

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

Meeting Date: **March 11, 2025**

Consent
 Ordinance

Regular
 Public Hearing

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

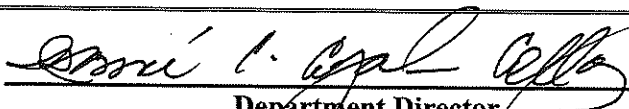
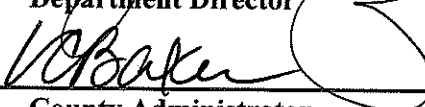
Motion and Title: Staff recommends motion to approve: Amendment No. 2 to the Developer Agreement (DA) (R2022-0520) with Jupiter Stadium, Ltd. (JSL) establishing certain Non-Eligible Costs.

Summary: Palm Beach County (County) owns the facility known as the Roger Dean Chevrolet Stadium which includes the stadium, the adjacent two (2)-team baseball training facilities, clubhouses, playing fields, on-site parking areas and related structures and improvements (collectively, the Stadium). Since 1996, the Stadium has been developed, managed and operated under agreements between the County and JSL (a partnership of the St. Louis Cardinals and the Miami Marlins). On May 17, 2022, the Board of County Commissioners (BCC) approved the DA with JSL under which JSL would oversee and manage the \$126,000,000 renovation project at the Stadium (the Renovation Project). Amendment No. 2 to the DA establishes that certain costs incurred by JSL on the Renovation Project will be Non-Eligible Costs (as defined in the DA) meaning these costs will not be reimbursed by the County. Some of the Non-Eligible Costs included in Amendment No. 2 result from requests brought forward by JSL while it was negotiating its contract and guaranteed maximum price amendment with the construction manager at risk (CMR) and which do not conform to standard County practices for CMR contracts. As such, County Staff advised JSL that in order to accept the inclusion of said contractual provisions in the CMR contract, the associated costs would need to be deemed Non-Eligible and as a result, fully funded by JSL. Also, JSL contracted with Marc Taylor, Inc. (MTI) to serve as its project representative during the design and construction of the Renovation Project. However, JSL did not follow a public competitive procurement process to select MTI as required by the DA. As a result, with the exception of certain permitting and printing costs, all other costs incurred by JSL under its contract with MTI will be Non-Eligible Costs under Amendment No. 2 to the DA and fully funded by JSL. **(FDO ADMIN) District 1/Countywide (MWJ)**

Background & Justification: The Stadium opened in 1998 and requires renovation to ensure that it: 1) meets updated Major League Baseball standards, 2) provides accommodations comparable to the County's most recently built Ballpark of the Palm Beaches, and 3) provides for a visitor experience that further solidifies spring training as a tourism generator. The Stadium Renovation Project is being funded by the County under the DA and implemented and managed by JSL under the DA. The debt service on the bonds issued by the County to fund the Renovation Project is being paid through a combination of State funds under Fla. Sta. Sec. 288.11631, 1st/4th cent Bed Tax proceeds, and annual use fee payments from JSL. The Renovation Project includes, but is not limited to: 1) stadium upgrades such as upgraded scoreboards, improved sound systems and Wi-Fi, upgraded security, telephone and access systems, third base line new group area and deck with upgrades to seating, relocation of bullpens, upgraded concessions, team store expansion, improvements to press box, new storage facilities and maintenance building, expansion of office space and ticket office; 2) art in public places component; 3) expansion of the visitor's clubhouse; 4) new batting cages and agility fields; 5) new education building; 6) new restroom facility; 7) renovate/expand team clubhouses. Construction activities on the Renovation Project began in November 2024 and JSL estimates project completion by September 2026. Construction activities will be suspended or minimized during the 2025 and 2026 Spring Training seasons so that Spring Training will remain at the Stadium during the Renovation Project.

