



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	✱ <u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget:</b>	Yes _____	No _____			
Budget Account No:	Fund _____	Dept _____	Unit _____	Object _____	
	Program _____				

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

✱ There is no fiscal impact with this item as the requirement to maintain the property remained with the County until such time that the Purchase and Sale Agreement was executed.

**C. Departmental Fiscal Review:** \_\_\_\_\_ *[Signature]* <sup>5-3-14</sup>

**III. REVIEW COMMENTS**

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

*[Signature]*  
 OFMB *[Signature]*  
 6/4/14

*[Signature]*  
 Contract Development and Control  
 6-10-14 *[Signature]*

**B. Legal Sufficiency:**

*[Signature]* 6/11/14  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**TERMINATION OF OPTION AGREEMENT**

**THIS IS A TERMINATION OF OPTION AGREEMENT** (the "Termination Agreement") made and entered into on \_\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida ("County"), and **NEWKITA GROUP, INC.**, a not-for-profit Florida corporation ("Newkita").

**WITNESSETH:**

**WHEREAS**, County and NewKita entered into that certain Option Agreement dated July 10, 2012 (R2012-1038), a copy of which is attached hereto as Exhibit "A" (the "Option Agreement"); and

**WHEREAS**, the Option Agreement provided NewKita with an opportunity to purchase and develop a 11.8 acre parcel of land located adjacent to the Palm Glades Apartment Complex in unincorporated Belle Glade (the "Parcel") if NewKita was able to meet established fund raising goals demonstrating an ability to fund the proposed development; and

**WHEREAS**, NewKita provided County with a request to terminate the Option Agreement, a copy of which is attached hereto as Exhibit "B"; and

**WHEREAS**, the parties have agreed to terminate the Option Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and corrected and incorporated herein by reference.
2. County and NewKita hereby terminate, cancel and extinguish the Option Agreement and both parties are hereby released from all further obligations or responsibilities thereunder.
3. NewKita hereby releases, relinquishes and quit claims to County all right, title and interest in and to the Parcel, the Option Agreement and any improvements or items of personalty that may be located upon the Parcel.
3. The termination shall be effective upon execution by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have caused this Termination of Option Agreement to be executed on the day and year first above written.

**ATTEST:**

**SHARON R. BOCK  
CLERK & COMPTROLLER**

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

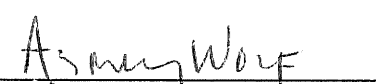
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**


**APPROVED AS TO TERMS AND  
CONDITIONS:**

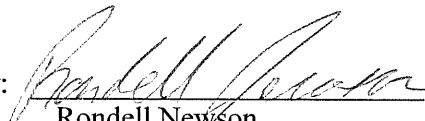
By:   
Assistant County Attorney

By:   
Audrey Wolf, Director  
Facilities Development & Operations

**WITNESS:**

**NEWKITA GROUP, INC.  
a not-for-profit Florida corporation**

  
Witness Signature  
Serkita McClarin  
Print Witness Name

By:  5/27/14  
Rondell Newson  
President and CEO

R 2012 10 38

OPTION AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of ~~JUL 10 2012~~, 2012 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County"), and the NEWKITA GROUP, INC., a 501(C)(3) not for profit Florida corporation (the "Group").

WITNESSETH

WHEREAS, the County is the owner of an approximately 11.8 acre property, generally located on SR 80 commonly known as Palm Glade PUD – West (PCN 00-37-44-06-00-000-5020) in unincorporated Belle Glade, Florida; and

WHEREAS, the Group is a not-for-profit organization to which tax deductible contributions can be made; and

WHEREAS, the Group's mission is to enhance personal enrichment and community unity through recreational activities, sports, health and fitness, entertainment and education by the development and operation of the Glades Multi-Use Complex (the "Complex"); and

WHEREAS, the Complex is proposed to consist of a two-part 50,000 square foot building which will house 3,500 to 4,000 theater style seats, two (2) full size multi-purpose courts to accommodate indoor tennis, basketball, volleyball, soccer, dance, skating, arena football, as well as a hospitality area, fitness center, conference rooms, youth activity center, and two full service locker rooms; and

WHEREAS, the Complex will be a public facility that will create a living, sustainable, enduring space that allows people of all ages and abilities to gather together and share their lives, ideas and experiences, creating a sense of belonging and a deeper commitment to the community; and

WHEREAS, the Complex will create a stimulating educational and economic environment for children, adults and families while promoting the City's favorite sport which is football; and

WHEREAS, the Group is to raise the funds required to construct and operate the Complex; and

WHEREAS, the Group has requested that the County commit to donate the property to the Group under the general conditions set forth in this Agreement and as may be agreed to at a later date, in order to enhance the Group's ability to fund-raise and seek grants from various sources for the development and operation of the Complex.

