

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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**Meeting Date:** **October 17, 2023**       **Consent**       **Regular**  
                                                                                           **Ordinance**       **Public Hearing**

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**Department:** **Facilities Development & Operations**

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends a motion to approve: a Second Amendment to Concessionaire Lease Agreement with Loggerhead Marinelife Center, Inc., a Florida not-for-profit corporation (i) exercising the first renewal option to extend the term from April 1, 2024 to March 31, 2029; and (ii) abatement of the annual rent in the amount of \$32,907 commencing upon the first month following completion of the replacement of the pier-decking boards.

**Summary:** Loggerhead Marinelife Center, Inc. (Loggerhead) manages and operates the Juno Beach Fishing Pier (Pier) and concession building pursuant to a Concessionaire Lease Agreement (R2019-0376) approved by the Board of County Commissioners (Board) on March 12, 2019, as amended on October 19, 2021 (R2021-1501) (collectively, the Agreement). The initial term of the Agreement is five (5) years and expires on March 31, 2024. The Agreement provides for two renewal options of five (5) years each. Loggerhead desires to exercise its first renewal option and has submitted timely written notification of same. In addition, pursuant to the terms of the agreement, Loggerhead is responsible for maintaining the Pier. Staff and Loggerhead have identified five hundred sixty (560) pier-decking boards are beyond repair and must be replaced. Loggerhead has agreed to replace these damaged pier-decking boards in lieu of paying rental payments in the equivalent amount. Loggerhead provided the County with three estimates for the work, with the lowest estimate being \$31,107, plus an additional \$1,800 in labor costs, for a total of \$32,907. Therefore, staff is recommending rental abatement in the amount of \$32,907, commencing the first full month following the completion of the board replacements, provided the task is achieved within 90 days from the signing of this Second Amendment. This Second Amendment approves the rental abatement in the amount of \$32,907 and extends the term of the Agreement from April 1, 2024 to March 31, 2029. Except for the modifications articulated in this Second Amendment, all other terms and conditions remain unchanged. Parks and Recreation Department (Parks) 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. Extension Option Letter
2. Second Amendment to Concessionaire Lease Agreement (2)

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**Recommended By:** *[Signature]*      *10/6/23*  
                                                                                          **Department Director**      **Date**

**Approved By:** *[Signature]*      *10/12/23*  
                                                                                          **County Administrator**      **Date**

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$22,155)	(\$56,713)	(\$58,415)	(\$60,167)	(\$61,972)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>(\$22,155)</b>	<b>(\$56,713)</b>	<b>(\$58,415)</b>	<b>(\$60,167)</b>	<b>(\$61,972)</b>
# 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 0001 Dept 580 Unit 5111-03 RSRC 4729-18  
 Program \_\_\_\_\_

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

Annual rent increases 3% each year. Rental Abatement in the amount of \$32,907 from February 2024 through a portion of September 2024, assuming Loggerhead completes replacement within 90 days from approval of this Second Amendment.

