

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(\$6,718)</u>	<u>(\$73,898)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$6,718)</u>	<u>(\$73,898)</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____

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

Budget Account No: FUND: 0001 DEPT: 580 UNIT: 5111-02 RSRC: 04729 SUB RSRC: 03

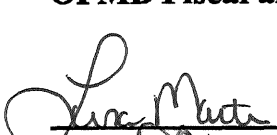
B. Recommended Sources of Funds/Summary of Fiscal Impact:

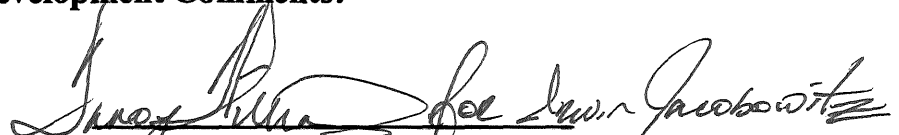
Fixed Assets Number N/A

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 7/21/21
 OFMB 7/20
 BR 7/21


 Contract Development and Control
7-28-21 TR

B. Legal Sufficiency:


8/5/21
 Assistant County Attorney

C. Other Department Review:


 Department Director

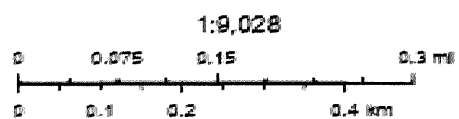
This summary is not to be used as a basis for payment.

Background and Policy Issues (cont'd.): The First Amendment (R2016-1057) dated August 16, 2016, exercised the first extension option, which extended the term of the Agreement for two (2) years until August 31, 2018; reduced the percentage rent from 8.5% to 8% to compensate for reductions in sales that Hawkhaven experienced due to County special events; and updated and added various standard County provisions. Hawkhaven exercised its second option on August 14, 2018 (R2018-1175) extending the term of the Agreement through August 31, 2020 at an annual rental rate of \$80,597.89. On December 18, 2018, the Board approved the Second Amendment (R2018-2063) permitting the sale of beer and wine and updated and added various County provisions. On August 25, 2020, the Board approved the Third Amendment which extended the term through August 31, 2021, with no options; deleted the guaranteed annual rent and rent adjustment provision; and modified the percentage provision from eight percent (8%) annually to seven percent (7%) of the monthly gross sales derived from the operation of the concession. This Fourth Amendment will extend the term for one (1) year through August 31, 2022, and modify a standard County provision. Parks manages this Agreement and is satisfied with Hawkhaven's performance.

Hawkhaven stated no change in ownership has occurred with Brian Wilson and Jennifer Wilson each owning a 50% interest.



July 12, 2021



30-43-41-05-00-004-0060

AERIAL MAP



Attachment #1

Attachment #2
Resolution (6 pages)

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN AMENDMENT TO THE CONCESSIONAIRE SERVICE AGREEMENT WITH HAWKHAVEN, LLC, dba LAZY LOGGERHEAD CAFE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hawkhaven, LLC, dba Lazy Loggerhead Cafe, a Florida limited liability company, (“Concessionaire”), pursuant to a Concessionaire Service Agreement, dated August 13, 2013 (R2013-1018), operates a food and beverage concession at Carlin Park (Park); and

WHEREAS, the existing Term expires on August 31, 2021, with no options to extend, which requires a new Request for Proposals for a concession at the Park; and

WHEREAS, the County is in the process of issuing a Request for Proposals for the operation of a food service concession within the Park, and it will be in the best interest of the County to maintain continuous service for Park patrons; and

WHEREAS, Concessionaire wishes to extend the Term of the Agreement for one (1) year, and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that Concessionaire provides a service to patrons of Carlin Park by offering them food, beverage and sundry services at a reasonable price that County does not wish to lose, and renewing the extension Term of the Agreement for one (1) year is in the best interest of the County.

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 Extend Term of the Agreement

The Board of County Commissioners of Palm Beach County shall extend the Term of the Agreement for one (1) year pursuant to the Fourth Amendment to the Concessionaire Service Agreement attached hereto as Exhibit “A” and incorporated herein by reference.

