

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: **September 13, 2022**

Consent

Regular

Ordinance

Public Hearing

Department: **Parks and Recreation**

Submitted By: **Parks and Recreation Department**

Submitted For: **Parks and Recreation Department**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A Memorandum of Understanding (MOU) between Palm Beach County, the City of Riviera Beach, the Town of Palm Beach and the Town of Palm Beach Shores for the recreational and educational use of the leased area of Peanut Island.

Summary: The Port of Palm Beach (Port) and Palm Beach County (County) have agreed to a long-term lease agreement (R2022-0034) for the renovation, operation and management of approximately 42 acres of land on Peanut Island including the historic Coast Guard facilities and Kennedy Bunker. Peanut Island is located within the Intracoastal Waterway (ICW) adjacent to the Lake Worth Inlet and the municipalities of Riviera Beach, Palm Beach and Palm Beach Shores. It is the County's desire to work closely with all parties to the MOU to seek input on program offerings and cross-promote the facilities as a local resource and for destination tourism. The municipal parties to this MOU will communicate and coordinate with the County if they wish to sponsor a group for a guided tour of the historic facilities or visit the island as part of a community-wide celebration or program. This MOU shall be effective once executed by the Board and will remain in effect until the thirty (30) year term lease with one (1) twenty-five (25) year renewal option between the County and the Port terminates. Districts 1 & 7 (AH)

Background and Justification: Palm Beach County originally entered into a lease with the Port for approximately 36 acres on Peanut Island in 1994. In 1998, the County began capital improvements on the island including a mile long paver pathway, restroom facilities, fishing and boating docks, a campground, swimming beach and snorkeling lagoon. Additional improvements were completed in 2004 and included covered pavilions, environmental enhancements, a boating basin, and observation deck. The historic Coast Guard facilities and Kennedy Bunker were operated by the Palm Beach Maritime Museum until 2017 when their lease was terminated by the Port. The County and Port had initial discussions regarding the County's assumption of the six-acre historic facilities site, but paused as the Port examined other management options. Eventually the County and Port negotiated and executed a long-term lease in January 2022 for the existing leasehold property plus the six-acre historic facilities site. Due to Peanut Island's proximity to the City of Riviera Beach and the Towns of Palm Beach and Palm Beach Shores, it is in the best interest of all parties to enter into this MOU. The municipalities have executed the MOU and it is now being submitted for Board approval.

Attachment: Memorandum of Understanding

Recommended by:


Department Director

8-16-22
Date

Approved by:


Assistant County Administrator

9/1/2022
Date

II. FISCAL IMPACT ANALYSIS

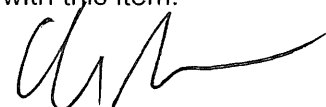
A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2022 | 2023 | 2024 | 2025 | 2026 |
|---|------------|------------|------------|------------|------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |
| Is Item Included in Current Budget: | | Yes | _____ | No | <u>X</u> |
| Does this item include use of federal funds? | | Yes | _____ | No | <u>X</u> |

Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Program _____

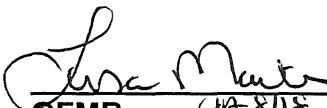
B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:

 8/18/22
 OFMB 4A-8118 8-18-22

 8/24/22
 Contract Development and Control
8-25-22 TW

B. Legal Sufficiency:

 8/30/22
 Assistant County Attorney

C. Other Departmental Review:

REVISED 09/2003
 ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**Memorandum of Understanding (MOU)
Between Palm Beach County, the City of Riviera Beach,
The Town of Palm Beach and the Town of Palm Beach Shores for
The Recreational and Educational Use of the leased area of Peanut Island**

WHEREAS, the Port is the owner in fee simple of approximately 42 acres of land located on Peanut Island, 6500 Peanut Island Road, Riviera Beach, Florida, 33404-6900; and

WHEREAS, the Port of Palm Beach (Port) and Palm Beach County (County) have agreed to a long-term lease agreement for the renovation, operation and management of the Historic Facilities on Peanut Island by the Parks and Recreation Department (include the Resolution number of the lease agreement here); and

WHEREAS, the County desires to renovate, manage and operate the Historic Facilities on Peanut Island exclusively for public park, historic and educational purposes; and

WHEREAS, the County desires to enter into this MOU with the Town of Palm Beach (Town of PB), the Town of Palm Beach Shores (Town of PBS) and the City of Riviera Beach (City) regarding programmatic, educational and ecotourism opportunities that reflect the diversity of the communities; and

NOW THEREFORE, in consideration of the benefits to the public, and the covenants of the Parties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties to this MOU hereto agrees as follows:

The County intends to renovate, manage and operate the approximate 6.4 acres of historic facilities on Peanut Island in addition to the existing 22 acres leased from the Port as a County park open to the general public for recreational, historical and educational purposes. The County agrees not to change the current land use and zoning on Peanut Island that would permit commercial activities, notwithstanding those retail services commonly associated with a museum or educational facility will be permitted.

The County envisions operating the historic structures as a low impact historical museum serving the general public, students, tourists and others a minimum of four days per week to include a Saturday and/or Sunday.

The County will:

(a) Manage, maintain, and operate the historic facilities on Peanut Island in the same manner as the rest of Peanut Island without impairing or restricting maritime uses by the Port.

(b) Provide the Port with an Operational Management Plan (OMP) which will include general and specific goals, management and operation of the site and projected improvements to the historic facilities. The OMP will include strategies designed to effectuate activities that will create an educational, recreational and entertaining environment that equitably supports inclusion and diversity.

