

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 6, 2011

Consent Regular
 Ordinance 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: **A) adopt** a Resolution authorizing a one (1) year extension to the term of an existing lease agreement with the Northern Palm Beach County Chamber of Commerce, Inc. pursuant to Florida Statute Section 125.38; and **B) approve** First Amendment to Lease Agreement R-84-133 with the Chamber extending the current lease for a period of one (1) year, from December 12, 2011, until December 11, 2012, for the 2,312 square foot Chamber of Commerce office located at 800 N. US Highway One on the west side of Burt Reynolds Park.

Summary: The Northern Palm Beach County Chamber of Commerce, Inc. (Chamber), formerly known as the Jupiter/Tequesta Chamber of Commerce, is requesting a one (1) year extension of their current 25 year lease that ends on December 12, 2011. This extension will give the chamber time to finalize plans to move to a more centralized location. The Lease Amendment grants the Chamber a one (1) year Lease extension for ten dollars (\$10) per year. District 1 (AH)

Background and Justification: The Chamber began operating a Welcome Center in Burt Reynolds Park under a Town of Jupiter/County Use Agreement in 1963. In 1984, the BCC leased .093 acres to the Jupiter/Tequesta Chamber of Commerce for demolition of the existing building and construction of a new facility. The Lease Agreement required that the Chamber construct public restrooms for use by park patrons as part of the building's construction. The Lease Agreement extended for 25 years from the date of completion of construction, with the lease term not to exceed 28 years. The Chamber building's Certificate of Occupancy was issued on December 12, 1986, and the current Lease expires on December 12, 2011. In 2007, the Jupiter/Tequesta/Juno Beach Chamber of Commerce (founded in 1948) and the North Palm Beach County Chamber of Commerce (founded in 1947) merged to form the Northern Palm Beach County Chamber of Commerce. The Northern Palm Beach County Chamber of Commerce assumed the balance of the existing 25 year lease.


Upon termination of the Chamber's Lease Agreement, the Parks and Recreation Department plans to raze the existing building in order to expand car/trailer parking and to construct a new ADA accessible restroom at Burt Reynolds Park, subject to the availability of future funding.

Attachments:

- 1) Letter of request from the Northern Palm Beach County Chamber of Commerce, Inc.
- 2) Resolution authorizing the lease of real property
- 3) First Amendment to Lease Agreement
- 4) Certificate of Insurance

Recommended by: 
Department Director

11/9/2011
Date

Approved by: 
Assistant County Administrator

11-22-11
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(10)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(10)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

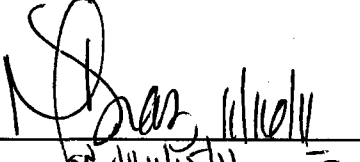
Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 0001 Department 580 Unit 5110 Revenue 4902
 Program N/A


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

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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


 OFMB
 11/15/11
 cc
 11/15/11


 Contract Development and Control

B. Legal Sufficiency:

Anne Delgado 11/21/11
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

1)



Northern
PALM BEACH COUNTY
CHAMBER OF COMMERCE

October 28, 2011

Mr. Eric Call, Director
Palm Beach County Parks and Recreation Department
2700 6th Avenue South
Lake Worth, FL 33461

Dear Mr. Call:

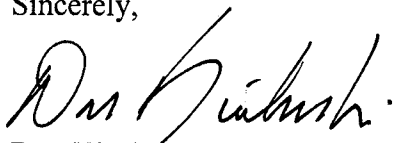
As Chair of the Board of Directors of the Northern Palm Beach County Chamber of Commerce, we appreciate your willingness to consider a one-year lease extension for the Chamber at 800 N. U.S. Highway One in Jupiter at Burt Reynolds Park.

Since the Chamber building was built by the business community in 1986, we have enjoyed our location which allows us to serve as the "Voice of Business" in the North County. Located just south of the Jupiter Lighthouse, we have been able to serve as a welcome center and information center for our community, helping thousands of walk-in visitors every year learn about our community and help direct them to utilize our local businesses.

The 2007 merger of two Chambers now provides us with a service area that encompasses 10 municipalities and a sizable amount of unincorporated area stretching from Riviera Beach to Tequesta. We are in the process of locating a new Chamber office site which will place us more in the center of our service area, and the additional lease time will allow us to finalize our due diligence in finding a location, as well as enable us to continue to build the financial reserves necessary for our move.

We appreciate your consideration of our request, and we look forward to serving the businesses and visitors of the North County for many years to come.

