

**City of Ft. Lauderdale / YMCA Partnership Agreement
Holiday Park Location**

The City of Ft. Lauderdale will:

1. Provide +/- 2.5 acres of land in Holiday Park (entrance off Federal Highway) for YMCA to design and build a State of the Art YMCA Facility. To include: access and easement, right of way, setback requirements, vacate road on property NE 6th Terrace, etc.
2. Land Lease Term – 50 years at a rent price of \$1 per year, paid in advance by the YMCA. (still would like to find extension option given the investment of capital by YMCA)
3. If the whole or a portion of the property is taken by eminent domain or sold in lieu thereof, either of which will be considered a “taking”, the YMCA shall be entitled to that portion of the award made by the condemning authority for any improvements taken, including the building or any portion thereof, parking areas, landscaping, signage and all other related items constructed by the YMCA. In addition, the YMCA shall be entitled to that portion of the award made by the condemning authority for the cost to restore the remaining property to as near its pre-taking conditions as possible. The YMCA shall be entitled to assert its claim for damage to its fixtures and moving costs directly against the condemning authority.
4. Such will not preclude the YMCA for seeking grants in accordance with standard grant guidelines of the funder, for programs and special events from the City of Fort Lauderdale or other Government Agencies, local, state or federal.
5. Conditions upon, which the City of Fort Lauderdale may terminate the Lease Agreement:
 - a. The YMCA ceases to operate the Holiday Park YMCA
 - b. The YMCA no longer is a 501 c 3 organization
 - c. The YMCA has filed for Bankruptcy
 - d. The YMCA is no longer recognized as a YMCA by the YMCA National Office.
6. The City will help facilitate permitting fees in the construction of the YMCA facility.
7. The City’s Holiday Park Staff Team will have the option (to be determined prior to construction of facility) to move their office space from the Social Center to the YMCA facility

The YMCA will:

Facility

1. The cost for the design, permitting, financing, and construction of the YMCA facility (estimated cost at \$12M) shall be the sole responsibility of the YMCA. The YMCA will be allowed to use the lease agreement to obtain financing but will not encumber the Property.
2. If the YMCA does not raise the necessary dollars and submit Construction Plans for review by the City of Fort Lauderdale, of the Facility within 5 years of the approval of this agreement, then the Agreement shall automatically terminate. At the Time of the Submission of the Construction Plans, the YMCA shall have the Funding of the Project in place.

3. The YMCA will allow the City of Fort Lauderdale to review and approve all of the Conceptual and Schematic Plans in advance of submission for construction, for which approval shall not unreasonably withhold.
4. Responsible for future capital costs, maintenance, renovations, and improvements to the facility.
5. The City will allow the YMCA to put signage on land (entrance off Federal Highway and Sunrise Blvd) during fund raising efforts and promotion of YMCA coming to Holiday Park. Proposed signage must be approved by the City of Fort Lauderdale.
6. The YMCA shall obtain separate meters for all utilities and be responsible for all utility cost.
7. The YMCA will be allowed to name the Building in honor of a major donor, who has contributed an amount in excess of \$TBD specifically to the Holiday Park Project. The Name shall include the phrase _____ YMCA in Holiday Park.
8. The City of Fort Lauderdale will be recognized as a Major donor both within the Holiday Park YMCA and on Lifetime Giving recognition in perpetuity.
9. The YMCA will be responsible for maintaining the YMCA Facility and Parking lot in the same manner as other City of Fort Lauderdale Parks and Recreation Facilities.
10. The YMCA will maintain insurance over the term of the lease similar to other sized YMCA's in South Florida Association
11. The YMCA will provide proof of insurance to the City of Fort Lauderdale.
12. The YMCA shall indemnify the City of Fort Lauderdale for all acts on the YMCA property and all YMCA activities within Holiday Park.
13. The YMCA will be responsible for indemnifying the City of Fort Lauderdale for activities by other parties including the City of Fort Lauderdale.

Operations:

1. The YMCA shall be solely responsible for the expenses related to the Operations and Maintenance of the Facility.
2. The YMCA will be responsible for all Start-Up Cost to include: FF&E, marketing, promotion, etc.
3. YMCA will be responsible for the daily operations of the facility
4. YMCA will provide programs for all ages.
5. Hire and staff facility during all hours of operations with trained, qualified employees
6. Provide insurance, workman's compensation, general liability, for all staff positions

Operations Continue:

7. YMCA will negotiate and work with all current activities that are operated in the Activity Center to take place in the YMCA Facility
8. The YMCA will operate all indoor sports and youth programs within Holiday Park that are currently performed by the City of Fort Lauderdale and associated with the City of Fort Lauderdale within the Social Center and indoor gymnasium at the signing date of this Lease

Agreement (to give YMCA immediate visibility and program presence in the Park). All programs operated outside the Holiday Park Social Center and Gymnasium operated by the City Parks Dept and/or by outside third parties will not be operated by the YMCA, unless so requested by the City of Fort Lauderdale.

9. The YMCA will offer financial assistance (consistent with similar YMCA's in South Florida) to all Community residents who qualify.
10. The YMCA will be allowed to set the pricing structure for Membership and Programs
11. The YMCA will have an Advisory Board comprised of Community residents. The Advisory Board will review all programming to ensure the Y serves the Community need. The City of Fort Lauderdale will be allowed to have two representatives on the Advisory Board.

Other:

1. Parking to be on the property currently used by the Parker Play House. The YMCA and Parker Play House will accommodate each other for the Park Play House Events.
2. Consult with the YMCA regarding program (new and existing) opportunities to determine which organization is best to administer the program giving the Y the first right of refusal to program offerings.
3. There will be a list of the positive covenants and negative covenants of both parties to be determined at a later date.