

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

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

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

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 There is no fiscal impact associated with this item

Fixed Asset Number N/A

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 9/28/21
 OFMB 9/27/21 UM
 BR 9/27 9/27

[Signature] 10/5/21
 Contract Development and Control
 10-5-21 TD

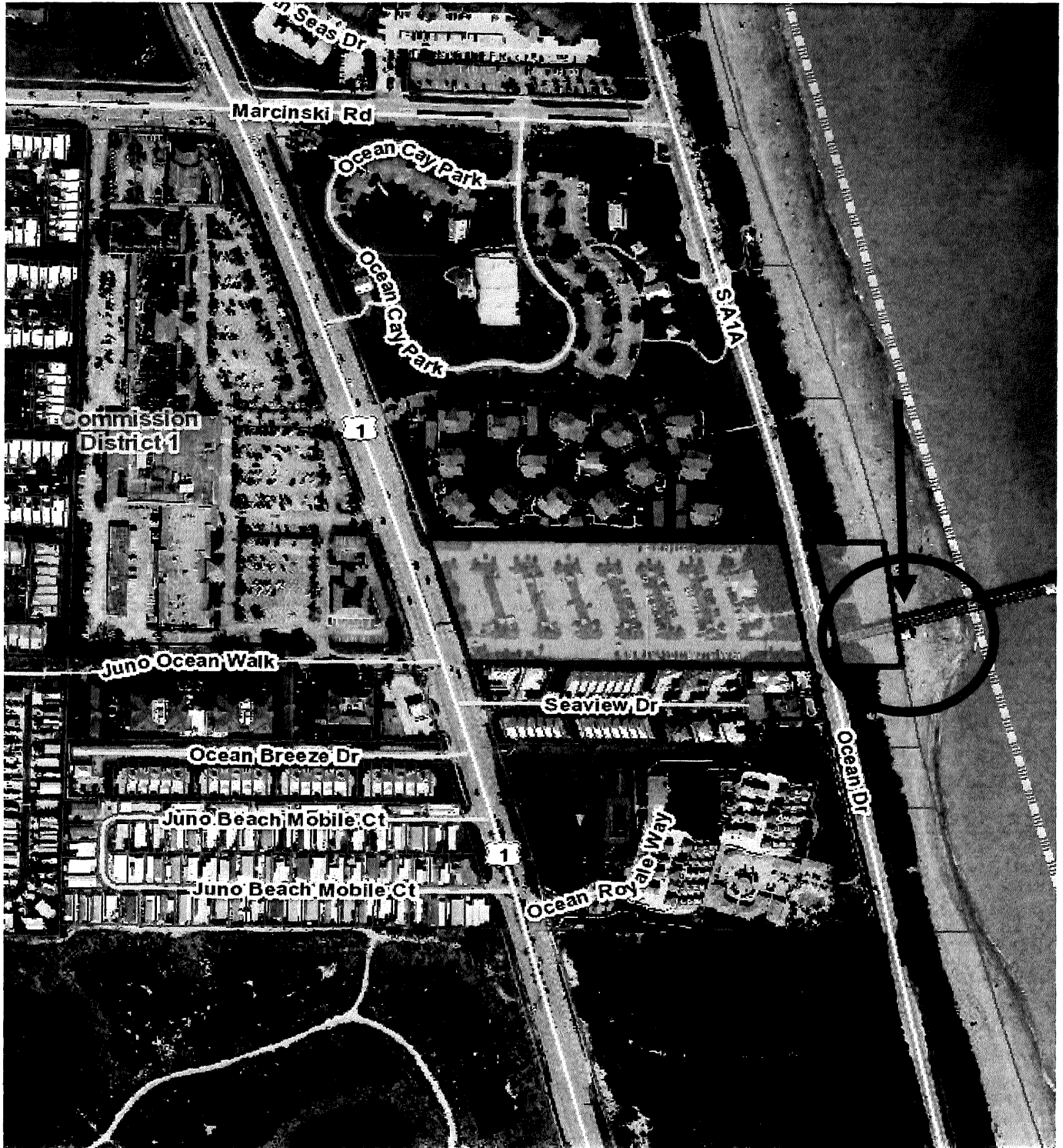
B. Legal Sufficiency:
[Signature] 10/5/21
 Assistant County Attorney

C. Other Department Review:
[Signature]
 Department Director

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

Background and Justification: On March 12, 2019, the Board entered into a new Agreement with Loggerhead for a term of five (5) years through March 31, 2024, plus two (2) five (5) year extension options. Loggerhead received rental abatement for eighteen (18) months in return for approximately \$88,000.00 in renovations and was required to obtain a building permit within twenty (20) months of the Commencement Date, and complete the renovations within 12 months of receipt of the permits; failure to complete within the allotted time will require Loggerhead to pay back all abated rent. The Parks and Recreation Department is satisfied with Loggerhead's performance.

