

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Operating Costs	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
External Revenues	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Program Income (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	<u>(\$-0-)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget: Yes No X

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 Department Unit
 Revenue Source /Sub Revenue Source

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

No fiscal impact

C. Departmental Fiscal Review: Robert Eric Pullillo

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><u>ASD/AC</u> 11/4/24 OFMB <u>OB</u> 11/4</p>	<p><u>QA</u> 11/4 <u>SW</u> 11.4.24</p>	<p><u>Tronda Brachler</u> 11/5/24 Contract Development and Control</p>
--	--	---

B. Legal Sufficiency:
[Signature] 11/6/24
 Assistant County Attorney

C. Other Department Review:
[Signature]
 Department Director

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

Attachment #2
First Amendment to Concessionaire Lease Agreement w/ Exhibits
2@ (14 pages each)

FIRST AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT

THIS FIRST AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT (R2023-1567) (the "First Amendment") is made and entered into December 3, 2024 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, ("County") and **DUNE DOG BEACH CAFÉ, LLC**, a Florida Limited Liability Company, ("Concessionaire") ("County" and "Concessionaire" collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, County and Dune Dog Acquisitions, Inc. ("DDA"), entered into that certain Concessionaire Lease Agreement dated October 17, 2023 (R2023-1567) (the "Agreement") for the use of the Premises as defined in the Agreement, for a term of three (3) years with two (2) three year options to extend; and

WHEREAS, DDA was selected through a competitive proposal process to use the Premises for food and beverage service through Request for Proposal No. 2023-101-LMD ("RFP"); and

WHEREAS, the RFP provided that the term of the Agreement would be dependent upon the initial capital improvement investment for site improvements by DDA; and

WHEREAS, DDA had committed to an initial capital improvement investment in the amount of Seventy-One Thousand Six Hundred Twenty-Five Dollars (\$71,625.00) which qualified it for a term of three (3) years with two (2) three year options to extend; and

WHEREAS, pursuant to the terms of the Agreement, DDA has provided County with written notice of the change in ownership and the assumption of performance obligations to Concessionaire; and

WHEREAS, Concessionaire wishes to increase the capital improvement investment to Six Hundred Thirty-Nine Thousand Eight Hundred and Four Dollars (\$639,804.00) which, under the terms of the RFP, would qualify it for a term of five (5) years with two (2) five year options to extend; and

WHEREAS, effective August 1, 2024, the Florida Legislature has imposed additional requirements under Section 787.06(13), Florida Statutes, related to human trafficking for agreements between nongovernmental entities and governmental entities; and

WHEREAS, the parties wish to modify the Agreement to reflect the change in ownership from Dune Dog Acquisitions, Inc. to Dune Dog Beach Café, LLC, revise the term of the Agreement, reflect the increase in capital improvement investment, and add certain language to comply with the requirements of Section 787.06, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements 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.
2. County hereby consents to the change in ownership as disclosed in the updated **Exhibit "G" (Disclosure of Beneficial Interest)**, attached hereto and made a part hereof.
3. **Exhibit "G" (Disclosure of Beneficial Interest)** of the Agreement is hereby replaced with the updated Exhibit "G" (Disclosure of Beneficial Interest) attached hereto.
4. **Section 1.04 Length of Term and Commencement Date** is hereby deleted in its entirety and replaced with the following:

The term of this Agreement shall commence upon the Commencement Date defined herein and shall extend for a term of five (5) years after the Concessionaire opens its concession for business on the Premises (the "Term") unless sooner terminated pursuant to the provisions of this Agreement.

The qualifying amount of capital improvement investment is identified in Section 3.02A The Concessionaire shall open its Concession for business on the Premises no later than sixty (60) days after the Effective Date (the "Commencement Date") if no alterations to the interior of the Premises were proposed; or no later than thirty (30) business days after the Concessionaire is issued a certificate of occupancy/completion if alterations to the inside of the Premises were proposed. The Commencement Date is intended to be the first day Concessionaire opens its Concession for business on the Premises. The exact Commencement Date shall be established by written notice from Concessionaire to the Department at least three (3) business days in advance of the anticipated Commencement Date.

