Agenda Item #: 3H-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	**November 17, 2026**	**[X] Consent**	**[ ] Regular**
		[ ] Ordinance	**[ ] Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the Second Amendment to Concessionaire Service Agreement (Second Amendment) with Jupiter Outdoor Center, Inc. (JOCI) exercising the second and final five (5) year renewal option extending the term from November 17, 2026, through November 16, 2031, at an initial rental rate of $41,057.07/year with a four percent (4%) annual escalation.

Summary: On October 16, 2018, the Board of County Commissioners (BCC) approved the Concessionaire Service Agreement (R2018-1686) (the Initial Agreement) with JOCI for the operation of a water sports and recreational rental equipment concession at Riverbend/Loxahatchee River Battlefield Park (Park). The term of the Initial Agreement was three (3) years with two (2) successive five (5) year renewal options. The first of the two (2) available renewal options was exercised via the First Amendment to the Initial Agreement (R2021-1499) (First Amendment), approved by the Board on October 19, 2021. (The Initial Agreement and First Amendment are collectively hereinafter referred to as the "Agreement".) The current term of the Agreement expires on November 16, 2026. JOCI has provided timely written notification of its intent to exercise the final remaining five (5)-year renewal option. This Second Amendment extends the Agreement term from November 17, 2026, to November 16, 2031, and adds and updates certain standard provisions required in County agreements, including revisions to the insurance provision. The initial rental rate during the term of the Second Amendment is $41,057.07/year, with a four percent (4%) annual escalation. All other terms and conditions of the Agreement remain unchanged. The Parks and Recreation Department will continue to have administrative responsibility for the Agreement. **(Property & Real Estate Management) District 1 (ZQ)**

Background and Justification: On October 16, 2018, the BCC approved the Initial Agreement with JOCI for initial term of three (3) years with two (2) successive five (5) year renewal options. Subsequently, on October 19, 2021, the BCC approved the First Amendment, which revised various terms of the Initial Agreement by: (i) extending the deadline to complete the minimum capital improvements; (ii) memorializing the increase in licensed area and guaranteed annual rent; (iii) extending the term to November 16, 2026; and (iv) updating various standard County provisions. This Second Amendment extends the term of the Agreement from November 17, 2026, to November 16, 2031, and adds and updates certain standard County provisions. The Parks and Recreation Department will continue to have administrative responsibility for the Agreement, as amended by this Second Amendment. JOCI provided an updated Disclosure of Beneficial Interest disclosing the name and address of every person or entity having a five percent (5%) or greater beneficial interest in the ownership of JOCI.

Attachments:

1. Location Map
2. Notice of Exercise of Option, dated June 19, 2026
3. Second Amendment to Concessionaire Service Agreement
4. Disclosure of Beneficial Interests

Recommended By: _____ 10/20/26
Department Director **Date**

Approved By: _____ 10/23/26
Chief Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures	____	____	____	____	____
Operating Costs	____	____	____	____	____
External Revenues	($35,811)	($42,489)	($44,183)	($45,957)	($47,495)
Program Income (County)	____	____	____	____	____
In-Kind Match (County	____	____	____	____	____
NET FISCAL IMPACT	($35,811)	($42,489)	($44,183)	($45,957)	($47,495)
# ADDITIONAL FTE POSITIONS (Cumulative)	____	____	____	____	____

Is Item Included in Current Budget: Yes X No ____

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

Does this item include the use of state funds? Yes ___ No X

Budget Account No: Fund 0001 Dept 580 Unit 5111-06 Object 4729-05
Program ____

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

The term of the Agreement is for five (5) years. Effective November 17, 2026, the guaranteed annual rent will be $41,057.07 ($3,421.42/monthly) with annual four percent (4%) increases, plus a commission fee equal to the amount by which 18% of the annual gross revenues exceeds the guaranteed annual rent. The commission fee is not included in the above reference.

