

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2012 | 2013 | 2014 | 2015 | 2016 |
|-------------------------|-------------------------------|------------|------------|------------|------------|
| Capital Expenditures | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| Operating Costs | <u>21,000</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| External Revenues | <u>(21,000)</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>-0-</u> * <i>see below</i> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |

ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes X No _____

Budget Account No: Fund 0001 Department 760 Unit 7601 Object 4301
Reporting Category

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

C. Departmental Fiscal Review: _____ *[Signature]* 3.6.12

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development & Control Comments:

* Payment will be made with County Funds and be reimbursed from P860. There will be no fiscal impact.

[Signature]
OFMB VA
3/14/12 3/14/12 3/14/12

[Signature] 3/19/12
Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 3/19/12
Assistant County Attorney

[Handwritten Note]
These amendments comply with our current agreements.

C. Other Department Review:

Background & Policy Issues (Cont'd)

BGCPBC does not pay rent or a facility use fee.

While there are higher than typical maintenance costs at this facility relative to a typical County recreational center, most of the increased costs are a result of the type of construction and age of the facility, which are the responsibility of the County's. The source of higher expenses which remain the responsibility of the BGCPBC are; 1) custodial, grounds maintenance, electricity and water due to the size of this facility being considerably larger than most, and 2) the cost of water.

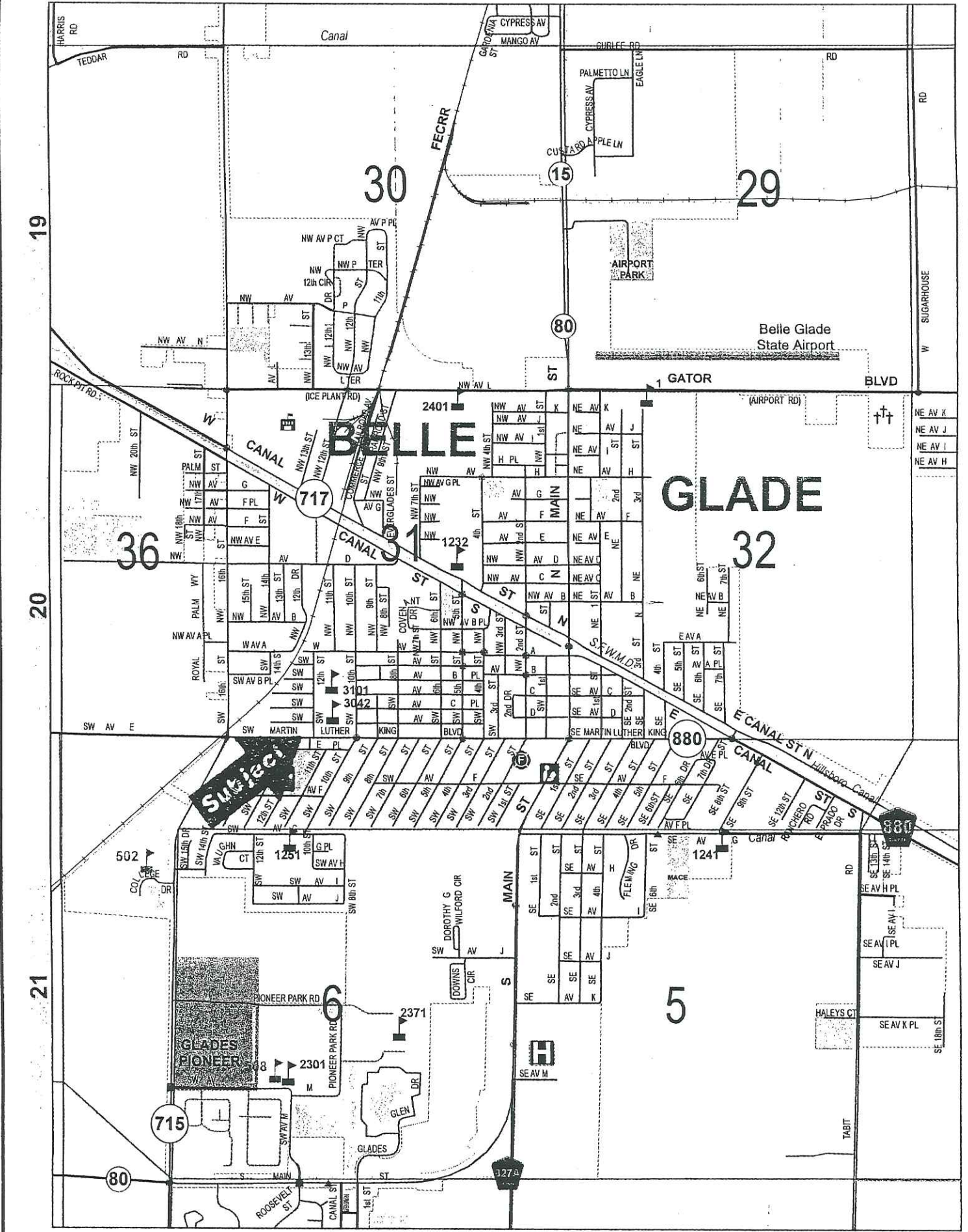
The PAL program has also operated out of this facility for the same time period and currently does not contribute to utilities, pay a use fee nor maintain their space, which is the responsibility of the County.