Notwithstanding the above, the County shall have the option, at its sole discretion, to (i) establish the Commencement Date by written notice to Concessionaire; (ii) extend the deadline for Concessionaire's opening of the Concession for business; or (iii) declare Concessionaire's failure to open the Concession for business within the prescribed time to be an Event of Default by Concessionaire under Section 13.01 herein, in which event County shall have all remedies available to it under this Agreement. Notwithstanding the foregoing, if County elects to establish a Commencement Date and rent is received from Concessionaire prior to the opening of the Concession for business, County shall not be precluded from later declaring Concessionaire's failure to open its Concession for business an Event of Default if the Concession does not open for business by the new deadline established by County.

5. The first paragraph of **Section 1.05 Option to Extend** is hereby deleted in its entirety and replaced with the following:

County hereby grants to Concessionaire, provided Concessionaire is not in default of this Agreement, the right and option to extend the Term of this Agreement for two (2) five year extensions under the same terms and conditions as this Agreement and commencing upon the expiration of the initial Term of this Agreement.

Concessionaire shall exercise its option to extend, if at all, by written notice to the County received by the County no sooner than one hundred fifty (150) days but no later than ninety (90) days prior to the expiration of the initial Term of this Agreement or any extension thereof. Failure of Concessionaire to duly and timely exercise its option to extend the Term of this Agreement shall be deemed a waiver of Concessionaire's right to said extension option and all further extension options.

6. **Section 3.02A Concessionaire's Site Improvements** is hereby deleted in its entirety and replaced with the following:

In the event that the Concessionaire constructs site improvements within the Premises to be used by the Concessionaire in the operation of its Concession ("Site Improvements") this section shall apply. Concessionaire shall be solely responsible for the construction of any and all Site Improvements, repairs, alterations or other work necessary to render the Premises suitable for Concessionaire's intended use. Concessionaire shall expend not less than Six Hundred Thirty-Nine Thousand Eight Hundred and Four Dollars (\$639,804.00) on the design, construction and installation of the Site Improvements (the "Minimum Capital Investment"). Design and construction of the Concessionaire Site Improvements shall be in accordance with the Development Rider attached hereto as Exhibit "C". Capital expenditure costs that may be counted toward the Minimum Capital Investment shall include all costs paid for work performed, services rendered and materials furnished for the construction of the Site Improvements, subject to the following terms, conditions and limitations:

1. The cost of design (subject to the limitations set forth herein), construction and acquisition of the improvements, bonds, construction insurance, and building, impact and concurrency fees shall be included in the Minimum Capital Investment.

2. No more than twelve percent (12%) of the Minimum Capital Investment for payments made by Concessionaire to independent consultants for engineering and architectural design work may be included in the Minimum Capital Investment.

3. Only true third party costs and payments made by Concessionaire shall be included in the Minimum Capital Investment. Costs incurred by any sublessee, licensee or other occupant of the Premises, or any portion thereof, other than Concessionaire shall not be included in the Minimum Capital Investment.

4. Costs for consultants (other than engineering and design consultants, as provided above), legal fees and accountant fees shall not be included in the Minimum Capital Investment.

5. Finance and interest expenses shall not be included in the Minimum Capital Investment.

6. Administrative, supervisory and overhead or internal costs of Concessionaire shall not be included in the Minimum Capital Investment.

7. Costs associated with acquisition or installation of personalty, such as furnishings, trade fixtures and equipment not permanently affixed to the Premises, or any other personalty whatsoever, shall not be included in the Minimum Capital Investment.

8. Any costs associated with any additional improvements shall not be included in the Minimum Capital Investment unless Concessionaire has obtained written approval from the Department prior to incurring such costs.

7. **Section 19.03 Notices Required by Agreement**, shall be updated as to the Concessionaire as follows:

(b) Dune Dog Beach Café, LLC
1001 N. US 1, Suite 500
Jupiter, FL 33477
Telephone: (561) 317-9346

8. **Section 19.29** is hereby added to Article IX of the Agreement as follows:

Section 19.29 Nongovernmental Entity Human Trafficking

Concessionaire warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Concessionaire has executed Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein as Exhibit "I".

