

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:	October 19, 2021	[X] Consent [] Ordinance	[] Regular [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to Concessionaire Lease Agreement with Loggerhead Marinelife Center, Inc., a Florida not for profit corporation (i) extending the deadline to complete approximately \$88,000 in renovations at the Juno Beach Pier Bait House located at Juno Beach Park for twenty-four (24) months from the date of execution of this First Amendment; and (ii) updating standard County provisions.

Summary: In 2014, the Board of County Commissioners (Board) approved a Concessionaire Service Agreement (R2014-0359) with Loggerhead Marinelife Center, Inc. (Loggerhead). Loggerhead was chosen subsequent to an issuance of a Request For Proposal (RFP). Said agreement expired on March 31, 2019. In accordance with PPM CW-L-023, in lieu of issuing a new RFP, on March 12, 2019, the Board approved a new Concessionaire Lease Agreement (R2019-0376) (Agreement) with Loggerhead for a term of five (5) years plus two (2) five (5) year extension options. The Agreement includes a provision that Loggerhead will receive eighteen (18) months of rent abatement in exchange for performing approximately \$88,000 in renovations to the Juno Beach Pier Bait House. Loggerhead was unable to complete the renovations within the required twelve (12) months of issuance of the permit as it was discovered that other capital repairs to the building are required (roof, exterior siding and fire/intrusion alarm) which are the responsibility of the County. Loggerhead currently has a contractor on site performing the Juno Beach Pier Bait House renovations and the building expansion in Loggerhead Park. Staff has determined that there would be a cost saving to the County by having Loggerhead complete the additional repairs to the bait house utilizing their own contractor. On August 17, 2021, the Board approved an Agreement (R2021-1112) with Loggerhead to fund in an amount not to exceed \$150,000 the replacement of the roof, siding and alarm panel. Due to the delay caused by this unforeseen issue, additional time is now required to complete the original proposed renovation by Loggerhead. This First Amendment provides an additional twenty-four (24) months after execution of this First Amendment to complete the approximate \$88,000 in renovations; updates the provision about park closures to include pandemics and updates standard County provisions. All other terms of the Agreement will remain in full force and effect. Parks and Recreation Department will continue to have administrative responsibility for this Agreement. (Property & Real Estate Management) District 1 (HJF)

Background and Justification: Loggerhead has managed and operated the Juno Beach Pier and Bait House since 2014 after it was selected subsequent to the issuance of an RFP.

Continued on Page 3

Attachments:

- 1. Aerial Map
- 2. First Amendment to Concessionaire Lease Agreement (2)

Recommended By: #	Emil 1. lyal-Calles	10/07/2021	_
Đ	Department Director	Date	
Approved By:	Abore 0	10/7/2/	_
· · · · · · · · · · · · · · · · · · ·	County Administrator	Date /	-

Fiscal Years		2022	2023	2024	2025	2026
Opera Exter Progr	al Expenditures ating Costs nal Revenues ram Income (County) nd Match (County					
NET	FISCAL IMPACT			<u> Communication (Ca</u>		
	DITIONAL FTE TIONS (Cumulative)					
Is Ite	m Included in Current Bu	lget: Yes	1	No		
Does	this item include the use of	f federal fund	ls? Yes	No		
Budge	et Account No: Fund P	Dep rogram	it 1	Unit	_ Object	
B.	Recommended Sources of There is no fiscal impact as		•	Impact:		
	Fixed Asset Number <u>N/</u>	A	- 1			
C.	Departmental Fiscal Revie	w: / ,	r Sh			
		III. <u>REVII</u>	EW COMME	<u>NTS</u>		
A.	OFMB Fiscal and/or Cont	ract Develop	ment Commo	ents:		
C	OFMBOR 4:27-24 BR 9127	M GZ7	Contract Deve) elopment and 5-ZI		15121
B .	Legal Sufficiency: Assistant County Attorney	<u> 5 21</u>		·		
C.	Other Department Review	v:				

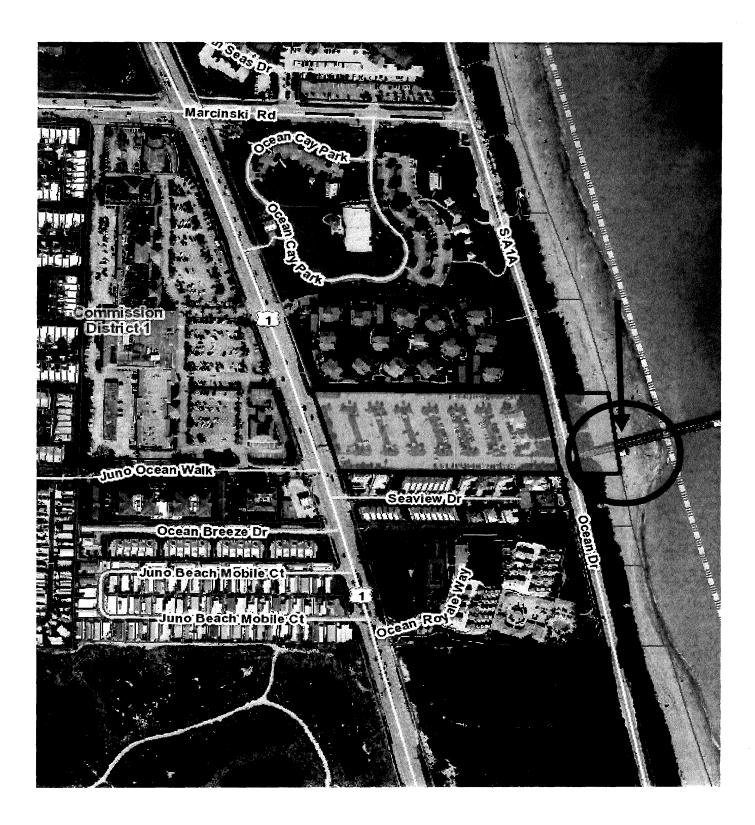
Department Director

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

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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 #1

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 Page 1 of 4

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: <u>jsteele@pbcgov.org</u> (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)

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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

1. hyal Some By: Isamí Ayala-Collazo, Director

Facilities Development & Operations

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ATTEST:

Heer M. Fratalia Salter By: Witness Signature

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

By: /

Tim Hanon, Chief Operating Officer

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