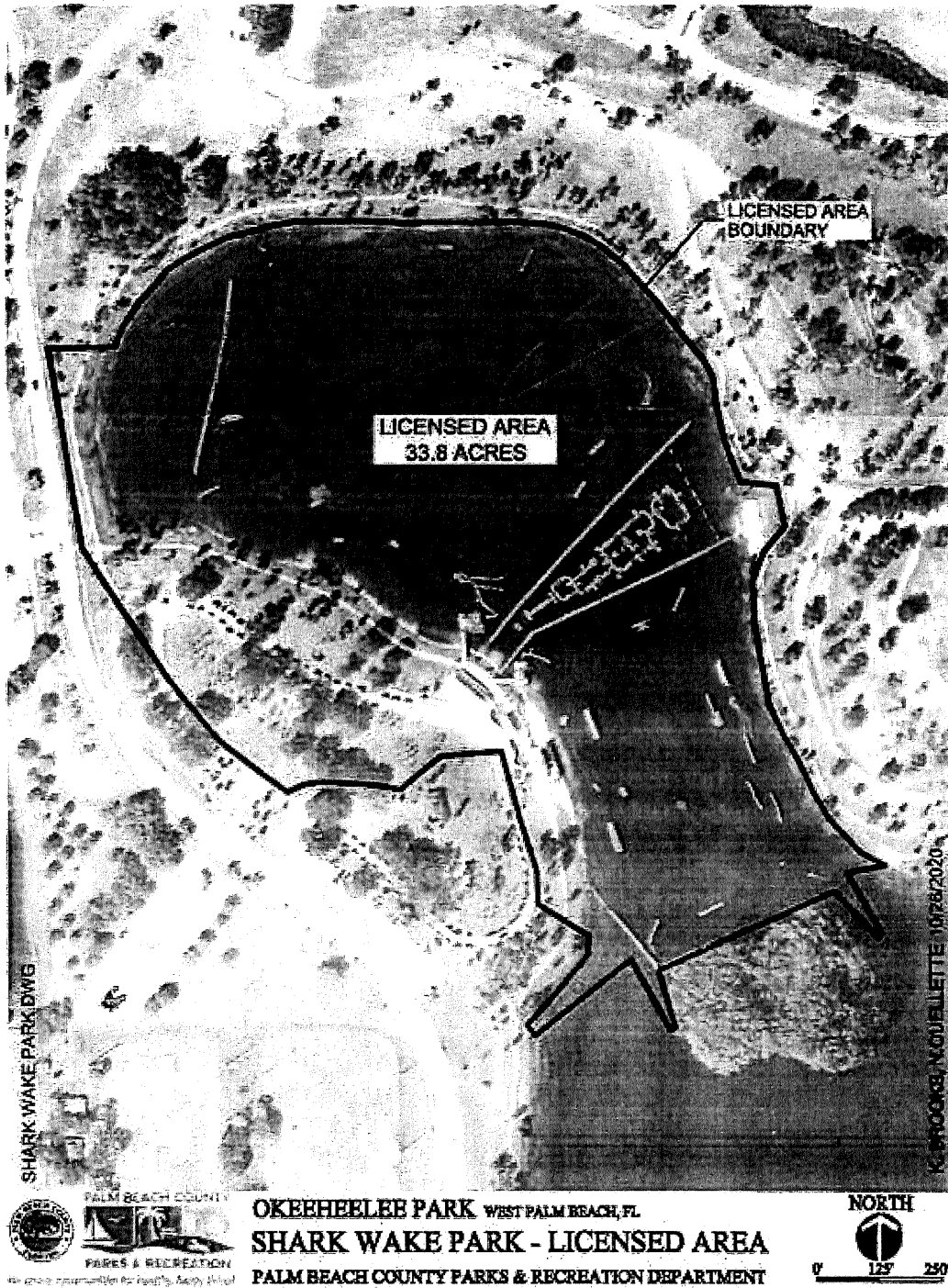
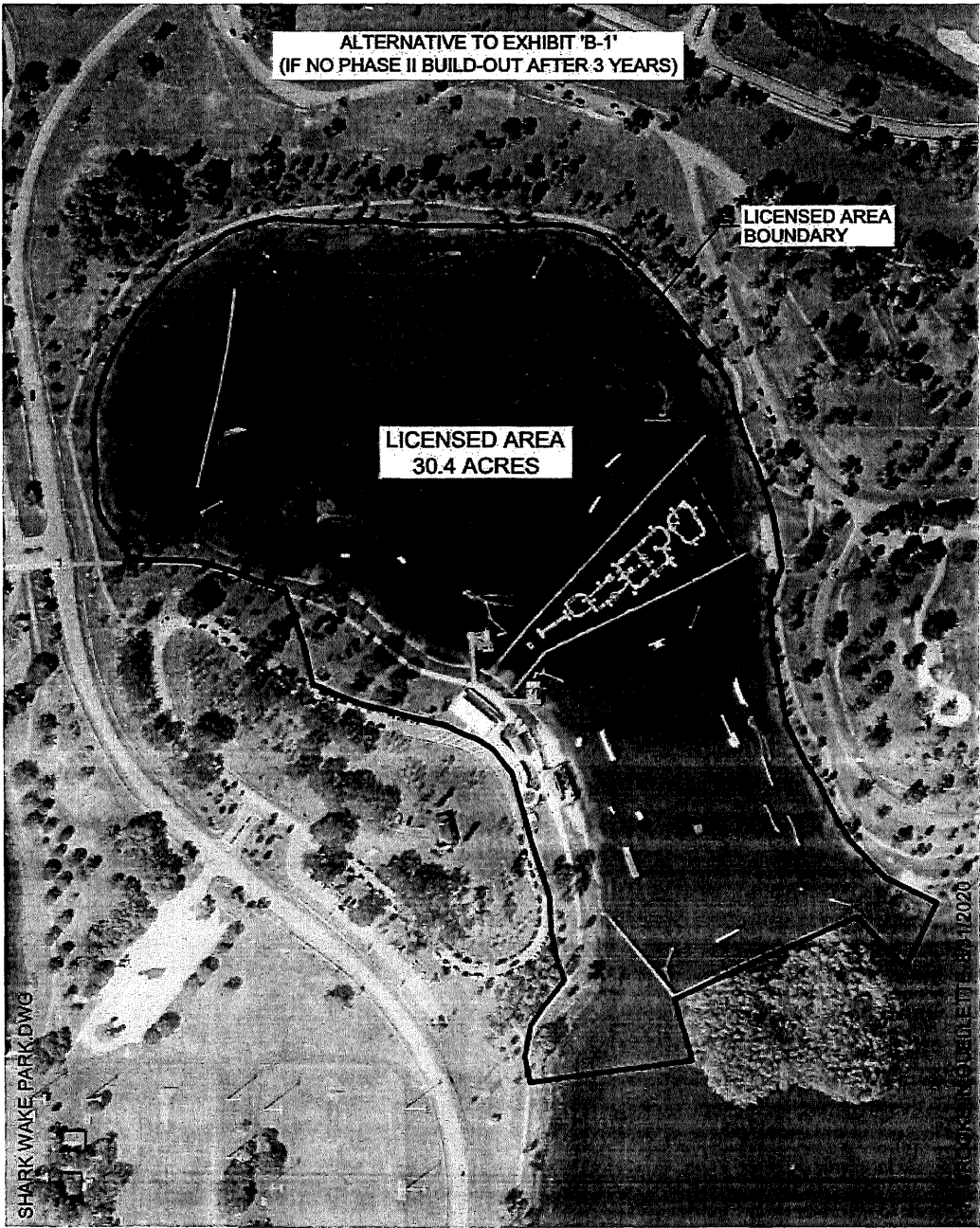
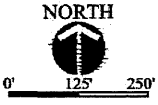