PCN	Fixed Asset Number
30-42-41-06-00-000-1020	F08115
00-42-41-06-00-000-5090	M10412

Red: Asset Nos. Reserved

Angelo DiPierro

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB 10/26/2026 10/27 10/21

Contract Development and Control 10/26/26 ZG 10.27.26

B. Legal Sufficiency: AH 10/21

Assistant County Attorney

C. Other Department Review:

Department Director

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

LOCATION MAP



PCN(S):
30-42-41-06-00-000-1020,
00-42-41-06-00-000-5090
District:
1

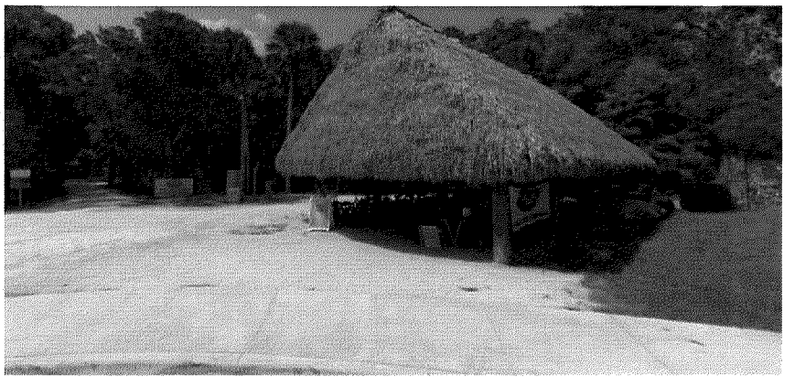
Acres:
128

Site Ownership:
Palm Beach County

Address:
9060 Indiantown Rd,
Jupiter 33478

Zoning:
PI

As of 10/1/2026



South View

FACILITIES DEVELOPMENT
& OPERATIONS
PALM BEACH COUNTY, FL

This map is provided for informational purposes only and is not intended to be used for description, conveyance, or authoritative definitio of legal boundary. The Property and Real Estate Management Division does not accept responsibility for damages experienced as a resul of using, modifying, contributing or distributing the enclosed material.

ATTACHMENT #1

Attachment #2
Notice of Exercise of Option (1 Page)

Jupiter Outdoor Center, Inc.
9060 W Indiantown Rd, Jupiter FL 33478
Mailing Address: 810 Saturn St, Ste 21, Jupiter FL 33477

www.jupiteroutdoorcenter.com
561-747-0063 **info@jupiteroutdoorcenter.com**

June 19, 2026

Palm Beach County Parks and Recreation Department
Attn: Indira Persaud, Special Facilities Division Director
2700 6th Avenue South
Lake Worth, FL 33461

Dear Ms. Persaud:

Pursuant to *R-2018-1686, Article I, Section 1.05*, Jupiter Outdoor Center (JOC) wishes to exercise its next renewal option under the Riverbend Park Concession Agreement.

As you know, we are continuing to move forward with Capital Improvements Phase 2, which remains in the permitting process at this time. We appreciate all of the assistance provided throughout this process. That help has been greatly valued, and we are grateful for the continued support.

As always, JOC will continue to follow the proper County procedures for approvals, permitting, and compliance requirements.

We truly value our partnership with Palm Beach County Parks and Recreation and Riverbend Park, and we look forward to continuing that relationship into the next renewal term.

Sincerely,

Candace Buddemeier, General Manager
Jupiter Outdoor Center

Attachment #3
Second Amendment to Concessionaire Service Agreement (12 Pages)

SECOND AMENDMENT TO CONCESSIONAIRE SERVICE AGREEMENT

THIS SECOND AMENDMENT TO CONCESSIONAIRE SERVICE AGREEMENT ("Second Amendment") is made and entered into November 17, 2026, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County") and **JUPITER OUTDOOR CENTER, INC.**, a Florida corporation ("Concessionaire").

WHEREAS, County and Concessionaire entered into a Concessionaire Service Agreement (R2018-1686) dated October 16, 2018 (the "Initial Agreement"), as modified by the First Amendment to the Concessionaire Service Agreement (R2021-1499) dated October 19, 2021 (the "First Amendment"; the Initial Agreement as modified by the First Amendment is referred to herein collectively as the "Agreement"), for the use of the Premises as defined in the Agreement; and

WHEREAS, Concessionaire has provided County with written notice that Concessionaire wishes to exercise its second five (5) year renewal option;

WHEREAS, County wishes to amend the Agreement to incorporate certain language required by County; and

WHEREAS, the parties hereto desire to amend the Agreement in accordance with the terms and conditions set forth herein.

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 parties agree that the Term of the Agreement shall be extended for a period of five (5) years, commencing on November 17, 2026, through November 16, 2031, unless sooner terminated pursuant to the provisions of this Second Amendment or the Agreement.

