

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$13,687)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$13,687)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
Budget Account No:	Fund <u>0001</u>	Dept <u>580</u>	Unit <u>5260</u>	RSRC <u>4729-18</u>	
	Program _____				

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

For the three (3) month term extension from 1/1/14 – 3/31/14, the rent/income will remain at the current rate of \$4,562.45/month, for a \$13,687.35 total.

C. Departmental Fiscal Review: _____

[Handwritten signature] 11-6-13

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><i>[Signature: Susan Healy]</i> 11/12/13 OFMB <i>[initials]</i> 11/8 SP <i>[initials]</i> 11/12 AK <i>[initials]</i> 11/12/13</p>	<p><i>[Signature: Dr. J. Jacobat]</i> 11/20/13 Contract Development and Control 11-19-13 <i>[initials]</i></p>
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B. Legal Sufficiency:

[Signature] 11/21/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

TWP 41

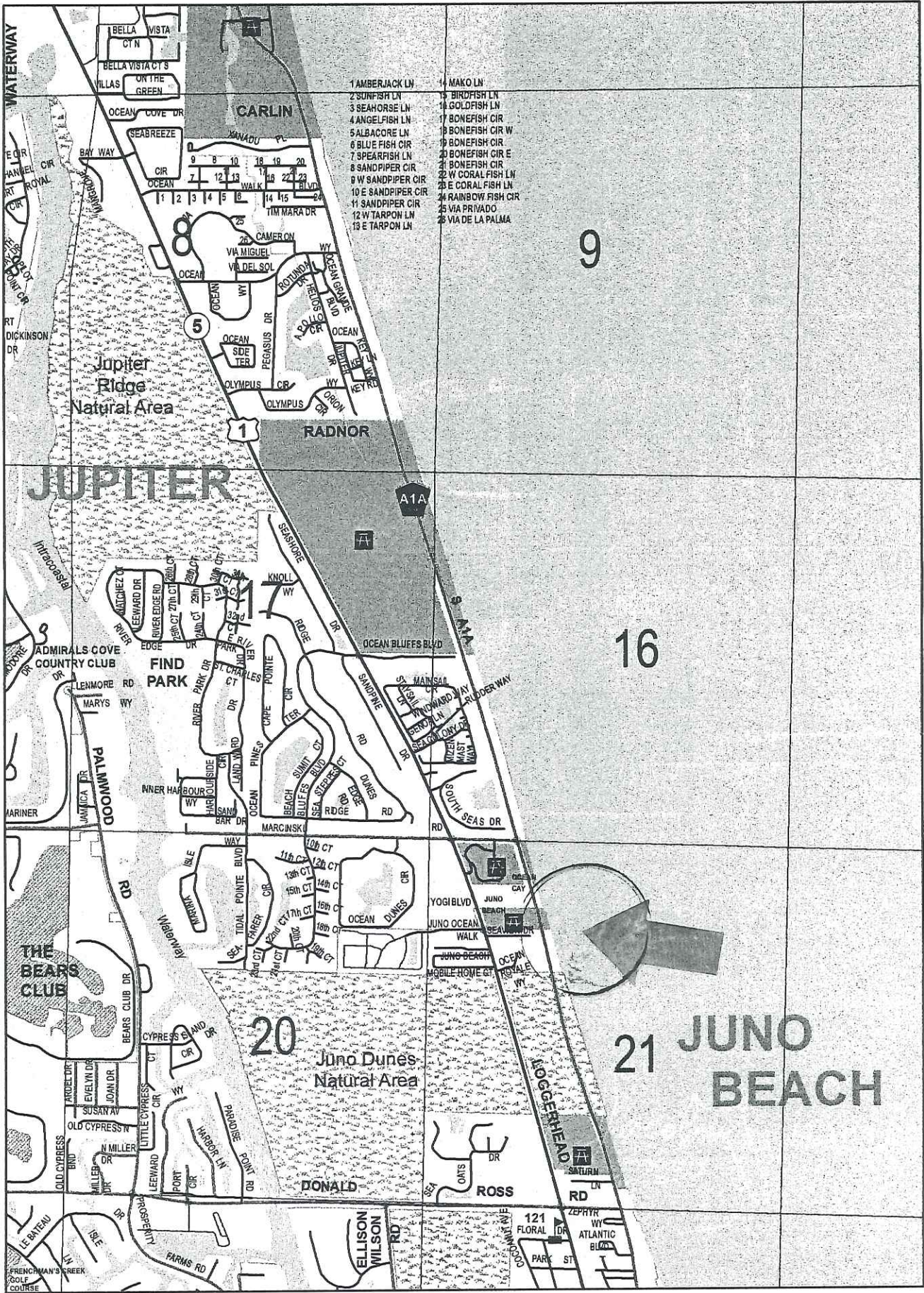
TWP 41

TWP 41

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RESOLUTION NO. 2013-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN AMENDMENT TO THE CONCESSIONAIRE SERVICE AGREEMENT WITH DANIA PIER MANAGEMENT CORP.; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dania Pier Management Corp., a Florida corporation (“Concessionaire”), pursuant to a Concessionaire Service Agreement dated December 18, 2007, (R2007-2256), as extended, manages and operates a fishing pier concession located at the Juno Beach pier; and

WHEREAS, the current Concessionaire Service Agreement expires on December 31, 2013, with no options to extend, which will require a new Request for Proposals for a concession at the pier; and

WHEREAS, in order to minimize the interruption of service during the holiday period and provide for a smooth transition in the event a new vendor is chosen, the County wishes to retain the Concessionaire’s operations at the pier as the Concessionaire provides a service for the benefit of the public; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the amendment to the Concessionaire Service Agreement is in the best interest of the County as an amendment to the Concessionaire Service Agreement with Dania Pier Management Corp. will ensure continued operations at the pier.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Amend the Concessionaire Service Agreement

The Board of County Commissioners of Palm Beach County shall extend the Term for three (3) months pursuant to the First Amendment to Concessionaire Service Agreement, attached hereto and incorporated herein by reference, for the management and operation of a fishing pier concession located at the Juno Beach pier at the same Guaranteed Annual Rent established by the previous option to extend the Term of the Concessionaire Service Agreement.