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 Dave Kerner, Mayor _____
Commissioner Robert S. Weinroth, Vice Mayor _____
Commissioner Maria G. Marino _____
Commissioner Gregg K. Weiss _____
Commissioner Maria Sachs _____
Commissioner Melissa McKinlay _____
Commissioner Mack Bernard _____

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2021.

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

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO
LEGAL SUFFICIENCY

By: _____
Chief Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS


By: 
Department Director

EXHIBIT "A"

FOURTH AMENDMENT TO CONCESSIONAIRE SERVICE AGREEMENT

FOURTH AMENDMENT TO CONCESSIONAIRE SERVICE AGREEMENT

THIS FOURTH AMENDMENT TO CONCESSIONAIRE SERVICE AGREEMENT (R2013-1018), (the "Fourth Amendment") is made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County") and **HAWKHAVEN LLC., DBA LAZY LOGGERHEAD CAFÉ**, a Florida Limited Liability Company, ("Concessionaire").

WITNESSETH:

WHEREAS, County and Concessionaire entered into that certain Concessionaire Service Agreement dated August 13, 2013 (R2013-1018) (the "Agreement") for the operation of a food service concession within Carlin Park ("Park") in Jupiter; and

WHEREAS, the First Amendment to the Agreement dated August 16, 2016, (R2016-1057) extended the Term through August 31, 2018, reduced the annual percentage of annual gross revenues and updated various County provisions; and

WHEREAS, the term of the Agreement, was extended to August 31, 2020 by Concessionaire's exercise of the second option to extend as approved by the Board on August 14, 2018 (R2018-1175); and

WHEREAS, the Second Amendment to the Agreement dated December 18, 2018, (R2018-2063) permitted the Concessionaire to sell beer and wine and updated various County provisions; and

WHEREAS, The Third amendment dated August 25, 2020 (R2020-1193) amended the Agreement by reducing the final two (2) year extension option to a one (1) year option, and reduced the percentage rent from eight (8%) percent to seven (7%) percent due to the impacts of COVID-19 to the Concessionaire; and

WHEREAS, the Term of the Agreement currently expires on August 31, 2021; and

WHEREAS, the County is in the process of issuing a Request for Proposals for the operation of a food service concession within the Park, and it will be in the best interest of the County to maintain continuous service for Park patrons; and

WHEREAS, the parties wish to amend the Agreement to provide for continued occupancy basis 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 August 31, 2022, commencing on September 1, 2021, and shall thereafter continue until terminated by the County Administrator or its Designee, at its sole discretion, upon ninety (90) days prior notice to Concessionaire.
3. Article XVIII Miscellaneous is hereby modified to add the following:

Section 18.26 E-Verify - Employment Eligibility

Concessionaire 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 beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Concessionaire's subcontractors/subconsultants performing the duties and obligations of this Agreement are registered with and beginning January 1, 2021, 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.

4. Except as set forth herein, the Agreement, as amended by this Fourth Amendment, remains unrevised and in full force and effect, and the parties hereby ratify, confirm, and adopt the Agreement, as amended, hereby.

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

Signed in the presence of:

CONCESSIONAIRE:

HAWKHAVEN, LLC, DBA LAZY
LOGGERHEAD CAFE, a Florida limited
liability company

Signature of Witness

By: _____
Signature

Print Name of Witness

(Print Name and Title)

Signature of Witness

(SEAL)

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: _____
Dave Kerner, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Chief Assistant County Attorney

By: _____
Department Director

Attachment #3
Fourth Amendment (2 @ 3 pages)

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HAWKHAVEN, LLC, DBA LAZY
LOGGERHEAD CAFE, a Florida limited
liability company

[Signature]
Signature of Witness

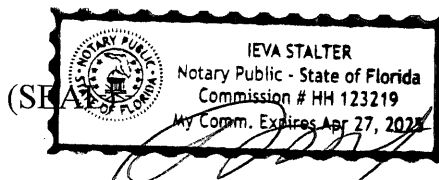
By: [Signature]
Signature

Maingat Hallman
Print Name of Witness

Jennifer Wilson, Man. Member
(Print Name and Title)

[Signature]
Signature of Witness

Megan Ritey
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: _____
Dave Kerner, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Chief Assistant County Attorney

By: [Signature]
Department Director