NOW THEREFORE, for and in consideration of the mutual covenants set forth and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1.0 Recitals**

1.01 The recitals set forth above are true and correct.

**2.0 General Terms**

2.01 The Group hereby agrees to conduct a fund-raising campaign and seek sufficient public and private funds to develop the land currently owned by the County as depicted on the site plan attached hereto as Exhibit A and identified as the Complex Parcel ("Parcel") and construct the Complex. The County agrees to reserve the Parcel and grant the Group an option for future acquisition of the Parcel upon the general terms and conditions set forth below, which are intended to set forth the general parameters of the parties' understanding and agreement. The underlying intent of this Agreement is to provide the Group four (4) years to raise 75% the construction funding necessary to cause the County to enter into an agreement for the acquisition of the Property. The purchase and sale agreement ("Purchase Agreement") will set forth all of the terms and conditions with respect to the sale and purchase of the Parcel as well as operation of the Complex on this property. The parties shall enter into such a Purchase Agreement at such time that the Group can demonstrate that it has raised \$4,000,000 for the construction of Complex as represented by receipts and guaranteed pledges. In the event that the Group fails to raise \$4,000,000 within four (4) years of this Agreement, the County shall have the right to terminate this Agreement and thereafter the parties shall be relieved of all further obligations hereunder.

2.02 On each anniversary of this Agreement through the time that a Purchase Agreement is executed, the Group shall provide the County with a status report on its fund raising efforts. No later than the second anniversary of this Agreement, the Group shall be able to demonstrate that it has raised \$2,100,000 represented by receipts and guaranteed pledges or the County shall have the right to terminate this Agreement.

2.03 The County understands that the Group may provide copies of this Agreement to anyone at any time to document the agreement between the County and the Group. Other than specifically referencing the existence of this Agreement and/or providing a copy of this Agreement, the Group agrees that it shall not use the name of Palm Beach County in any manner without the written consent of the County in each instance. The Group shall ensure that the County's name or logo does not appear in any promotional and fund raising media whether communicated in writing or orally.

**3.0 Purchase and Sale Agreement**

The Purchase Agreement shall, at a minimum contain the following terms and conditions reasonably acceptable to both parties.

3.01 The purchase price of the property shall be \$0 in exchange for the Group agreeing; 1) that it will not seek any other funding or monetary support from the County, or any Federal and State funds allocated to, managed and/or distributed through the County, for the development of the Complex, and 2) that the County Parks and Recreation Department may schedule the Complex for the conduct of its programs at any time that the Group does not have previously scheduled events/uses at a cost equal only to the Group's out of pocket expenses. The Group may use the value of the Parcel as a local match or contribution in any grant application that the Group may seek, but may not execute or accept such grant until the County has had an opportunity to review and approve the grant conditions to ensure that they are; 1) consistent with the use restrictions in this Agreement, and 2) do not result in any financial obligations or encumbrances to the County. The County's approval shall be timely and not be unreasonably withheld.

3.02 The Purchase Agreement will require that the Group demonstrate that it has 100% of the projected construction costs represented by receipts and guaranteed pledges as a condition of closing and prior to commencement of construction. The Purchase Agreement will require the Group to submit copies of the completed and permitted design to the County as well as a statement of probable cost for the Complex certified by an Architect or Engineer registered in the State of Florida and including a 10% contingency. This statement of probable cost will be basis for the Group demonstrating that it has achieved the above condition to closing.

3.03 Title to the property shall be conveyed at closing subject to a reverter in favor of the County in the event that the Group fails to commence construction of the Complex within two (2) years of the execution of the Purchase Agreement.