EXHIBIT "B-2"
LICENSED AREA

Exhibit 'B-2'



OKEEHEELEE PARK WEST PALM BEACH, FL
SHARK WAKE PARK - LICENSED AREA
PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT



Parks & Recreation Department
Attn: Director, Parks Financial and Support Services
John Prince Park
2700 Sixth Avenue South
Lake Worth, FL 33461

Palm Beach County
Property and Real Estate Management Division
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605

Palm Beach County Attorney's Office
Attn: Real Estate Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

R2018 0264

MAR 13 2018

Dear Sir or Madam,

It is with great pleasure that we write to provide an update on the development of the wake park at Okeechellee Park. Specifically, we write to inform the County, and request that the County approve, of an ownership change between the principals of JR Wake Parks, LLC (the "Company") to allow for more efficient completion of the remaining tasks.

As you know, for the past eighteen (18) months, JR Wake Parks, LLC has been operating under a Concessionaire Service Agreement with Palm Beach County for the development of a wake park at Okeechellee Park. JR Wake Parks, LLC is owned and controlled by two Members: Palm Beach Cable, LLC (which is owned and controlled by Greg Norman, Jr., Greg Norman, and their related entities, Great White Shark Enterprises, LLC and GN Holdings, LLC); and West Palm Cable, LLC (which is owned and controlled by Rene Hofmann. The Disclosure of Beneficial Interests which accompanied the Concessionaire Service Agreement is attached for your reference.

For internal business reasons, the Company and its Members believe that the Company will be in an improved position to complete the park efficiently and successfully if Member Palm Beach Cable, LLC were to acquire full ownership and control of the Company. As a consequence, the Members intend for Palm Beach Cable, LLC to acquire a full one hundred percent (100%) interest in the Company by acquiring West Palm Cable, LLC's interest in the Company.

Note that following the transaction, the parties intend that Mr. Hofmann will remain involved in the Company as Chief Operating Officer and will participate in strategic decisions to ensure that the Company receives the continued benefit of his expertise.

Mr. Norman, Mr. Hofmann, Palm Beach Cable, LLC, and West Palm Cable, LLC have already reached a tentative agreement for the proposed transition and now request the County's final approval so that they may consummate the transaction.

Please note that following the proposed transaction, the Company will remain within the full ownership and control of Mr. Norman and his affiliated entities. Indeed, given the reputation of Mr. Norman, individually, and the Great White Shark brand within the industry, and given the consolidation of control and decision-making authority that will follow this transaction, we believe the Company and the park will be in an improved position in all material respects.

For your consideration, we request County approval of three (3) related changes.

First, we request that the County approve the proposed transfer of membership interests from West Palm Cable, LLC to Palm Beach Cable, LLC.

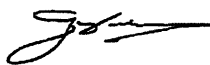
Second and relatedly, we request that the County approve a change in designated points of contact by removing Rene Hofmann as a point of contact.

Third, and finally, we request that the County approve the enclosed Amended Disclosure of Beneficial Interests, which will govern following the conclusion of the proposed transaction.

So that we may promptly continue performing our duties under the Agreement, please respond as soon as practicable and confirm that the County is willing to approve of the proposed transaction. And of course, please do not hesitate to contact us if you have any questions.

Sincerely,

R2018 0264
MAR 13 2018



1/22/18

Gregory Norman, Jr.



1/22/18

Rene Hofmann

EXHIBIT "B"
TO THE DISCLOSURE OF BENEFICIAL INTERESTS

**SCHEDULE TO BENEFICIAL
INTERESTS**

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

NAME	ADDRESS	PERCENTAGE OF INTEREST
JR Wake Parks, LLC	2041 Vista Parkway, Level2	50% owned by West Palm Cable, LLC
dba Apex Wake Parks	West Palm Beach, FL 33411	50% owned by Palm Beach Cable, LLC
West Palm Cable, LLC	PO Box 771539 Orlando, FL 32877-1539	100% owned by Rene Hofmann
Palm Beach Cable, LLC	2041 Vista Parkway, Level2 West Palm Beach, FL 33411	51% owned by Greg Norman Jr
Palm Beach Cable, LLC	2041 Vista Parkway, Level2 West Palm Beach, FL 33411	49% owned by Great White Shark Enterprises, LLC
Great White Shark Enterprises, LLC	2041 Vista Parkway, Level2 West Palm Beach, FL 33411	99% owned by Greg Norman 1% owned by GN Holdings, LLC
GN Holdings, LLC	2041 Vista Parkway, Level2 West Palm Beach, FL 33411	100% owned by Greg Norman