No change in ownership Loggerhead still operates as a 501(c)(3) organization with no individuals or entities having a beneficial interest in its assets.



28-43-41-21-00-001-0011

AERIAL MAP



Attachment #2
First Amendment (2 @ 4 pages)

FIRST AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT

THIS FIRST AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT (R2019-0376), (the “First Amendment”) is made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (“County”) and **LOGGERHEAD MARINELIFE CENTER, INC.**, a Florida not for profit corporation (“Concessionaire”).

WHEREAS, County and Concessionaire entered into that certain Concessionaire Lease Agreement dated March 12, 2019 (R2019-0376) (the “Agreement”) for the use of the Premises as defined in the Agreement, with a commencement date of April 1, 2019, for a term of five (5) years and two extension options of five (5) years each; and

WHEREAS, Concessionaire was required to make approximately \$88,000 in renovations to the Premises to be completed no later than thirty two (32) months after the Commencement date; and

WHEREAS, based on the proposed renovations rent was set to be abated for eighteen (18) months, the rent abatement period started on January 1, 2021 and will end on July 1, 2022; and

WHEREAS, the Concessionaire was made aware by its contractor that there are roof and water leaks on the Premises that have stalled the completion of the required renovations preventing the Concessionaire from meeting the renovation deadline; and

WHEREAS, County and Concessionaire have entered into a separate agreement (R2021-1112) by which Concessionaire has agreed to complete the additional repairs on behalf of the County to help mitigate further damage to the Premises due to water intrusion; and

WHEREAS, County and Concessionaire wish to modify the Agreement to extend the deadline to complete the renovations to account for the additional required work.

NOW, THEREFORE, in consideration of the mutual covenants and agreement 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, as amended.
2. The second paragraph of Section 2.08, Rent Abatement, is hereby deleted in its entirety and replaced with the following:

The expansion of the Premises shall be completed no later than twenty-four (24) months after the execution of this First Amendment. Should the expansion of the Premises not be completed within twenty-four (24) months after the execution of this First Amendment, the County shall have the right, at its option and in its sole discretion, to terminate the rental abatement effective immediately upon Concessionaire’s receipt of notice from County, wherein

in the event County exercises the aforementioned termination right, Concessionaire shall, within fifteen (15) days of receipt of said notice, pay to the County the total amount of the abated rent, if any.

3. Section 4.02 (r) is deleted in its entirety and replaced with the following:

(r) Concessionaire may, with the approval of the Director of Parks and Recreation Department suspend operation of the concession whenever the Park is closed due to severe storms, maintenance, construction, epidemic pandemic, disaster, or acts of God. Reasonable effort shall be made to reopen the Park in a timely manner following severe storms, maintenance, construction, epidemic pandemic, disaster, or acts of God. If the closure is for an extended period of time (greater than seven (7) consecutive days), the Director of Parks and Recreation Department shall prorate the monthly payment of Annual Rent.

4. The County's designated representative under Section 8.07 Insurance Terms and Conditions shall be the following:

Palm Beach County
2700 6th Ave S
Lake Worth, FL 33461
Email: jsteele@pbcgov.org (561) 966-6654

5. The Agreement is hereby modified to add the following:

SECTION 19.27: 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.

6. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof.

(Remainder of the page intentionally left blank)

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

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT &
COMPTROLLER

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

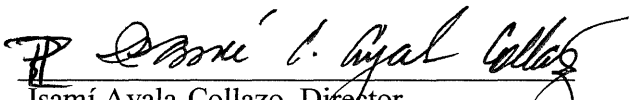
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO LEGAL
SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
Chief Assistant County Attorney

By: 
Isami Ayala-Collazo, Director
Facilities Development & Operations

ATTEST:

**CONCESSIONAIRE:
LOGGERHEAD MARINELIFE CENTER,
INC., a Florida not for profit corporation**

By: Kathleen M. Fahy
Witness Signature

By: [Signature]
Tim Hamon, Chief Operating Officer

Kathleen M. Fratelia
Witness Printed Name

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