



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**


Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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

Budget Account No:  
Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Revenue Source \_\_\_\_\_

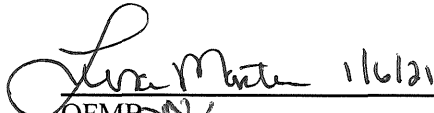
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

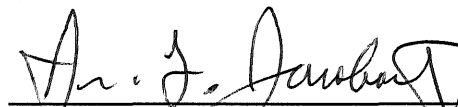
There is no fiscal impact associated with this item.

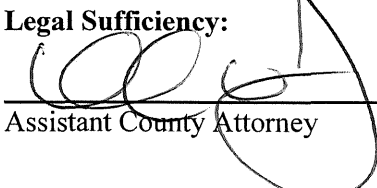
**C. Departmental Fiscal Review:** 

**III. REVIEW COMMENTS**

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

 1/6/21  
OFMB 1/15 LM 1/15

 1/17/21  
Contract Development and Control  
1-7-21

**B. Legal Sufficiency:**  
 1/12/21  
Assistant County Attorney

**C. Other Department Review:**  
\_\_\_\_\_  
Department Director

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

**AMENDMENT No. 1  
TO EMERGENCY AGREEMENT FOR PURCHASES AND IMPROVMENTS TO  
ROGER DEAN CHEVROLET STADIUM FOR COVID-19**

This is AMENDMENT NO. 1 ("Amendment") dated Dec. 7, 2020 to the Emergency Agreement for Purchases and Improvements to Roger Dean Chevrolet Stadium dated October 23, 2020, (the "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) and Jupiter Stadium, Ltd., a Florida limited partnership, hereinafter referred to as the "Limited Partnership".

WITNESSETH

**WHEREAS**, the County as the owner of the the baseball stadium commonly known as the Roger Dean Chevrolet Stadium and the adjoining baseball training complex (collectively, the "Stadium Complex") entered into the Agreement under which the County provided emergency funding to the Limited Partnership for certain emergency purchases and improvements to the Stadium Complex related to COVID-19; and

**WHEREAS**, the parties hereto now desire to amend the Agreement to provide that the Limited Partnership will develop a phased reopening plan consistant with the recommendations of the United States Centers for Disease Control and Prevention ("CDC"), Major League Baseball ("MLB"), the State of Florida, including, but not limited to, the Florida Department of Health, and the County, in order to reduce the risk of COVID-19 transmission.

**NOW, THEREFORE**, in consideration of the premises 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. Modifications.** The Agreement is modified as follows:

**New Article 26 is added to the Agreement**

**ARTICLE 26 – REOPENING PLAN**

By December 15, 2020, the Limited Partnership agrees to develop a phased reopening plan for the Stadium Complex which is consistent with the recommendations of the CDC, the MLB, the State of Florida, including, but not limited to, the Florida Department of Health, and the County, in order to reduce the risk of COVID-19 transmission.

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

**4. Counterparts.** Provided that all 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.


5. Except as specifically modified above, the terms and conditions of the Agreement are hereby confirmed and remain in full force and effect.

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IN WITNESS WHEREOF, County and Limited Partnership have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

COUNTY:

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

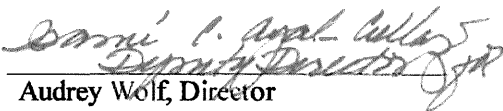
By:   
Verdenia Baker, County  
Administrator

**APPROVED AS TO LEGAL  
SUFFICIENCY:**

By:   
County Attorney

Digially signed by Michael W. Jones  
DN: DC=ems, DC=beqwr, OU=ES/Service,  
OU=CATT, OU=Users, CN=Michael W. Jones,  
E=mjones@beqwr.org  
Reason: I am the author of this document  
Date: 2020.12.02 11:08:01-0500


**APPROVED AS TO TERMS AND  
CONDITIONS:**

By:   
Audrey Wolf, Director  
Facilities Development &  
Operations

**WITNESS:**

By:   
\_\_\_\_\_

**LIMITED PARTNERSHIP:**  
**Jupiter Stadium, Ltd., a Florida**  
**Limited Partnership**  
**By: JS Stadium, Inc.**

By:   
\_\_\_\_\_  
Caroline O'Connor, Co-Chairman