Fixed Asset Number N/A

C. Departmental Fiscal Review: [Signature]

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

[Signature] 10/10/2023  
 OFMB  
 10-10-23

[Signature] 10/11/23  
 Contract Development and Control  
 10/11/23

**B. Legal Sufficiency:**

[Signature] 10/12/23  
 Assistant County Attorney

**C. Other Department Review:**

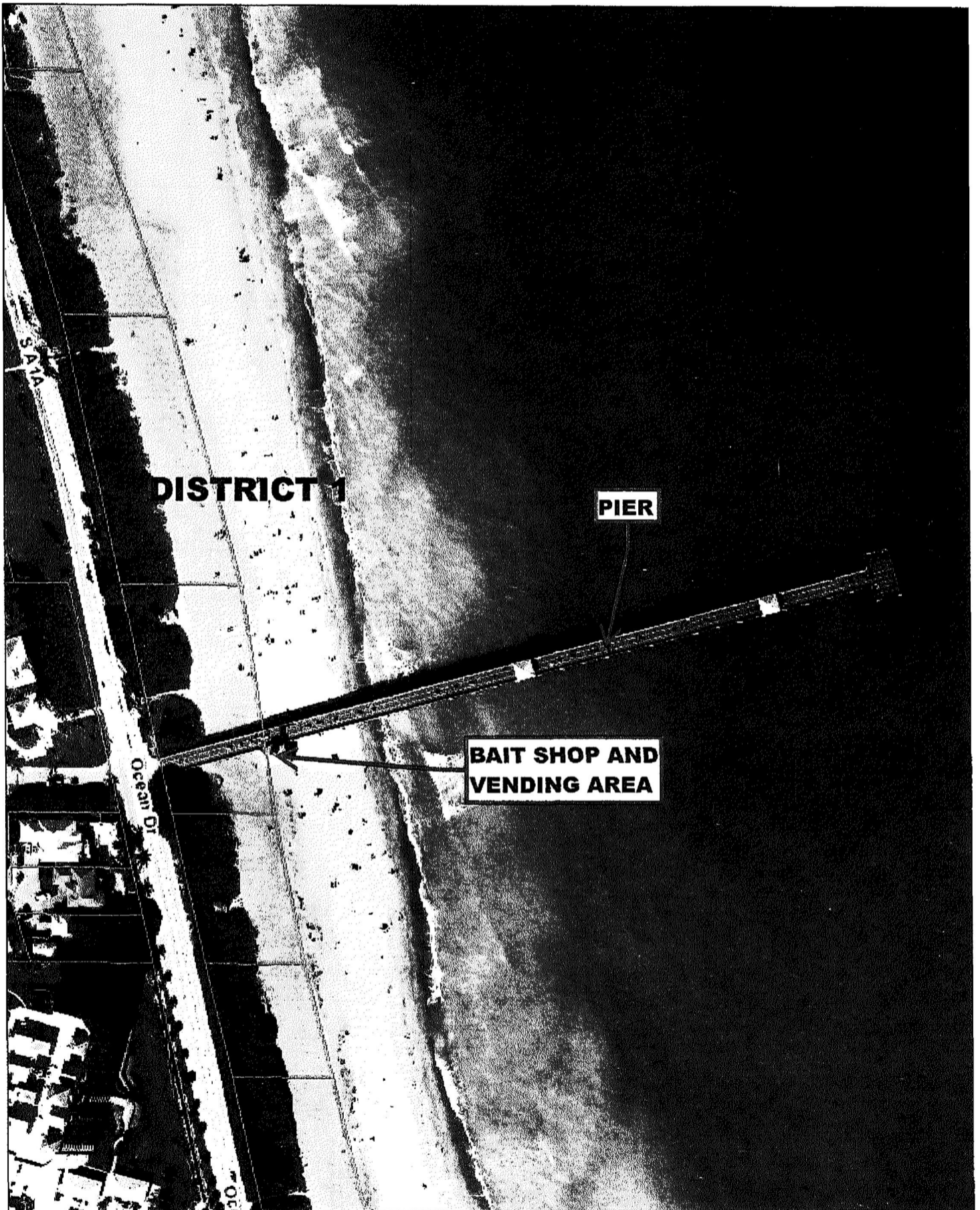
Paul Connell  
 Department Director

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

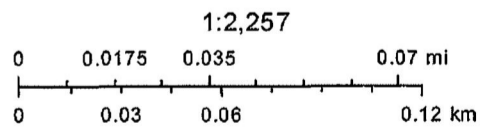
**Background and Justification:** On March 12, 2019, the Board entered into a new Agreement with the Concessionaire for a term of five (5) years through March 31, 2024, plus two (2) five (5) year extension options. The Agreement included a provision that Loggerhead will receive eighteen (18) months of 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 were required (roof, exterior siding and fire/intrusion alarm) which were the responsibility of the County. As Loggerhead had a contractor on site performing the Juno Beach Pier Bait House renovations and the building expansion in Loggerhead Park, Staff determined that there would be a cost saving to the County by having Loggerhead complete the additional repairs to the bait house utilizing their contractor. On August 17, 2021, the Board approved an Agreement (R2021-1112) with Loggerhead to fund 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, the First Amendment provided for an additional twenty-four (24) months to complete the renovations. The decking of the Pier is nearing its end of life and is in need of replacement as confirmed