Sincerely,



Don Kiselewski, Chair
Board of Directors

800 N US Highway One, Jupiter, FL 33477 ■ Ph: 561.746.7111 ■ Fax: 561.745.7519

www.npbchamber.com ■ info@npbchamber.com



2)

RESOLUTION NO. 2011-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE EXTENTION OF TIME TO A LEASE AGREEMENT FOR CERTAIN REAL PROPERTY TO NORTHERN PALM BEACH COUNTY CHAMBER OF COMMERCE, INC., PURSUANT TO FLORIDA STATUTE SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Northern Palm Beach County Chamber of Commerce Inc., a not for profit corporation authorized to do business in the State of Florida ("Chamber"), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County extend its lease agreement dated January 17, 1984 (R84-133) for certain real property owned by Palm Beach County to the Chamber for use by the Chamber as a visitors center, and for public meetings and information purposes; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the Chamber, a not for profit organization, is organized for the purpose of promoting community interest and welfare, the aforementioned use constitutes a use for the community interest and welfare, such real property is required for such use and such real property is not needed for County purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Lease Real Property

The Board of County Commissioners of Palm Beach County shall extend the term of its Lease Agreement (R84-133) with the Chamber, pursuant to the First Amendment to the Lease Agreement, attached hereto and incorporated herein by reference, for a term of one (1) year and an annual rental of ten dollars (\$10.00) the

real property identified in such Lease for the use identified above.

Section 3. Conflict with Federal or State Law or County Charter.

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. Effective Date.

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing resolution was offered by Commissioner who moved its adoption. The Motion was seconded by Commissioner

_____, and upon being put to a vote, the vote was as follows:

- COMMISSIONER KAREN T. MARCUS
- COMMISSIONER PAULETTE BURDICK
- COMMISSIONER SHELLEY VANA
- COMMISSIONER STEVEN ABRAMS
- COMMISSIONER BURT AARONSON
- COMMISSIONER JESS R. SANTAMARIA
- COMMISSIONER PRISCILLA A. TAYLOR

The Chair thereupon declared the resolution duly passed and adopted this _____ day of _____, 2011.

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____

Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (R-84-133) (the "First Amendment") is made and entered into as of _____, 2011, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County") and **NORTHERN PALM BEACH COUNTY CHAMBER OF COMMERCE, INC.**, ("Chamber").

WITNESSETH:

WHEREAS, County is the owner of certain real property in Palm Beach County, Florida known as Burt Reynolds Park in Jupiter, Florida ("Burt Reynolds Park"); and

WHEREAS, on January 17, 1984, the County entered into a Lease Agreement with Jupiter Tequesta Chamber of Commerce "Lease Agreement"; and

WHEREAS, in 2007, the Jupiter/Tequesta/Juno Beach Chamber of Commerce and the North Palm Beach County Chamber of Commerce merged to form the Northern Palm Beach County Chamber of Commerce, which has taken over as the tenant under the Lease Agreement; and

WHEREAS, Chamber is a not-for-profit organization whose mission is to provide a unified voice of business driving sustainable growth and prosperity and improving the economic vitality and quality of life for its members and the community; and

WHEREAS, the parties wish to amend the Lease Agreement to extend the term of the Lease for one (1) year commencing upon the approval of this Amendment.

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. Recitals/Defined Terms. The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms not defined herein shall have the same meaning ascribed to them in the Lease.

Term. The Term of this Lease is hereby extended for a period of one (1) year (the "Term") commencing on December 12, 2011 and expiring on December 11, 2012 unless sooner terminated pursuant to the provisions of this Lease Agreement.

2. Section 14 is added to the Lease Agreement to state: Chamber shall comply with the Palm Beach County Code – Chapter 21, Article II as the same may be amended with respect to any and all rules, hours of operation, and/or any special event activity or use occurring on or about the Premises. Tenant shall coordinate with, and obtain prior approval from, the County's Parks and Recreation Department's Special Event Staff for a special event activity occurring on the Premises.

3. Section 15 is added to the Lease Agreement to state: "Palm Beach County has established the Office of the Inspector General in Palm Beach County *Code, Section 2-421 - 2-440*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Chamber, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

4.. 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.

5. Except as set forth herein, the Lease Agreement, as amended, remains unrevised and in full force and effect, and the parties hereby ratify, confirm, and adopt the Lease, as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Signed in the presence of:

TENANT:

EM Chase
Signature of Witness

NORTHERN PALM BEACH COUNTY
CHAMBER OF COMMERCE, INC., a
Florida not-for-profit corporation

Edward M. Chase
Print Name of Witness

BY: Don Kiselewski
Don Kiselewski, Chairman,
(Corporate Seal)
Not-for-Profit

Amy Works
Signature of Witness

Amy Works
Print Name of Witness

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Chair

WITNESSES:

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By:  _____
Department Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2011

4)

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 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).

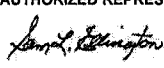
PRODUCER Wells Fargo Ins Services USA, Inc. (WPB) 2054 Vista Parkway West Palm Beach FL 33411-2718	CONTACT NAME: PHONE (A/C, No. Ext): (561) 655-5500 FAX (A/C, No): (561) 655-5509 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 40912	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Northern Palm Beach County Chamber of Commerce, Inc 800 North US Highway One Jupiter FL 33477	INSURER A: Old Dominion Insurance Company 40231	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 197175 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BPG95121	2/28/2011	2/28/2012	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder is an Additional Insured ATIMA

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 2700 Sixth Avenue South Lake Worth FL 33461	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 

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