9. **Exhibit "I" (Nongovernmental Entity Human Trafficking Affidavit)** is hereby added to and incorporated into the Agreement.
10. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective (the "First Amendment Effective Date") only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.
11. Except as set forth herein, the Agreement remains unrevised and in full force and effect, and the parties hereby ratify, confirm, and adopt the Agreement as amended hereby.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date set forth above.

Signed in the presence of:



Signature of Witness

Ricky Dennis

Print Name of Witness



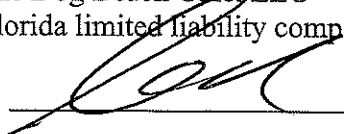
Signature of Witness

Megan Adams

Print Name of Witness

CONCESSIONAIRE:

Dune Dog Beach Café, LLC
a Florida limited liability company

By: 

Print Title: CEO

(SEAL)

**SIGNATURE PAGE to FIRST AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT
between PALM BEACH COUNTY and DUNE DOG BEACH CAFÉ, LLC**

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER


By: _____
Deputy Clerk

COUNTY:

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

By: _____
Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

By:  _____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

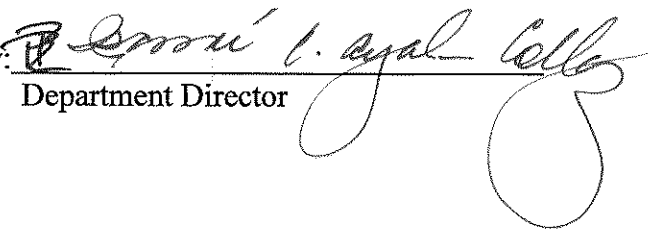
By:  _____
Department Director

EXHIBIT "G"
DISCLOSURE OF BENEFICIAL INTERESTS

CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

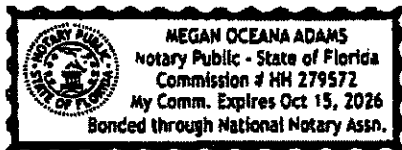
BEFORE ME, the undersigned authority, this day personally appeared Gregory Bartoli hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

- Affiant is the President (position - i.e. president, partner, trustee) of DUNE DOG BEACH CAFE LLC, (the "Concessionaire") which entity is providing concession services on the real property legally described on or depicted in the attached Exhibit "A" (the "Licensed Area").
- Affiant's address is: 1001 N US1 Jupiter, FL 33477
- 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.
- 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.
- 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.

[Signature], Affiant
Print Affiant Name: Gregory Bartoli

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization this 27 day of September, 2024, by Gregory Bartoli who is personally known to me or who has produced _____ as identification and who () did (X) did not take an oath.