When the BGCPBC notified the County of its funding shortfall, it indicated that the expenses associated with programming at this facility were higher than at other facilities and due to funding shortfalls it was seriously considering discontinuing programming from this facility although they would continue to serve the same number of kids, just without indoor recreational programming. In addition to the potential loss of the BGCPBC and PAL programs, there are long term facility considerations as well.

The facility which is of historical social significance in the community was literally saved from demolition about 12 years ago and since that time, the County has made significant capital improvements. However, due to the type and age of construction, the building needs constant, routine and specialized oversight and maintenance which can only be provided when the facility is in use and only afforded when delivering programs and services to the public. If programming were to cease, it is likely that the facility would deteriorate quickly and/or require demolition in order to avoid the liability associated with a vacant building. The demolition of this facility would eliminate the potential for expanded programming when funds become available and its value to the community in post disaster recovery efforts.

PBSO and the County determined that it would be possible for PAL to pay a use fee in the amount of \$21,000 for the period of time between April 1, 2012 and September 30, 2012 which the County would use to offset a portion of the BGCPBC's funding deficit. By the County paying the first \$21,000, there will be an incentive for the BGCPBC to control expenses associated with its use, which is consistent with the intent of the original Sub-Lease Agreement.

From now until September 30, 2012; PBSO and County Staff will be searching for non ad valorem funding sources to assist with utility and maintenance costs and BGCPBC has committed to aggressively pursue alternative and new funding sources as well.



LOCATION MAP



RECEIVED

DEC 19 2011

DIRECTOR'S OFFICE

December 16, 2011

Ms. Audrey Wolf, Director
Palm Beach County
Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

Certified Mail: 7011 0110 0001 1263 1698

Dear Audrey,

As you are aware, we have been providing services at the gym in Belle Glade for nearly ten years and know we have made a difference in the lives of hundreds of middle and high school youth during that time. So it is with deep concern that I must inform you that the Board of Directors of the Boys & Girls Clubs of Palm Beach County is re-examining its ability to continue to provide services at the Bill Bailey Gymnasium.

Unfortunately, due to the change in the way Children Services Council has funded after school programs through Family Central, we have lost more than \$1.3 million over the past several years. That in combination with the current economic conditions and other revenue reductions, have placed us in a situation where we do not feel we will be able to meet the financial burden to cover the overhead, insurances, and maintenance at the gym. Because our first priority is the children, we will continue to operate out of the adjacent Teen Center to provide our education, leadership, technology, health, life skills and arts programming for the area's teens.

While we understand the county, like the rest of us, has had to make numerous tough decisions, we are hoping there is a way to help each other so that the Glades' area youth continue to receive the vital programs offered at the gym.

We want to thank you for your continued support over the years and hope you understand we truly hope to find a mutually beneficial solution. I hope we can discuss this further after the first of the year.

Sincerely,


Mary T. O'Connor
President & CEO



BOYS & GIRLS CLUBS
OF PALM BEACH COUNTY

GREAT FUTURES START HERE.

Boys & Girls Clubs of Palm Beach County
General Services Center (all mail)
800 Northpoint Parkway, Suite 204
West Palm Beach, FL 33407-1978
Ph 561-683-3287
Fax 561-683-1618
www.bgcpsc.org

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Richard J. Seymour
Lee K. Spencer
Joseph A. Vassallo
Dennis Witkowski
Col. Alfred M. Worden

President & CEO
Mary T. O'Connor

Club Locations:
Belle Glade, Boca Raton, Canal Point, Delray
Beach, Pahokee, Riviera Beach, South Bay,
Wellington, West Palm Beach



**SECOND AMENDMENT
TO
SUB-LEASE AGREEMENT**

THIS SECOND AMENDMENT TO SUB-LEASE AGREEMENT (the "Second Amendment") is made and entered into _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), and **BOYS AND GIRLS CLUBS OF PALM BEACH COUNTY, INC.**, a Florida not-for-profit corporation ("B&G Clubs"). County and B&G Clubs are sometimes referred to herein collectively as the "parties".

