Agenda Item #:

3H-1

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

Meeting Date: February 2, 2021	[X] Consent	[] Regular
	[] Ordinance	[] Public Hearing

#### Department: Facilities Development & Operations

#### I. EXECUTIVE BRIEF

#### Motion and Title: Staff recommends motion to:

A) **receive and file**: Amendment No. 1 ("Amendment") to the emergency funding agreement with Jupiter Stadium, Ltd. ("JSL") (R2020-1841) ("Emergency Agreement) which Amendment requires JSL to develop a phased reopening plan for Roger Dean Chevrolet Stadium ("Stadium") consistent with the recommendations of federal, state and local agencies in order to reduce the risk of COVID-19 transmission; and

B) **ratify** the signature of the County Administrator for the above Amendment revising the Emergency Agreement.

**Summary**: The County owns the Stadium in Jupiter which is operated, managed and used by JSL, a partnership between two MLB teams, the St. Louis Cardinals and the Miami Marlins. Staff worked with JSL to identify purchases and improvements to the Stadium necessary due to COVID-19 that were not budgeted for which will further a safe environment at the Stadium for visitors. The Board of County Commissioners ("Board") approved the Emergency Agreement with JSL on December 8, 2020 for the funding of the purchases and improvements to the Stadium due to COVID-19 with CARES Act funds. This Amendment revises the Emergency Agreement to require that JSL develop a phased reopening plan for the Stadium in order to reduce the risk of COVID-19 transmission. This Amendment is now being submitted to the Board to receive and file, and to ratify the County Administrator's signature. Due to the Declaration of Emergency issued by Palm Beach County on March 13, 2020, as a result of the COVID-19 pandemic, the County Administrator had the ability to enter into this Amendment to the Emergency Agreement. **(FDO Admin) Countywide (MWJ)** 

Background & Justification: In 1996, the County entered into a Developer Agreement (R96-879D, as amended) and Sports Facility Use Agreement (R96-877D as amended) with JSL for the use and operation of the Stadium including the adjacent two-team baseball training facilities, clubhouses, playing fields, on-site parking areas and related structures and improvements, both of which agreements have been amended several times over the years. The First Restated Sports Facility Use Agreement (R2011-0694) replaced the original Sports Facility Use Agreement and extended the term to April 2027. The extension of the Use Agreement was instrumental in retaining not only the St. Louis Cardinals and Miami Marlins, the teams which comprise JSL, but also the Mets in St. Lucie. The existence of the three teams in close proximity to each other was the driving force behind attracting the Houston Astros and Washington Nationals to the area and securing spring training on the Treasure Coast for another 30 years. MLB Spring Training brings an immense economic and tourism impact to Palm Beach County. The County's baseball facilities also provide year-round economic tourism impacts by hosting regional and national baseball tournaments. The Emergency Agreement provided for the funding of the purchases and improvements to the Stadium necessary due to COVID-19 with CARES Act funds, and this Amendment requires that JSL develop a phased reopening plan for the Stadium all of which will further a safe environment at the Stadium for visitors.

Attachments:

Amendment

Mß	Recommended By:	Lanci 1. Gyal Will Department Director	12/30/20 Date
	Approved By:	County Administrator	Date //// //// Date

### 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					
NET FISCAL IMPACT	0.00	0.00	0.00	0.00	0.00
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Cu Does this item include federal funds?	0	Yes Yes	No No		
Budget Account No: Fund Dept Fund Dept	U U	Unit Obj Unit Rev	ject venue Source		
B. Recommended Source	es of Funds/Summ	nary of Fiscal Impa	ect:		
There is no fiscal imp		vith this item.			
C. Departmental Fiscal F	Review:	Aker			
	III.	REVIEW COMM	<u>ENTS</u>		
A. OFMB Fiscal and/or (	Contract Develop	ment Comments:	Λ	٦	
OFMB Dib	Ilular Mis		tract Development	t and Control	17/21
B. Legal Sufficiency: Assistant County Attor	·	12/21	V	_	
C. Other Department Re	eview:				
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 <u>Juc.</u> 7, 2020 to the Emergency Agreement for Purchases and Improvments to Roger Dean Chevrolet Statium 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

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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:

# APPROVED AS TO TERMS AND CONDITIONS:

Michael W. Jones By: of this do **County Attorney** 

anal lul . bam By: estati Audrey Wolf, Director

Audrey Wolf, Director Facilities Development & Operations

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#### WITNESS:

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

 $q_{eq}$ By:

Caroline O'Connor, Co-Chairman By:

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