(c) Continue partnerships with municipal Parks and Recreation Departments and non-profit organizations that attract and encourage youth, students, seniors and other groups to visit Peanut Island for picnicking, environmental exploration, snorkeling, history/education/environmental tours and special functions.

(d) Partner with donors and explore grant opportunities to renovate and restore historical facilities and to conduct activities and functions.

(e) Encourage private local residents to visit and participate in Peanut Island activities and services by creating fair opportunities that may include:

- (1) free and reduced admission fees for daily activities and special events being held on Peanut Island through creative partnerships to offset the direct operational cost whenever feasible.
- (2) free and reduced transportation fees to attain physical access to the Island through creative partnerships to offset the private transportation cost whenever feasible.

(f) Work closely with all Parties to this MOU to seek input on program offerings, and will install an information kiosk displaying the logos of the Town of PB, the Town of PBS and the City.

(g) Work collaboratively with the municipalities for cross-promotion of facilities as both a local resource for quality of life and a tourism destination for economic vitality.

(h) Conduct outreach and endeavor, as regulations permit, to recruit employees and volunteers from the surrounding community, particularly for youth education programs where teen and young adults would gain work experience and achieve community service volunteer hours.

(i) Ensure that all signage, and marketing collateral reflects the partner municipalities in the agencies that are contiguous to Peanut Island.

(j) Provide for opportunities for partnering agencies such as the local municipalities and the Port to utilize the site for bona fide municipal purposes i.e. Staff outings, training, recreational activities etc.

(k) Provide annual updates on the (OMP) upon request.

(l) Create programs that promote inclusivity and allows for underserved and underrepresented communities to gain access to the amenities and services provided on the island.

The Town of PB, the Town of PBS and the City will coordinate with the County if they wish to sponsor a group for a guided tour or to include the historic facilities as part of a community-wide celebration, program, or hosted conference activity. The County will work cooperatively with each Party in this effort.

The County retains the option to operate the museum facilities directly or contractually with revenue generated through tour admission fees, program registration, museum store, food/beverage sales and donations.

Both the County and the Town of PB, the Town of PBS and the City agree to contribute to and /or work collaboratively to pursue grant funding and other fund raising opportunities for the restoration and operation of the historic facilities.

Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties agree that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, be excluded from the benefits of or be subjected to any form of discrimination under any activity conducted pursuant to this MOU.

If any term or provision of this MOU, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this MOU, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this MOU shall be deemed valid and enforceable to the extent permitted by law.

This MOU shall be effective once executed by all Parties to this MOU and shall remain in effect until the Lease between the County and the Port terminates. This MOU shall automatically terminate as of the effective termination date of the Lease and may also terminate if there is a change or modification to the Lease Agreement which would change or modify the terms of this MOU or if there is a change or modification to the Historic Facilities at Peanut Island that would contradict the intent of this MOU.

Execution of this Memorandum of Understanding signifies your understanding and concurrence with same.

IN WITNESS WHEREOF, County, Town of PB, Town of PBS and the City have executed this MOU, or have caused the same to be executed as of the day and year first above written.

Attest:

Joseph Abruzzo, Clerk of the Circuit Court
and Comptroller Palm Beach County

By: _____
Deputy Clerk

Palm Beach County, Florida, By
Its Board of County Commissioners

By: _____
Commissioner Robert S, Weinroth, Mayor

Approved as to Form and Legal Sufficiency

Approved as to Terms & Conditions

By: Anne Helfant
Anne Helfant, Assistant County Attorney

By: Eric Call
Eric Call, Director
Parks & Recreation Department

CITY

**CITY OF RIVIERA BEACH, a political
subdivision of the State of Florida**

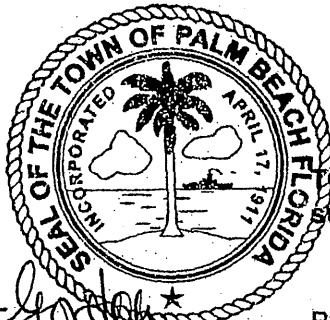
By: Jawanna Smith
Clerk

By: DocuSigned by:
Ronnie Felder
6A14043997F54F1...
Ronnie L. Felder, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: DocuSigned by:
Dawn Wynn
9259DD181AA94E4

TOWN



TOWN OF PALM BEACH, a political
subdivision of the State of Florida

By: Gayle Jordan
TOWN Clerk (ACTWG)

By: Danielle H. Moore
Danielle H. Moore, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

TOWN

TOWN OF PALM BEACH SHORES, a political
subdivision of the State of Florida

By: _____
Clerk

By: _____
Carol M. McCormack, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

By: _____

TOWN

TOWN OF PALM BEACH, a political
subdivision of the State of Florida

By: _____

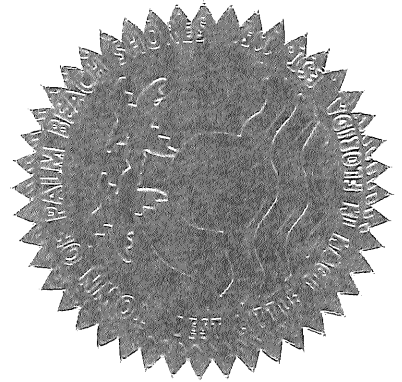
Clerk

By: _____

Danielle H. Moore, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____



TOWN

TOWN OF PALM BEACH SHORES, a political
subdivision of the State of Florida

By: *Caroline Browning*

Clerk

By: *Alan D. Fiers*

Alan D. Fiers, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]

KEITH W. DAVIS - Town Attorney