

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 22, 2023

Consent
 Ordinance

Regular
 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 First Amendment to Lease Agreement (R2021-0147) between Palm Beach County and the YMCA of the Palm Beaches, Inc. for lease of real property in Lake Lytal Park to comply with state and local ethics codes allowing for County's ticket acceptance and attendance at YMCA stakeholder events.

Summary: The First Amendment to the Lease Agreement (R2021-0147) expands Section 19.22 - Project Publicity, to allow County representatives reasonable access to key stakeholder events to observe, encourage, and/or monitor the YMCA's programs, procedures, operations, or to discuss the YMCA's projects with YMCA personnel. To encourage and facilitate County's participation in compliance with ethics codes, as part of the consideration for this Agreement, the YMCA shall provide a reasonable number, as determined by the County, of complimentary tickets to key stakeholder events during the term of this Agreement to the County for further distribution to County representatives. The remainder of the original Lease Agreement shall remain in full force and effect. District 3 (AH)

Background and Justification: On January 12, 2021, the Board of County Commissioners (BCC) approved a fifty (50) year lease of approximately five (5) acres of land in Lake Lytal Park to the YMCA for the development of a skate park, 45,000 square foot community/health and fitness center, and a future 10,000 square foot child care/preschool.

The Amendment has been executed on behalf of the YMCA, and now needs to be approved by the BCC.

Attachment: First Amendment to Lease Agreement

Recommended by: 
Department Director

7/27/2023
Date

Approved by: 
Assistant County Administrator

8/4/2023
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
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	<u>X</u>	No
Does this item include use of federal funds?			Yes	_____	No <u>X</u>

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

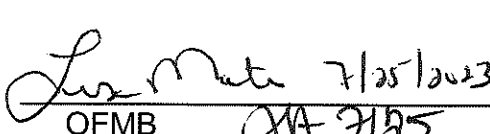
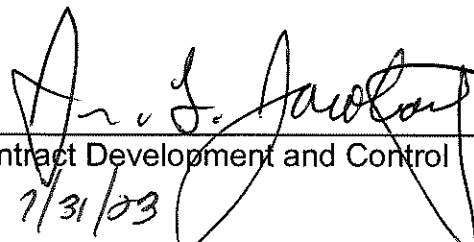
B. Recommended Sources of Funds/Summary of Fiscal Impact:

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:

<p><u></u> 7/25/2023 OFMB QA 7/25</p>	<p><u></u> 7/31/23 Contract Development and Control 7/31/23</p>
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B. Legal Sufficiency: CB 7/25

 8/3/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN PALM BEACH COUNTY AND
THE YMCA OF THE PALM BEACHES, INC FOR THE LEASE OF REAL PROPERTY IN
LAKE LYTAL PARK**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (2021-0147), (“First Amendment”) is made and entered into on August 22, 2023 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “County,” and THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF THE PALM BEACHES, INC., a Florida not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as “Tenant.”

WITNESSETH:

WHEREAS, County and Tenant entered into that certain Lease Agreement dated January 12, 2021 (R2021-0147) (the “Agreement”) which leased approximately five (5) acres of undeveloped land within Lake Lytal Park for the design, construction and operation by Tenant of a skate park, community center and child care center together with other related improvements as more particularly described in this Lease (collectively, the “Project”); and

WHEREAS, the Tenant is willing and able to promote fund-raising activities for the design and construction of the Project; and

WHEREAS, the Parties agree that County representatives attendance at Tenant's events may be beneficial to the Project. The Parties desire to create a mechanism which allows County's attendance that compiles with state and local ethics codes; and

WHEREAS, County and Tenant desire to amend this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the County and Tenant hereby agree as follows:

1. The Section 19.22 is hereby deleted in its entirety and replaced with the following and shall apply retroactively to the effective date of the Agreement:

Section 19.22 Project Publicity

The Tenant shall recognize the County in all promotional materials, news releases or other type of publicity pertaining to the services performed by Tenant and at any event or workshop, for which County contributes funds or something in kind (excluding leasing the Premises).

