



# Pinellas County

## Legislation Details (With Text)

**File #:** 20-077A **Version:** 1  
**Type:** Contract/Agreement **Status:** Passed  
**File created:** 1/14/2020 **In control:** Administrative Services  
**On agenda:** 7/21/2020 **Final action:** 7/21/2020  
**Title:** Second Amendment to the Lease Agreement with YMCA of the Suncoast, Inc.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. FE Second Amendment to Lease Agreement with YMCA Suncoast Inc, 2. YMCA OF THE SUNCOAST - Second Amendment PE 06.24.2020, 3. YMCA OF THE SUNCOAST - Exhibit A - Insurance Requirements, 4. 20-077A - Risk Review - Second Amendment to Lease Agreement with Suncoast Family YMCAs Inc\_ reviewed RK, 5. 2000-0214 Ridgecrest YMCA Full Lease - All Pages, 6. YMCA OF THE SUNCOAST - Location Map, 7. 2000-0214 Ridgecrest YMCA Lease, 8. 2000-0214 Executed 1st Amendment

Date	Ver.	Action By	Action	Result
7/21/2020	1	Board of County Commissioners	approved	Pass

### **Subject:**

Second Amendment to the Lease Agreement with YMCA of the Suncoast, Inc.

### **Recommended Action:**

Approval of the Second Amendment to the Lease Agreement with YMCA of the Suncoast, Inc. for property located at 1801 119th Street North, Largo.

- Exercises the first of two 10-year renewals contained within the parent lease which extends the lease to August 8, 2030.
- Assigns responsibility to the County for future capital improvements based on direction from the Board of County Commissioners. Funding availability will be determined as individual projects are identified.
- Updates pertinent lease language in order to meet insurance, risk, liability and legal requirements.

### **Strategic Plan:**

Ensure Public Health, Safety, and Welfare

2.1 Provide planning, coordination, prevention, and protective services to ensure a safe and secure community

Foster Continual Economic Growth and Vitality

4.4 Invest in infrastructure to meet current and future needs

Deliver First Class Services to the Public and Our Customers

5.1 Maximize partner relationships and public outreach

5.2 Be responsible stewards of the public's resources

## 5.4 Strive to exceed customer expectations

### **Summary:**

Based on direction from the Board of County Commissioners, this Second Amendment defines responsibility for future capital improvements, and extends the lease to August 8, 2030 and updates pertinent lease language.

### **Background Information:**

As background, the Pinellas County Community Development Department solicited applications for a Comprehensive Recreation Program for the Omni Center and the YMCA was selected by a committee consisting of the Greater Ridgecrest area residents and County personnel and approved by the Board of County Commissioners on September 28, 1999. The County, upon completion of the renovation of the Omni Center building leased the entire property to YMCA on August 9, 2000 to administer comprehensive recreational and social programs.

A First Amendment was executed on November 20, 2001 to change the name of the Tenant, to add language requiring the Tenant to get written prior approval for alterations to the facility, add language regarding the serving of alcoholic beverages and to outline specific maintenance standards for the Tenant to follow.

The YMCA is solely responsible for the operation of the facility, including all utilities and maintenance and repair. County capital improvement funding is necessary to maintain the integrity of the asset in the future.

### **Fiscal Impact:**

There is no immediate fiscal impact as rent is not charged for this facility/land. According to Facility and Real Property Division, the tenant pays all associated maintenance, janitorial, utilities and ancillary costs direct, and there is no county expense from the General Fund operations.

Capital Improvement cost to the County is dependent on the identified projects. As individual capital improvement projects are identified, funding will be determined using the County's Capital Improvement Program project portfolio management process since the County is assuming all responsibility for capital improvement replacements to the premises.

### **Staff Member Responsible:**

Andrew W. Pupke, Division Director, Facilities and Real Property Division

### **Partners:**

YMCA of the Suncoast, Inc.

### **Attachments:**

Second Amendment to Lease Agreement  
2001 First Amendment to Lease Agreement  
2000 Lease Agreement  
Exhibit "A" Insurance Requirements  
Location Map