

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 2, 2012

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 in accordance with the provisions of Section 125.38, F.S., authorizing a one year extension to the term of an existing lease agreement with the Northern Palm Beach County Chamber of Commerce, Inc. ("Chamber"); and **B) approve** Second Amendment to Lease Agreement, R84-133, with the Chamber extending the current lease for a period of one year, from December 12, 2012, until December 11, 2013, 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 Board of County Commissioners originally granted a twenty-five year Lease to the Jupiter/Tequesta Chamber of Commerce that expired on December 12, 2011. On December 6, 2011, the BCC approved a First Amendment to the Lease Agreement, R2011-1961, granting a one year time extension from December 12, 2011, to December 11, 2012. The Chamber is now requesting a Second Amendment to the Lease Agreement extending the Lease term one additional year, from December 12, 2012, to December 11, 2013, for ten dollars per year. This extension will give the Chamber time to finalize plans to relocate to a more centralized location. 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 0.093 acres on the west side of the park 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. 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 then assumed the balance of the existing lease.

Upon termination of the Chamber's Lease Agreement extension, the Parks and Recreation Department plans to raze the existing building, expand car/trailer parking and construct a new ADA accessible restroom on the west side of Burt Reynolds Park. This project is currently under design and will be ready for construction in late 2014.

This one year extension will not impact the planned renovation scheduled for the park, and staff recommends approval of the Chamber's request.

Attachments:

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

Recommended by: 
Department Director

9/12/2012
Date

Approved by: 
Assistant County Administrator

9/20/12
Date


II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
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>

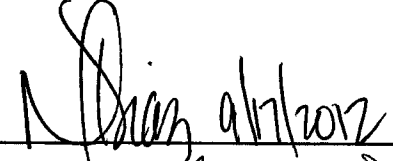

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 0001 Department 580 Unit 5110 Revenue 4902
 Program N/A

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  9/18/12
 Contract Development and Control

B. Legal Sufficiency:

Anne Helgert 9/20/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01



Northern
PALM BEACH COUNTY
CHAMBER OF COMMERCE

REC'D JUL 27 2012

July 26, 2012

Commissioner Karen Marcus
Palm Beach County
301 N. Olive Avenue, 12th Floor
West Palm Beach, FL 33401

Dear Commissioner Marcus,

As the new President and CEO of the Northern Palm Beach County Chamber of Commerce, I have had the opportunity to review the status of our Chamber's search for a new facility location with our Building Committee.

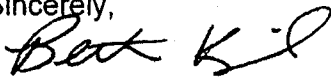
We are pleased to report that we have engaged a real estate services group and have entered into discussions with multiple property owners. Also, the Chamber has been able to continue to build our financial reserves in preparation for our pending relocation.

While we are continuing to perform our due diligence and are in actual discussions with property owners, the Chamber humbly requests a one-year lease extension for the property at 800 N. U.S. Highway One in Jupiter at Burt Reynolds Park.

This extension will enable us to continue our due diligence in negotiating our relocation to a facility that will best serve our more than 800 members and the community at-large. It will also facilitate a move that does not coincide with preparation for our largest event, ArtiGras, which attracts nearly 100,000 visitors from within and outside our County.

Please know that the Chamber intends to facilitate a move as soon as practical in advance of the expiration of the additional extension. We appreciate your consideration of this request and look forward to continuing to serve our businesses and the community in the North County area.

Sincerely,



Beth Kigel
President and CEO

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

www.npbchamber.com ■ info@npbchamber.com

RESOLUTION NO. 2012-_____

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; PROVIDING FOR CONFLICT WITH FEDERAL OR STATE LAW OR COUNTY CHARTER; 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 ("BCC") requesting that Palm Beach County extend its Lease Agreement dated January 17, 1984 (R84-133), as amended, ("Lease Agreement") 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 BCC hereby finds that the Chamber 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; and

WHEREAS, the BCC and Chamber desires to extend the term of the Lease Agreement one (1) additional year; and

WHEREAS, extending the term of the Lease Agreement serves a public purpose.

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 BCC shall extend the term of its Lease Agreement with the Chamber, for an additional one (1) year, for the period December 12, 2012 through December 11, 2013, at an annual rental of ten dollars (\$10.00) the real property identified in such Lease Agreement 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 Shelley Vana, Chair	-
Commissioner Steven L. Abrams, Vice-Chairman	-
Commissioner Karen T. Marcus	-
Commissioner Paulette Burdick	-
Commissioner Burt Aaronson	-
Commissioner Jess R. Santamaria	-
Commissioner Pricilla A. Taylor	-

The Chair thereupon declared the resolution duly passed and adopted this _____ day of _____, 2012.

PALM BEACH COUNTY, FLORIDA,
BY ITS
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (R-84-133) (the "Second Amendment") is made and entered into as of _____, 2012, 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 (R-84-133) 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, on December 6, 2011, the County and Chamber amended the Lease Agreement to extend the term of the Lease one (1) additional year; and

WHEREAS, the parties desire to amend the Lease Agreement to extend the term of the Lease for an additional one (1) year period; and

WHEREAS, the parties desire to amend the Lease Agreement by adding a provision pertaining to the Inspector General and require compliance with the Parks and Recreation Ordinance; and

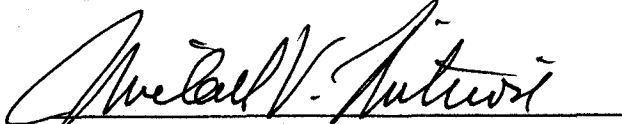
WHEREAS, amending the Lease Agreement serves a public purpose.

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 Agreement.
2. Term. The Term of the Lease Agreement is hereby extended for an additional one (1) year, for the period December 12, 2012 through December 11, 2013, unless sooner terminated pursuant to the provisions of the Lease Agreement.
3. 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.
4. 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.
5. This Second Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.
6. 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.

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

Signed in the presence of:


Signature of Witness

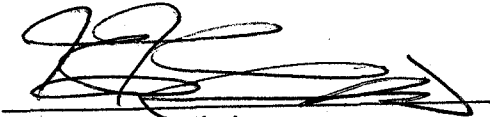
MICHAEL V. MITRIONE
Print Name of Witness


Signature of Witness

Nathan E Nason
Print Name of Witness

TENANT:

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

BY: 
Greg Leach, Chair
(Corporate Seal)
Not-for-Profit

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Department Director