Attachments:

1. Location Map
2. Amendment No. 2 to the Developer Agreement

Recommended By:		
	Department Director	Date
Approved By:		2/27/25
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures			_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT		=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____
 Does this item include use of federal funds? Yes _____ No _____
 Does this item include the use of State funds? Yes _____ No _____

Budget Account No. Fund 3081 Dept 411 Unit B734 Object Various 4907
 Fund 3082 Dept 411 Unit B734 Object Various 4907

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

This item has no fiscal impact

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><u><i>ASD/CAL</i></u> 2/20/25 OFMB <i>ESW</i> 2-20-25</p>	<p><u><i>Branda Machels</i></u> 2/20/25 Contract Development and Control <i>26</i> 2.20.25</p>
--	---

B. Legal Sufficiency:
[Signature] 2/24/25
 Assistant County Attorney

C. Other Department Review:

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

ATTACHMENT 1

Location Map



**AMENDMENT No. 2
TO THE DEVELOPER AGREEMENT**

This is AMENDMENT NO. 2 (“Amendment”) dated _____, to the DEVELOPER AGREEMENT (R2022-0520) dated May 17, 2022, as amended by Amendment No. 1 (R2023-0369) dated March 14, 2023, (collectively, the “Developer Agreement”) by and among Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the “County”), Jupiter Stadium, Ltd., a Florida limited partnership (the “Limited Partnership”), the St. Louis Cardinals, LLC, a Missouri limited liability company (the “Cardinals” or “Team”), and Marlins Teamco LLC, a Delaware limited liability company (the “Marlins” or “Team”). The Limited Partnership and the County, and, where the context so dictates, the Teams, are hereinafter sometimes referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the County is the owner of Roger Dean Chevrolet Stadium, located at 4751 Main St, Jupiter, Florida (the “Facility”), constituting a professional sports franchise facility for joint spring training of two Major League Baseball teams as well as minor league affiliates, including a stadium, two-team training facilities, practice fields, clubhouses, dedicated on-site parking and other appurtenances and improvements intended to support spring training activities; and

WHEREAS, the initial funding and construction of the Facility was the result of a developer agreement (the “Original Developer Agreement”) and a use agreement (the “Initial Use Agreement”) between the County and the Limited Partnership, then a partnership between the Cardinals and the Expos (the Expos were subsequently replaced by the Marlins); and

WHEREAS, in 2011, the County and Limited Partnership restated and extended the Initial Use Agreement until April 30, 2027; and

WHEREAS, on December 17, 2019, the County’s Board of County Commissioners (BCC) approved a term sheet to provide for the funding of a \$108 million renovation of the Facility, and began negotiating a new developer agreement and second restated use agreement with the Limited Partnership to perform the renovation and use the Facility in accordance with the term sheet; and

WHEREAS, on May 17, 2022, the County’s BCC approved and executed the new Developer Agreement (R-2022-0520) for renovation of the Facility (such renovation, the “Renovation Project”) and a second restated use agreement (“Second Restated Use Agreement”), among the County, the Limited Partnership, the Cardinals and the Marlins, and also approved the submission of the County’s application to the State of Florida Department of Economic Opportunity (DEO) for certification to receive state funding for the Renovation Project pursuant to section 288.11631, F.S.; and

WHEREAS, the Developer Agreement commits the County to provide funding for the Renovation Project through the issuance of at least \$108 million in 25-year County bonds, the debt service on which shall be provided from distributions received by the County from the State under 288.11631,

F.S, tourism development tax, and payments collected from Limited Partnership under the Second Restated Use Agreement; and

WHEREAS, the Developer Agreement commits the Limited Partnership to act as the County's developer and program manager for the Renovation Project including contracting with the consultants and contractors necessary to deliver the Renovation Project; and

WHEREAS, on or about March 24, 2020, the Limited Partnership contracted with Hoar Program Management (HPM) to serve as the Limited Partnership's project representative during the design and construction of the Renovation Project (HPM Contract); and