by a structural evaluation and assessment study obtained by Parks in 2021. The replacement of the 560 identified pier-decking boards will allow the Pier to continue functioning safely until such time as Parks is able to identify and secure funding for the replacement of the Pier. Parks is satisfied with Loggerhead's performance.

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

# LOCATION MAP



October 6, 2023



Premises consist of Bait Shop, Vending Area and Pier

## Attachment #1

**Attachment #2**  
**Extension Option Letter**  
**(1 @ 1 page)**



# LOGGERHEAD

MARINELIFE CENTER

14200 U.S. Highway One  
Juno Beach, Florida 33408  
561.627.8280 • marinelifelife.org

**Board of Directors**

- Brian K. Waxman  
*Chairman*
- Monique Brechter  
*Vice Chair*
- Beau Standish  
*Treasurer*
- Karen Marcus  
*Secretary*
- George W. Bovenlzer
- Susan Burke
- Carnille Coley
- Sally Gates
- Joseph A. Gibbons
- Diane Gray
- Raymond E. Graziotto
- Thomas Kodadek, Ph.D.
- Leanna Landsmann
- Bart Livolsi
- Ed Lunsford
- Katharine Sinclair MacGregor
- James F. Mullen IV, CPA
- Pam Rauch
- James A. Reiffel, M.D.
- Crista Ryan
- M.J. Saunders, Ph.D.
- Charles W. Schoenherr
- Lynne Wells
- Jeanette Wyneken, Ph.D.
- Natasha Ziff

**Executive Staff**

Andy Dehart  
*President & CEO*

August 10, 2023

Parks and Recreation Department  
Indira Persaud  
Division Director, Special Facilities  
John Prince Park  
2700 Sixth Avenue South  
Lake Worth, FL 33461

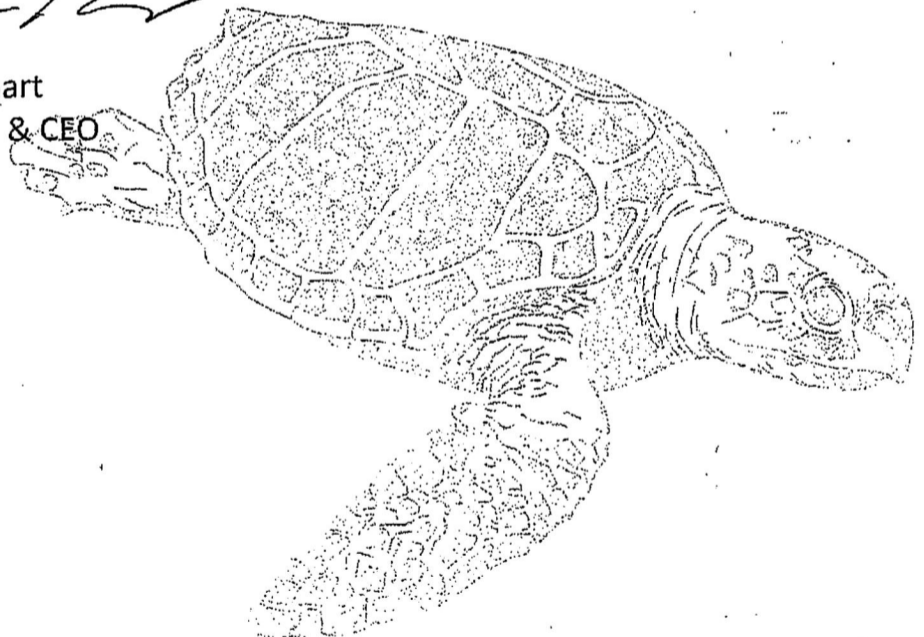
Ms. Persaud,

I am writing to request to exercise the First option to extend our Juno Beach Pier lease agreement.