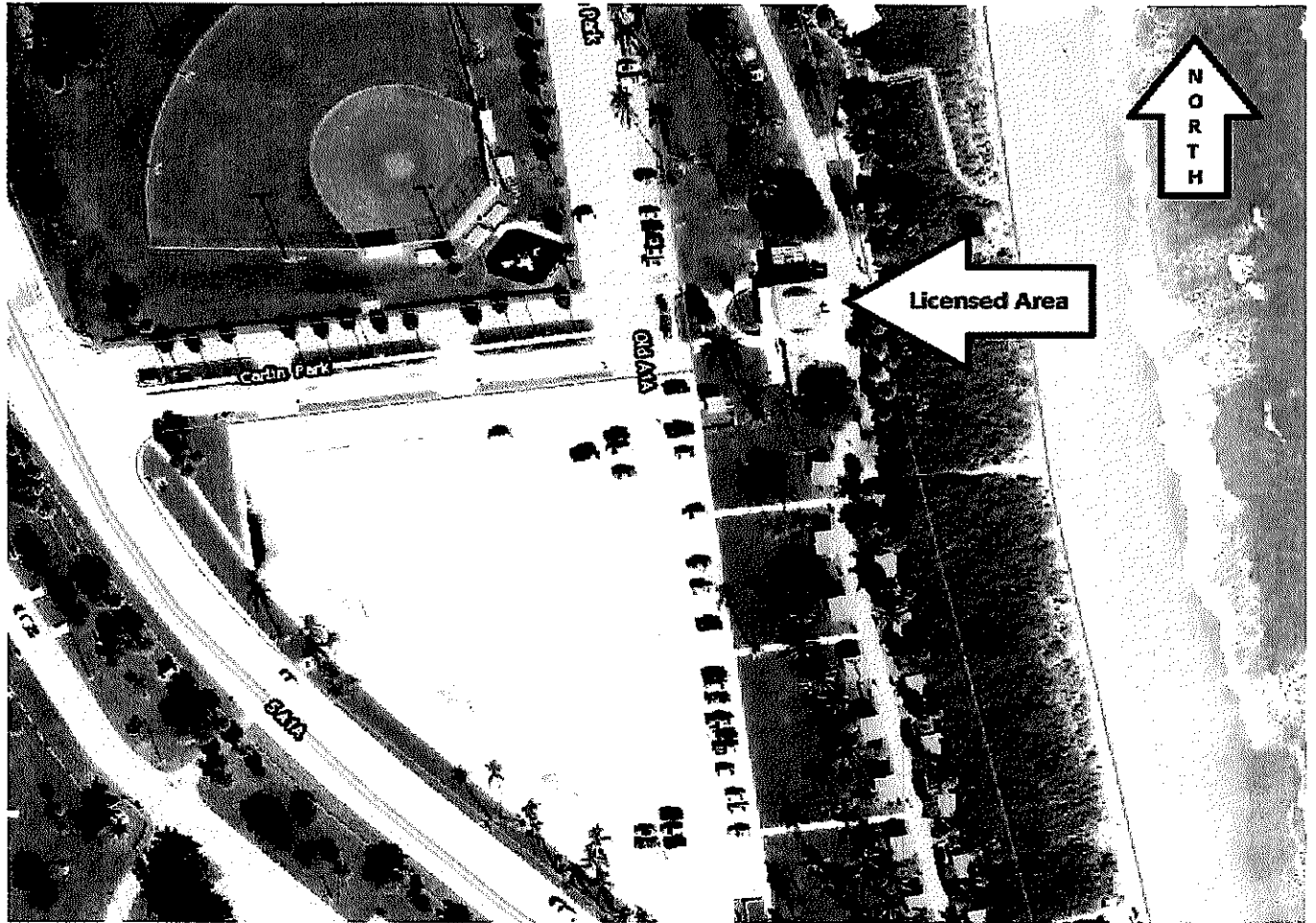
[Signature]
Notary Public
Megan Adams
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 10/15/2026

EXHIBIT "A"
LICENSED AREA

"Premises"

Approximately 1,300 square feet of space on the first floor of a two-story building located in the County's Carlin Park at 601 South SR A1A, Jupiter, Florida.



“Premises”



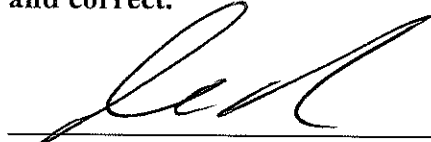
EXHIBIT "I"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Dune Dog Beach Cafe
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**


(signature of officer or representative)


Gregory D. Bartoli
(printed name of officer or representative)

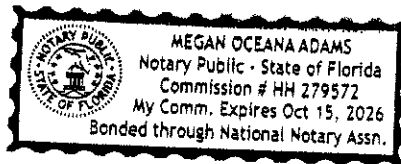
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 27 day of September 2024, by Gregory Bartoli.

Personally known OR produced identification .

Type of identification produced _____.


NOTARY PUBLIC
My Commission Expires: 10/15/2026
State of Florida at large



(Notary Seal)

Attachment #3
Disclosure of Beneficial Interest
(4 pages)

CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

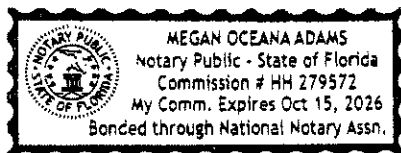
BEFORE ME, the undersigned authority, this day personally appeared Gregory Bartoli, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President (position - i.e. president, partner, trustee) of DUNE DOG BEACH CAFE, LLC, (the "Concessionaire") which entity is providing concession services on the real property legally described on or depicted in the attached Exhibit "A" (the "Licensed Area").
2. Affiant's address is: 1001 N US1 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.

Gregory Bartoli, Affiant
Print Affiant Name: Gregory Bartoli

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization this 27 day of September, 2024, by Gregory Bartoli who is personally known to me or who has produced _____ as identification and who () did (X) did not take an oath.