WITNESSETH:

WHEREAS, County and B&G Clubs entered into that certain Sub-Lease Agreement dated May 1, 2001 (R2001-0656) (the "Lease"), for the use of the Premises as defined in the Lease, which Lease commenced on October 30, 2001, and has since been extended and amended by the First Amendment to Sub-Lease Agreement dated October 18, 2011(R2011-1595); and

WHEREAS, County leases the Premises from School Board pursuant to the Primary Lease dated October 31, 2000 (R2000-1807); and

WHEREAS, County and B&G Clubs wish to modify the terms of Article VI of the Lease.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning ascribed to them in the Lease.
2. **Article VI, Utilities**, is hereby modified to add the following language:

Notwithstanding the above, the parties agree that for the period commencing on April 1, 2012, and extending through September 30, 2012, County shall be responsible for payment of, and shall pay directly to the utility provider(s), all charges and assessments for electricity, water, and sewer used on the Premises. County's responsibility for the costs of electricity, water, and sewer combined shall not exceed the total amount \$21,000. In the event the cost of the utilities exceeds \$21,000, County shall submit an invoice to B&G Clubs for the amount(s) in excess of \$21,000, and B&G shall remit payment of the invoiced amount to County within thirty (30) days after receipt. Commencing October 1, 2012, B&G Clubs shall again be responsible for the costs of all utilities.

3. Except as set forth herein, the Lease remains unmodified and in full force and effect.
4. 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.

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment as of the day and year first written above.

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

Signed and delivered
in the presence of:

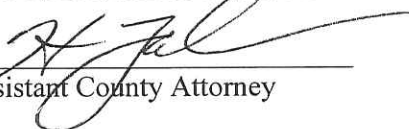
Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS



Audrey Wolf, Director
Facilities Development & Operations

WITNESSES:

Janice Daley
Witness Signature

JANICE DALEY
Print Witness Name

J. Janara Anton
Witness Signature

J. Tamara Anton
Print Witness Name

**B&G CLUBS:
BOYS AND GIRLS CLUBS OF PALM
BEACH COUNTY, INC., a Florida not-for-
profit corporation**

By: *Mary L. O'Connor*
Mary O'Connor, President

(SEAL)
Corporation not-for-profit



FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (the "First Amendment") is made and entered into _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), and **RIC L. BRADSHAW**, in his official capacity as **SHERIFF OF PALM BEACH COUNTY**, a State constitutional officer ("Sheriff"). County and Sheriff are sometimes referred to herein collectively as the "parties".

WITNESSETH:

WHEREAS, County and Sheriff entered into that certain Agreement dated May 1, 2001 (R2001-0657) (the "Agreement") for the operation of a Police Athletic League Program ("PAL Program") in the Gym as defined in the Agreement; and

WHEREAS, County and Boys and Girls Clubs of Palm Beach County ("B&G Clubs") entered into that certain Sub-Lease Agreement dated May 1, 2001 (R2001-0656) (the "Lease"), for the use of the Premises as defined in the Lease, which Premises includes the Gym; and

WHEREAS, it is the intent of County, Sheriff and B&G Clubs that the PAL Program and the B&G Clubs programs be operated concurrently, and Sheriff agreed to be bound by the obligations in the Lease; and

WHEREAS, the parties wish to acknowledge that the Lease has been amended by the First Amendment to Sub-Lease Agreement dated October 18, 2011 (R2011-1595), which amendment extended the term of the Lease among other things, and which amendment Sheriff agrees to be bound by; and

WHEREAS, County and Sheriff also wish to provide for Sheriff's payment of a one-time use fee for the Gym.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning ascribed to them in the Agreement.
2. The parties agree that for the period commencing on April 1, 2012, and extending through September 30, 2012, Sheriff shall be responsible for payment of a one-time use fee in the amount of \$21,000. County shall submit an invoice to Sheriff for the amount of \$21,000 within thirty (30) days of the effective date of this First Amendment, and Sheriff shall remit payment of the invoiced amount to County within thirty (30) days after receipt thereof. Payment shall be made payable to the Palm Beach County Board of County Commissioners and mailed to Palm Beach County Finance Department at P.O. Box 4036, West Palm Beach, Florida 33402.

3. Except as set forth herein, the Agreement remains unmodified and in full force and effect.
4. This First 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.

IN WITNESS WHEREOF, the parties have duly executed this First Amendment as of the day and year first written above.

ATTEST:

SHARON R. BOCK
CLERK & COMPROLLER

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

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

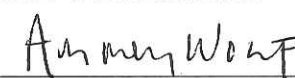
Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS



Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

By: M. Gager
Chief Deputy

SHERIFF:

RIC L. BRADSHAW, IN HIS OFFICIAL
CAPACITY AS SHERIFF OF PALM
BEACH COUNTY, FLORIDA
a State Constitutional Officer

By: [Signature]
Ric L. Bradshaw, Sheriff

Signed and delivered
in the presence of:

[Signature]
Witness Signature

Shannon R. McWilliams
Print Witness Name

[Signature]
Witness Signature

Annette Marzin
Print Witness Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
PBSO Assistant Legal Advisor