3.04 Included in the Purchase Agreement shall be the form of the County Deed to be used to convey the Parcel and containing a reverter clause which restricts the use of the property to Complex purposes only.

3.05 If at any time from commencement of construction to the point at which the Complex is completed to a stage where the structure can be secured from the natural elements and occupied by persons, no construction activity occurs for 360 consecutive days, the Parcel, at the County's option, will revert to County together with title to all improvements and County shall have the right, to demolish any above ground improvements at the County's sole cost.

3.06 Prior to closing, the Group shall be responsible for obtaining, at its sole cost and expense, all zoning and land use approvals which are necessary or required to

permit the design, construction and operation of the Complex and shall further be responsible for all conditions which may be imposed in connection with said approvals. The Group acknowledges and agrees that the County is entering into this Option Agreement in its proprietary capacity as the owner of the Parcel and that nothing contained herein shall be construed to constitute any form of approval by County in its governmental capacity or alter the Group's obligation to comply with all governmental regulations.

3.07 The Group agrees to purchase the property in "AS IS" condition. The County makes no representations as to the suitability of this property for the Group's use.

3.08 The County shall maintain the property until such time that the Purchase Agreement is executed. Immediately after execution of the Purchase Agreement, the Group will become responsible for the maintenance of the property.

3.09 The Group shall maintain liability, fire and extended coverage, workers compensation, builders risk and such other insurance coverage as may be required by the County from the date upon which the Purchase Agreement is executed until the time of closing. The intent of this provision is that County shall be completely insured and indemnified against any and all risk of accident, injury or loss of any kind or nature arising out of or in any manner connected with the Purchase Agreement.

3.10 Prior to closing, the message, graphics, etc of any site signage shall be subject to the prior written approval of the County, which approval shall be limited to ensuring consistency with the terms of this Agreement and shall not be unreasonably withheld.

3.11 If, at any time after the Complex is constructed, the Group chooses to sell the Complex, the County shall have the first right of refusal to purchase the Complex at appraised value, less the value of the land.

3.12 In the event of any type of emergency situation or disaster, including but not limitation, a hurricane or other extreme weather event, the County Administrator may determine that the County's use of the Complex is necessary to protect the health, safety and welfare of the residents of Palm Beach County. Upon that determination (which determination shall be in the sole and absolute discretion of the County Administrator and shall be based on the best information and knowledge regarding the particular emergency that the County Administrator has available at the time of making such a determination) and upon verbal or written notice, the Group shall promptly cede use of the complex, or any portion thereof, for County use, without rent, use fee or other payment of compensation; provided however that the County shall reimburse the Group the actual direct operational costs incurred by the Group as a result of such use, during the pendency of the emergency event, including without limitation, the time period(s) immediately preceding and following the actual occurrence of the event. The



Group further agrees to not offer the Complex for use to any other governmental entity or organization without first having the County Administrator make a determination that it is not required for County use.

#### **4.0 Other**

4.01 Any notices, demands or correspondence by either party to the other given pursuant to or by virtue of this Agreement must be given by Certified Mail, Return Receipt Requested, addressed to the receiving party at the following addresses:

If to the County:

Property and Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, FL 3 3411

With a copy to:

Palm Beach County Attorney's Office  
ATTN: County Attorney  
301 North Olive Avenue  
West Palm Beach, FL 33401

If to the Group:

NewKita Group  
P.O. Box 964  
Belle Glade, FL. 33430

4.02 This Agreement, including any memorandum or short form thereof, shall not be recorded in the public records without the prior written consent and joinder of the County.

4.03 This Agreement constitutes all agreements, conditions, and understandings between the parties concerning the Parcel. Except as herein provided, no subsequent alteration, waiver, change or addition to this agreement shall be binding upon the parties unless reduced to writing and signed by them.

IN WITNESS WHEREOF, this Agreement has been executed by parties hereto on the day and year first written above.