As part of the consideration for this Agreement, the Tenant shall also provide County representatives, which may include, but is not limited to, the County Mayor, County Commissioners, County Administration, Department Staff, other County staff and board members (collectively, “County Representatives”) reasonable access to key stakeholder events to observe, encourage, and/or monitor the Tenant’s programs, procedures, and operations, or to discuss the Tenant’s projects with Tenant’s personnel. Such access is not limited solely to events taking place at the Premises, but instead applies broadly to Tenant’s operations in connection with the

Project. Such participation shall be reasonable relative to any such event's capacity restrictions, and overall purpose and shall be determined by County and Tenant. Such participation shall not interfere with the event or undermine the Tenant's desired outcome of the event. To encourage and facilitate County's participation, as part of the consideration for this Agreement, the Tenant shall provide a reasonable number, as determined by the County, of complimentary tickets to key stakeholder events during the term of this Agreement to the County for further distribution to County Representatives. The County hereby authorizes Tenant to provide such access directly to the County Representatives on the County's behalf. In so doing, Tenant shall take all reasonable efforts to communicate to the County Representatives that the access to the key stakeholder events is being provided pursuant to this Agreement, and that the County is the donor of said access for any state or local reporting purposes. The foregoing authorization may be revoked by County at any time for any reason upon notice to Tenant.

2. Except as provided herein, each and every other term of the Agreement shall remain in full force and effect and the Agreement is reaffirmed as modified herein.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____

By: _____
Gregg K. Weiss, Mayor

WITNESS

YMCA OF THE PALM BEACHES, INC

Jason Dickers 7/19/23
Signature Date
Jason Dickers
Print

By: Timothy G. Coffield 7/19/23
Signature Date
Timothy G. Coffield
Print
President and CEO
Title

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO
TERMS & CONDITIONS:

County Attorney

Anne Deland 8/3/23
Signature Date

Joseph E. Cullis 7/21/2023
Signature Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cothrom Risk & Insurance Services 440 N Andrews Ave Fort Lauderdale FL 33301		CONTACT NAME: PHONE (A/C, No, Ext): 954-368-2191 E-MAIL ADDRESS: certificates@cothrom.com FAX (A/C, No):	
INSURED The Young Men's Christian Association of the Palm Beaches, Inc dba YMCA of the Palm Beaches 2085 S Congress Ave West Palm Beach FL 33406		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Church Mutual Insurance Company, S.I. 18767 INSURER B : Carolina Casualty Insurance Company 10510 INSURER C : BCS Insurance Company 38245 INSURER D : Markel American Insurance Company 28932 INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: 1865280805 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	040098402266025	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		0400984094397961	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC019528002	12/14/2022	12/14/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B A C	Directors & Officers Professional Liability Network Security (Cyber)			DCP1947530P2 040098402438675 RPSP1068762M	8/1/2022 8/1/2022 8/1/2022	8/1/2023 8/1/2023 8/1/2023	D&O Aggregate 1,000,000 PL Aggregate 3,000,000 Cyber Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Directors & Officers policy includes Employment Practices Liability Aggregate at \$1,000,000.

General Liability policy includes crime (employee theft) at \$25,000.

Accident Policy #99089162 Aggregate \$1,000,000.

Certificate holder is an additional insured under the general liability policy for contract, agreements, or permit subject to the terms and conditions of the policy per form A267.1(11-16)
 See Attached...

CERTIFICATE HOLDER Palm Beach County Insurance Compliance PO Box 100085 - DX Duluth GA 30096	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Craig Simpson</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Cothrom Risk & Insurance Services		NAMED INSURED The Young Men's Christian Association of the Palm Beaches, Inc dba YMCA of the Palm Beaches 2085 S Congress Ave West Palm Beach FL 33406	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate Holder is an additional insured under the auto liability policy subject to the terms and conditions of the policy.
 A waiver of subrogation is provided in favor of the Certificate Holder under the general liability when required by written agreement, subject to the terms and conditions of the policy.