Section 3. Conflict with Federal or State Law or County Charter

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. Effective Date

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing Resolution was offered by Commissioner _____ who moved its adoption. The Motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- Commissioner Steven L. Abrams
- Commissioner Priscilla A. Taylor
- Commissioner Hal R. Valeche
- Commissioner Paulette Burdick
- Commissioner Shelley Vana
- Commissioner Mary Lou Berger
- Commissioner Jess R. Santamaria

The Chair thereupon declared the Resolution duly passed and adopted this day of _____, 2013.

PALM BEACH COUNTY, a political subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 
Department Director

**FIRST AMENDMENT
TO
CONCESSIONAIRE SERVICE AGREEMENT**

THIS FIRST AMENDMENT TO CONCESSIONAIRE SERVICE AGREEMENT (the "First Amendment") is made and entered into _____ by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County"), and DANIA PIER MANAGEMENT CORP., a Florida corporation ("Concessionaire"). County and Concessionaire are sometimes referred to herein collectively as the "parties".

WITNESSETH:

WHEREAS, County and Concessionaire entered into that certain Concessionaire Service Agreement dated December 18, 2007, (R2007-2256) (the "Agreement"), for the use of the Premises as defined in the Agreement; and

WHEREAS, the Term of the Agreement, as extended by the Concessionaire's exercise of the first (R2010-2005), second (R2011-1933) and third (R2012-1788) options to extend, currently expires on December 31, 2013; and

WHEREAS, the parties wish to amend the Agreement to approve a three (3) month extension of the Term of the Agreement and incorporate certain language required by County; and

WHEREAS, County hereby acknowledges that Tenant is not delinquent in the payment of rent and is not in default of any of the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and 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 ascribed to them in the Agreement.
2. The Term of this Agreement is extended for a period of three (3) months commencing upon January 1, 2014, and terminating March 31, 2014, unless sooner terminated pursuant to the provisions of this Agreement.
3. The parties agree that for the three (3) month extension of the Term that commences on January 1, 2014, and expires on March 31, 2014, the Guaranteed Annual Rent shall not be adjusted as provided for in Section 2.02, but shall instead remain the same as it was for the year of the Term that commenced on January 1, 2013.
4. Section 18.19, Non-Discrimination, is modified to include a prohibition against discrimination based on familial status.
5. No provision of this Lease 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 Lease, including but not limited to any citizens of Palm Beach County or employees of County or Tenant.
6. 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.