3. Commencing November 17, 2026, the Annual Rent shall increase to **$41,057.07**, payable in equal monthly installments of **$3,421.42**.

4. Section 4.06 of the Agreement, Non-Discrimination, is hereby deleted in its entirety and replaced with the following:

   County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, Concessionaire warrants and represents that

EXHIBIT "G"
TO THE CONCESSIONAIRE LEASE AGREEMENT

"DISCLOSURE OF BENEFICIAL INTERESTS"

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Richard Clegg, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President (position - i.e. president, partner, trustee) of **Jupiter Outdoor Center, Inc., a Florida Corporation** (the "Concessionaire") which entity is providing concession services on the real property legally described on or depicted in the attached Exhibit "A" (the "Premises").

2. Affiant's address is: 810 Saturn St, Suite 21, Jupiter, FL, 33477

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the concessionaire and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its entering into a Concessionaire Service Agreement for the Licensed Area.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
Print Affiant Name: Richard Clegg

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of [✓] physical presence or [ ] online notarization this 29 day of September, 2026, by Richard Clegg [ ] who is personally known to me or [✓] who has produced FL Driver's License as identification and who (✓) did ( ) did not take an oath.

Caleb Rutherford
Notary Public
Caleb Rutherford
(Print Notary Name)
NOTARY PUBLIC
State of Florida at Large
My Commission Expires: March 24, 2030

CALEB RUTHERFORD
MY COMMISSION # HH 783084
EXPIRES: March 24, 2030

EXHIBIT "A"

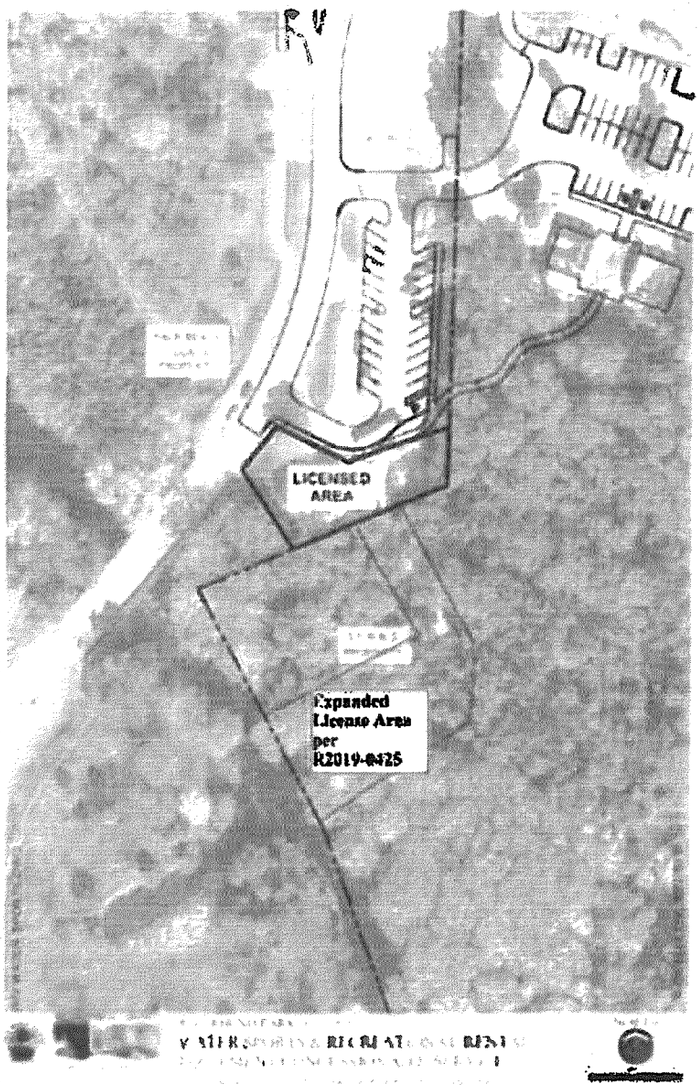


EXHIBIT "B"

SCHEDULE TO BENEFICIAL INTERESTS

Concessionaire is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Concessionaire must identify individual interest holders. If, by way of example, Concessionaire is wholly or partially owned by another entity, such as a corporation, Concessionaire must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
Richard Clegg	810 Saturn St Jupiter	100%