Please reference Article I, Section 1.06 (option to extend) of lease agreement R-2019-0375 and R-2019-0376.

Thank you.

Andy Dehart  
President & CEO



**Attachment #3  
Second Amendment  
(2 @ 4 pages each)**

**SECOND AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT (R2019-0376)**, (the "Second 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), as amended by the First Amendment dated October 19, 2021 (R2021-1501) (collectively the "Agreement") for the management and operation of the Juno Beach Pier and concession building; and

**WHEREAS**, while the Concessionaire is responsible for maintaining the pier, County and Concessionaire have identified and agree that five hundred sixty (560) deteriorating pier-decking boards are not repairable and are currently in need of replacement; and

**WHEREAS**, Concessionaire has agreed to replace the five hundred sixty (560) deteriorating pier-decking boards in lieu of rental payments; and

**WHEREAS**, the Concessionaire has provided to the County three (3) repair estimates to replace the deteriorating pier-decking boards, and

**WHEREAS**, County has accepted the lowest repair estimate in the amount of \$31,107.00, with an additional \$1,800.00 in labor costs from the Concessionaire, for a cumulative total of \$32,907.00; and

**WHEREAS**, County and Concessionaire agree that Concessionaire will use the monies which otherwise would be payable as Annual Rent to replace the pier-decking boards; and

**WHEREAS**, in accordance with the Agreement, Concessionaire has submitted its notice to exercise its first option to extend the Agreement for an additional five (5) years; and

**WHEREAS**, the Agreement expires on March 31, 2024 and County is satisfied with the Concessionaire's performance.

**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. Section 2.08, Rent Abatement, is hereby amended to add the following:

The Annual Rent payable under Section 2.01 shall be abated in the amount of \$32,907.00. The rental abatement shall commence on the first full month following completion of the replacement of the five hundred sixty (560) deteriorating pier-decking boards provided Concessionaire completes replacement of same within ninety (90) days of the execution of this Second Amendment. The five hundred sixty (560) deteriorating boards will be identified and marked by Concessionaire and County staff. Should the replacement of the marked five hundred sixty (560) deteriorating pier-decking boards not be completed within 90 days from the execution of this Second Amendment, the Concessionaire shall not be entitled to a rental abatement.

3. The Agreement is hereby extended for five (5) years effective April 1, 2024 and shall expire on March 31, 2029.
4. Except as modified by this Second 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 Second 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**

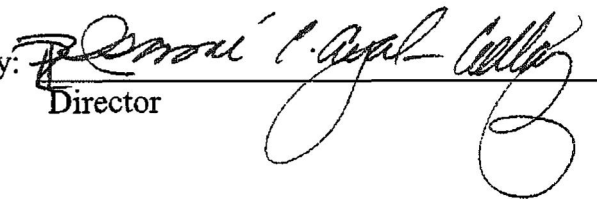
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

**APPROVED AS TO LEGAL**  
**SUFFICIENCY:**

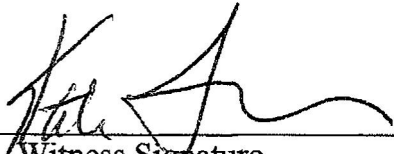
**APPROVED AS TO TERMS AND**  
**CONDITIONS:**

By:  \_\_\_\_\_  
Assistant County Attorney


By:  \_\_\_\_\_  
Director

**CONCESSIONAIRE:**


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

By:   
Witness Signature

Kat Frataglia  
Witness Printed Name

By:   
Andy Dehart, President & CEO

9/25/23

By:   
Witness Signature

Gui Roenca  
Witness Printed Name