WHEREAS, on or about February 23, 2023, the Limited Partnership contracted with Turner Construction Company (Turner Construction) under a construction manager at risk services contract (Turner CM Contract) for pre-construction and construction services for the Renovation Project; and

WHEREAS, on March 14, 2023, the County and the Limited Partnership amended the Developer Agreement (Amendment No. 1; R2023-0369) to increase the amount of the County Bonds that the County may issue for the Renovation Project and to designate certain costs that the Limited Partnership incurs under the HPM Contract and the Turner CM Contract as Non-Eligible Costs (as defined in the Developer Agreement); and

WHEREAS, on or about July 24, 2023, the Limited Partnership terminated for convenience the HPM Contract; and

WHEREAS, on or about December 23, 2023, the Limited Partnership terminated for convenience the Turner CM Contract; and

WHEREAS, prior to the termination of the Turner CM Contract, the Limited Partnership through Turner Construction provided a public construction bond (2023 Public Construction Bond) for the Renovation Project at the cost of \$931,748, and the County reimbursed the Limited Partnership for the cost of the 2023 Public Construction Bond, which bond was terminated when JSL terminated the Turner CM Contract; and

WHEREAS, on or about July 24, 2023, the Limited Partnership contracted with Marc Taylor Inc. (MTI) to serve as the Limited Partnership's project representative during the design and construction of the Renovation Project (MTI Contract); and

WHEREAS, on April 23, 2024, the Limited Partnership contracted with Barton Malow Builders LLC under a construction manager at risk services contract (Barton Malow CM Contract) for pre-construction and construction services for the Renovation Project; and

WHEREAS, the parties hereto now desire to amend the Developer Agreement to 1) describe the process by which the Limited Partnership will refund the County for the costs of the 2023 Public Construction Bond and 2) designate certain costs that the Limited Partnership has incurred or may

incur under the MTI Contract and the Barton Malow CM Contract as Non-Eligible Costs (as defined in the Developer Agreement).

NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. Recitals. The foregoing recitals are incorporated herein by reference.

2. Refund to the County of the Costs of the 2023 Public Construction Bond. The County will deduct the costs of the 2023 Public Construction Bond from subsequent pay applications submitted by JSL until the costs of \$931,748 have been recovered by the County.

3. Non-Eligible Costs.

a. MTI Contract. The parties agree that all costs that the Limited Partnership may incur or has incurred under the MTI Contract are considered Non-Eligible Costs under the Developer Agreement; provided, however, the foregoing shall not limit the Limited Partnership from entitlement to reimbursement for expenses for permit fees and costs of printing drawings and other documents for the jobsite that are incurred by MTI directly on behalf of the Limited Partnership and that are Eligible Costs (as defined in the Developer Agreement).

b. Barton Malow CM Contract. The parties further agree that the following costs that the Limited Partnership may incur under the Barton Malow CM Agreement are considered Non-Eligible Costs under the Developer Agreement:

Charges against the additional "CM Contingency" authorized under new sections 6.3.1 through 6.3.8 of the Barton Malow CM Contract (i.e. contingency use change orders that exceed the construction contingency authorized under section 1.1.10 of the CM Contract limited to 2.5% of the sum of all Subcontracts and Limited Partnership approved Work to be self-performed by the Construction Manager).

c. Return of Overpayments. The Limited Partnership agrees that no pay application submitted by the Limited Partnership to the County for reimbursement from the Project Proceeds will contain Non-Eligible Costs. The Limited Partnership shall return to the County any overpayments (funds paid in excess of the amount to which the Limited Partnership is entitled under the terms and conditions of the Developer Agreement, including the provisions on Non-Eligible Costs) distributed to the Limited Partnership. If the County discovers an overpayment has been made, the Limited Partnership shall repay said overpayment within 30 days of notification from the County. If the County discovers an overpayment has been made, the County will notify the Limited Partnership by letter. County may charge interest at the lawful rate of interest on the undisputed outstanding balance beginning 31 days after the date of County's notification to Limited Partnership. If the Limited Partnership discovers an overpayment has been made, the Limited Partnership shall repay said overpayment to the County within 15 days of the Limited

Partnership discovering the overpayment or state a basis to dispute whether an appropriate basis exists for the payment in question.