7. Except as set forth herein, the Agreement remains unmodified and in full force and effect.
8. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have duly executed this First Amendment as of the day and year first written above.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

COUNTY:

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

By: _____
Deputy Clerk

By: _____, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Audrey Wolf, Director
Facilities Development & Operations

WITNESSES:

CONCESSIONAIRE:

DANIA PIER MANAGEMENT CORP., a
Florida corporation

[Signature]
Witness Signature

By: [Signature]
Donald V. Streeter, President

JOHN PAVELKO
Print Witness Name

SEAL

[Signature]
Witness Signature

David H. Lill
Print Witness Name

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 10/17/2013

REQUESTED BY: Steven K. Schlamp
Property Spec./PREM

PHONE: 233-0239
FAX: 233-0210

PROJECT TITLE: Juno Beach Pier Concession Term Extension 2013

PROJECT NO.: 2013-5.019

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$13,687.35)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$13,687.35)</u>	<u>\$-0-</u>	<u>\$-0-</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: 5260

OBJ: 4729-18
SUB OBJ:

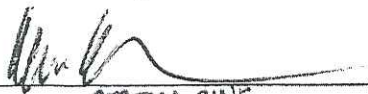
IS ITEM INCLUDED IN CURRENT BUDGET: YES NO

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
- _____ _____ _____

SUBJECT TO IG FEE? YES NO

Department: Parks & Recreation Department

BAS APPROVED BY: 
REBECCA PINE

DATE: 10/18/13

ENCUMBRANCE NUMBER:

Below is information on the justification for the figures listed on the attached BAS for the First Amendment to the Concessionaire Service Agreement with Dania Pier Management Corp., for a three (3) month term extension for the Juno Beach pier concession from 1/1/2014 – 3/31/2014.

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
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External Revenues	(\$13,687.35)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$13,687.35)</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

FY14:

- The Agreement currently expires on 12/31/2013.
 - The current rent is \$54,749.39/year = \$4,562.45/month.
 - The First Amendment extends the term for three (3) months from 1/1/2014 – 3/31/2014 and the rent remains the same at \$54,749.39/year = \$4,562.45/month.
 - Rent for FY14 will be:
 - 1/1/2014 – 3/31/2014 = 3 months.
 - \$4,562.45 x 3 months = \$13,687.35.
- FY14 TOTAL = \$13,687.35**

FY15 – FY18: \$-0-

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/26/2013
PRODUCER C & C INSURANCE AGENCY, INC 10306 S. FEDERAL HWY. PORT ST LUCIE, FL 34952 772.337.1250	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.	
INSURED DANIA PIER MANAGEMENT CORP 300 NORTH BEACH RD DANIA, FL. 33004	INSURERS AFFORDING COVERAGE INSURER A. THE BURLINGTON INSURANCE CO INSURER B. INSURER C. INSURER D. MADISON INSURANCE CO INSURER E.	NAIC#

COVERAGES
 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

INOR LTR	ADPL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	183B010503	07/28/13	07/28/14	EACH OCCURRENCE \$1,000,000.00
		GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$1,000,000.00
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - FA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCV000484000	04/22/13	04/22/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$100,000.00 EL DISEASE - EA EMPLOYEE \$100,000.00 EL DISEASE - POLICY LIMIT \$500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER SHOWN AS ADDITIONAL NAMED INSURED

CERTIFICATE HOLDER PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS 2700 6TH AVE S. LAKE WORTH, FLA 33461 ATTN: WENDY FAX-561-242-6996	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ISSUE MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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