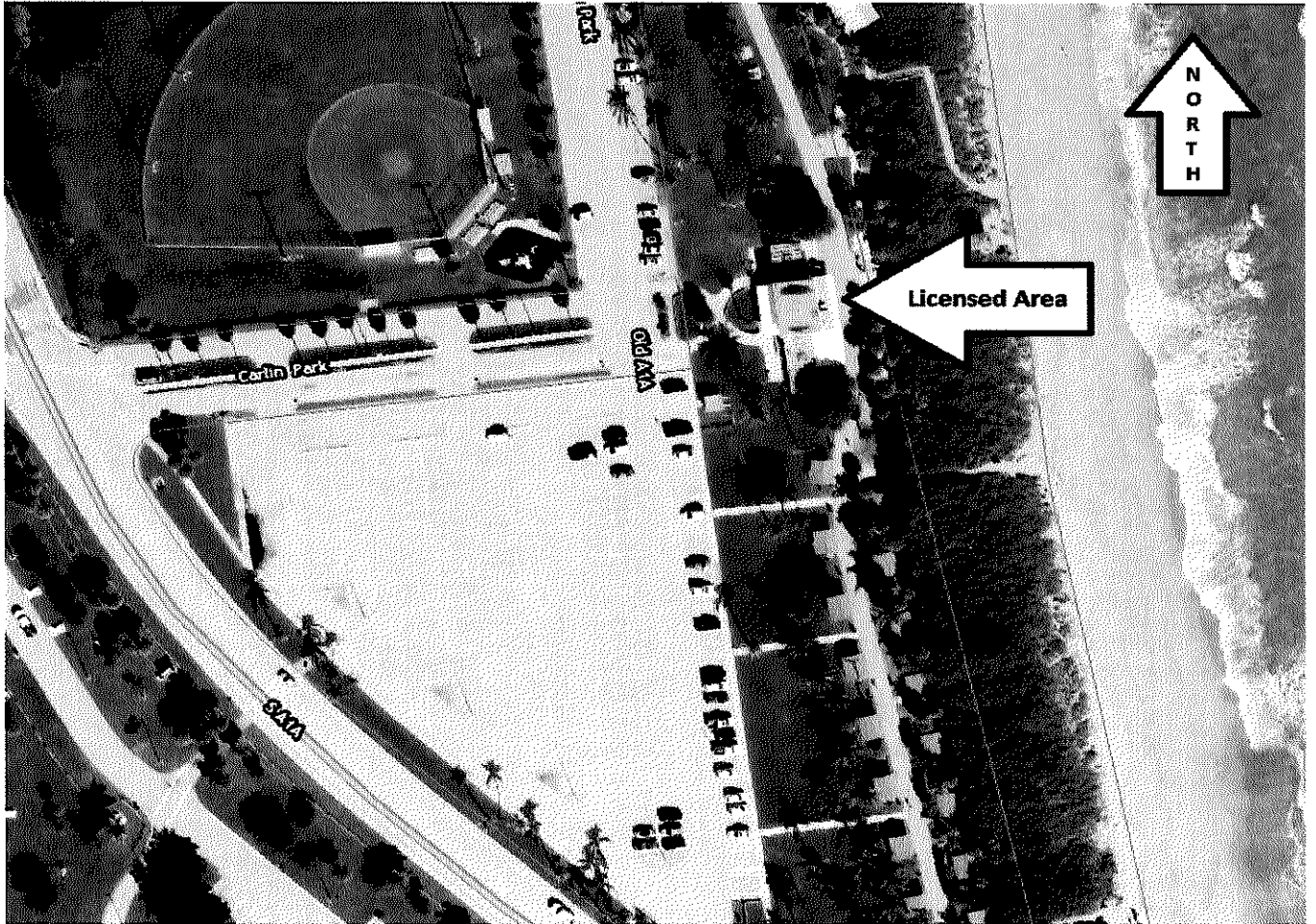
Megan Adams
Notary Public
Megan Adams
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 10/15/2026

EXHIBIT "A"
LICENSED AREA

"Premises"

Approximately 1,300 square feet of space on the first floor of a two-story building located in the County's Carlin Park at 601 South SR A1A, Jupiter, Florida.



“Premises”