4. Definitions. Any capitalized term not defined in this Amendment shall have the same definition as used in the Developer Agreement.

5. Counterparts. Provided that all the parties hereto execute an original of this Amendment, this Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. Developer Agreement. Except as amended by this Amendment, the Developer Agreement shall be and remain in full force and effect, unamended, unaltered and unmodified in any way or manner whatsoever, and each of the parties hereto ratifies and confirms the Developer Agreement in all respects. In the event of a conflict between any provision in this Amendment and a provision in the Developer Agreement, the provision in this Amendment will control.

7. Integration and Merger. This Amendment, together with the Developer Agreement and the Operative Agreements (as that term is defined in the Developer Agreement), shall constitute the full and complete understanding between the parties as to the matters addressed herein. There are no oral understandings, terms or conditions, and no party has relied on any representation, express or implied, not contained in this Amendment, the Developer Agreement and/or the Operative Agreements. All prior understandings, terms or conditions (including those set forth in the Amendment), whether with a party to this Amendment or any partner of a party, are deemed to merge in this Amendment, and this Amendment cannot be changed or supplemented except by an agreement in writing and signed by the parties to this Amendment.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the County; an authorized official of the Limited Partnership has made and executed this Amendment on behalf of the Limited Partnership; and an authorized official of each Team has made and executed this Amendment on behalf of each Team.

ATTEST:

JOSEPH ABRUZZO, Clerk & Comptroller

PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By:
Director - FD&O

WITNESS:

By: Benjamin Lash
Benjamin Lash (Feb 14, 2025 12:16 EST)
Witness Signature
Print Witness Name: Benjamin Lash

Jupiter Stadium, Ltd, a Florida limited partnership, by its General Partner: JS Stadium, Inc.

By: Caroline D. O'Connor
Caroline O'Connor (Feb 14, 2025 16:50 EST)
Name Printed: Caroline O'Connor
Title: Co-Chairman

WITNESS:

By: Nicholas J. Garzia
Witness Signature
Print Witness Name: Nicholas J. Garzia

St. Louis Cardinals, LLC, a Missouri limited liability company

By: Daniel J Good
Daniel J Good (Feb 11, 2025 17:21 EST)
Name Printed: Daniel J. Good
Title: Vice President- Business Development

WITNESS:

By: *Nicholas J. Garzia*
Witness Signature
Print Witness Name: Nicholas J. Garzia

Jupiter Stadium, Ltd, a Florida limited partnership, by its General Partner: JS Stadium, Inc.

By: *Daniel J Good*
Daniel J Good (Feb 11, 2025 17:21 EST)
Name Printed: Daniel J. Good
Title: Co-Chairman

WITNESS:

By: *Benjamin Lash*
Benjamin Lash (Feb 14, 2025 12:16 EST)
Witness Signature
Print Witness Name: Benjamin Lash

Marlins Teamco LLC, a Delaware limited liability company

By: *Caroline D. O'Connor*
Caroline O'Connor (Feb 14, 2025 16:50 EST)
Name Printed: Caroline O'Connor
Title: President of Business Operations

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures			_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT		=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____
 Does this item include use of federal funds? Yes _____ No _____
 Does this item include the use of State funds? Yes _____ No _____

Budget Account No. Fund 3081 Dept 411 Unit B734 Object Various 4907
 Fund 3082 Dept 411 Unit B734 Object Various 4907

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

This item has no fiscal impact

C. Departmental Fiscal Review:  _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 OFMB

 Contract Development and Control

B. Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

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