ATTEST:

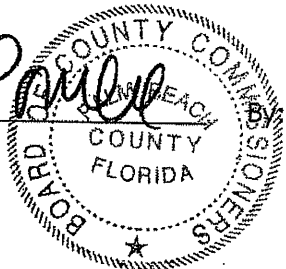
R 2012 1038 JUL 10 2012

SHARON R. BOCK  
CLERK & COMPTROLLER

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

BY ITS BOARD OF COUNTY COMMISSIONERS

By: *Sharon R. Bock*  
Deputy Clerk



*Shelley Vana*  
Shelley Vana, Chair

WITNESS:

*Howard A. Bode*  
*[Signature]*

NEWKITA GROUP, INC.  
a not for profit Florida corporation

By: *Rondell Newson*  
Rondell Newson

Title: President and CEO

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: *[Signature]*  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: *Armeny Wolf*  
Dir., Facilities Development & Opns

**Exhibit A**  
**Parcel**



00-37-44-06-00-000-5020

produced by: myGeoNav



**Palm Glade PUD - West**



NewKit Group, Inc.

[www.newkitagroup.org](http://www.newkitagroup.org)  
[enhancing@newkitagroup.org](mailto:enhancing@newkitagroup.org)  
561-800-9391

RECEIVED

MAY 19 2014

DIRECTOR'S OFFICE

May 6, 2014

Palm Beach County Commissioners  
301 N. Olive Ave, Suite 201  
West Palm Beach, FL 33401

Palm Beach County Commissioners

In light of our current land option agreement and our fundraising efforts for this project, unfortunately we will have to forego this agreement due to a lack of influential resources to embrace such an economic ground breaking for the Glades Region. At the onset of this agreement, there were a variety of resources and services that was mentioned as an avenue for support for assistance financially and strategically. To date we have exhausted those solicited agencies such as:

- Palm Beach County Revitalization Department
- Florida Economic Development
- Starfish Media Group – Soledad O'Brien's non-profit media group
- CNN
- Vantage Bank
- PNC Bank
- Knight Foundation
- TD Bank
- Treasure Coast Regional Council
- Various Independent Donors (public and private)

The list above is just a small snap shot of the organizations that have been contacted in relation to joining forces with us to collaborate, support or provide financial assistance for the project. The limits of the agreement have also played a part in adversely affecting support from various County affiliated organizations as to what they can provide for this project. This relates to the statement of the inability to request the utilization of designated funds to the County that could provide support for such a project. Even though this presented a small road block we have generated credible interest from those organizations.



NewKita Group, Inc.

[www.newkitagroup.org](http://www.newkitagroup.org)  
[enhancing@newkitagroup.org](mailto:enhancing@newkitagroup.org)  
561-800-9391

At the end of the day, this project is not just about NewKita Group. We employ that this project be a collective effort with all parties (private and public) having a voice to enhance a community and region together for the 21<sup>st</sup> century and beyond. There is a great need for this project and the only way it will come to fruition is to work together in unison. We have made connections with the USDA and TD Bank which have expressed great interest in the project. Currently, TD Bank is more than willing to facilitate funding the project through the USDA grant program but without the (%) which is a USDA requirement to secure the grant/loan. We are again in the same position to raise the initial funds as stated in the land option agreement. This is the time for all of us to roll up our collective sleeves to brainstorm and solidify a committee to secure the future of Palm Beach County constitutes and elevate an area that has been deprived economically, socially and financially.

In conclusion, we will have to forego this agreement at this time yet we are poised to continue our efforts to provide the Glades region a state of the art facility that will enhance a new beginning while bringing communities together. We are grateful for the agreement and the opportunity the County provided us but this project and NewKita Group needs as much help that can be afforded to complete this project. If there are any questions or concerns about our decision, please give me a call or email at your earliest opportunity.

Respectfully,

Rondell Newson, President  
NewKita Group



NewKit Group, Inc.

[www.newkitagroup.org](http://www.newkitagroup.org)  
[enhancing@newkitagroup.org](mailto:enhancing@newkitagroup.org)  
561-800-9391

RECEIVED

MAY 19 2014

DIRECTOR'S OFFICE

May 6, 2014

Palm Beach County Commissioners  
301 N. Olive Ave, Suite 201  
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Palm Beach County Commissioners

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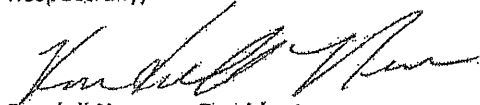
NewKita Group, Inc.

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[enhancing@newkitagroup.org](mailto:enhancing@newkitagroup.org)  
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Respectfully,



Rondell Newson, President  
NewKita Group