

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 10, 2015

Consent

Regular

Ordinance

Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Fourth Amendment to Agreement with Acme Improvement District, Boys and Girls Clubs of Palm Beach County, Inc., and the Village of Wellington for the funding of the Wellington Boys and Girls Club facility construction costs to revise the Project Description and Conceptual Site Plan to accurately reflect the completed project.

Summary: This Fourth Amendment to Agreement, R2008-1922, as amended by R2010-1909, R2012-0837 and R2014-0069, revises the Project Description and Conceptual Site Plan to accurately reflect the completed project's elements. These revisions meet the full intent of the original Agreement. The revisions to the project description and site plan include: 1) increasing the square footage of the facility from 22,570 to 22,946; 2) reducing the number of parking spaces from 46 to 33; and 3) reducing the number of outdoor basketball courts from 3 to 1. All other terms of the Agreement, including the funding amount of \$600,000, remain the same. Funding is from the 2002, \$50 Million Recreation and Cultural Facilities Bond. District 6 (PK)

Background and Justification: On October 21, 2008, the County entered into a tri-party Agreement with Acme Improvement District and Boys and Girls Clubs of Palm Beach County, Inc. to provide funding, in an amount not-to-exceed \$600,000, to assist with the construction of the Wellington Boys and Girls Club facility. In 2010, a change in the project location and a 12 month time extension were approved. In 2012, an additional 12 month time extension was approved. In 2014, the Village of Wellington was added as a party to the Agreement as the Village assumed responsibility for the construction of the building and the site's development.

The Project was completed prior to October 20, 2013, as required in the amended Agreement, and the final construction cost was \$3,585,371. On April 23, 2014, County staff conducted a final project inspection and two deficiencies were discovered. These deficiencies have been addressed in this Amendment, and the reimbursement process can be finalized pending the approval of this Amendment. The Project compliance term of 30 years from approval of the funding Agreement, October 20, 2038, remains unchanged.

This Fourth Amendment has been executed on behalf of Acme Improvement District, Boys and Girls Clubs of Palm Beach County, Inc., and the Village of Wellington, and now requires approval by the Board of County Commissioners.

Attachment: Fourth Amendment to Agreement (4)

Recommended by: _____


Department Director

02/09/2015
Date

Approved by: _____


Assistant County Administrator

2/23/15
Date

II. FISCAL IMPACT ANALYSIS


A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</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>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Program N/A


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

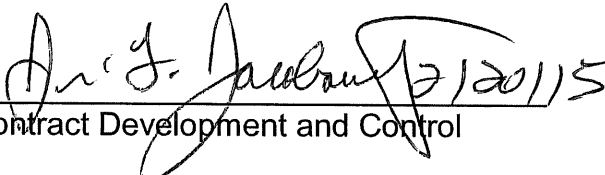
* There is no additional fiscal impact created by this Amendment. This Amendment is necessary in order to release \$60,000 currently held as retainage (KPO 581 PRCP011614*1).

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 2/12/15
 OFMB hpo
 2/11 2/12

 2/20/15
 Contract Development and Control

B. Legal Sufficiency:

 2/23/15
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

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

**FOURTH AMENDMENT TO AGREEMENT BETWEEN
ACME IMPROVEMENT DISTRICT, BOYS AND GIRLS CLUBS OF
PALM BEACH COUNTY, INC., VILLAGE OF WELLINGTON, AND
PALM BEACH COUNTY FOR FUNDING OF THE
WELLINGTON FACILITY CONSTRUCTION**

THIS FOURTH AMENDMENT TO AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", Acme Improvement District, a dependent district of the Village of Wellington, hereinafter referred to as "DISTRICT", Boys and Girls Clubs of Palm Beach County, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AGENCY", and the Village of Wellington, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, on October 21, 2008, COUNTY entered into an Agreement with DISTRICT and AGENCY (R2008-1922) as amended on November 16, 2010 (R2010-1909) and June 5, 2012 (R2012-0837) to provide funding in an amount not-to-exceed \$600,000 for construction of a new Wellington Boys and Girls Clubs Facility (the Project) to be completed on or before the amended Project Completion date of October 20, 2013; and

WHEREAS, on January 14, 2014, MUNICIPALITY was included as an additional party to the Agreement (R2014-0069); and

WHEREAS, on April 23, 2014, a final project inspection was completed by MUNICIPALITY and COUNTY staff to determine status of all project elements included in the Project Description, Conceptual Site Plan, and Cost Estimate to the First Amendment to Agreement (Exhibit A); and

WHEREAS, two deficiencies were detected during the final project inspection; and

WHEREAS, these two deficiencies are not deemed essential to the project in order to meet the full intent of the original Agreement, as amended; and

WHEREAS, COUNTY has requested that these two deficiencies be reflected in a revised Project Description, Conceptual Site Plan, and Cost Estimate (Exhibit AA); and

WHEREAS, all parties desire to amend the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

1. Section 1.03 of this Agreement shall be amended to delete "COUNTY will pay to MUNICIPALITY a total amount not to exceed \$600,000 for the construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A"." and to insert "COUNTY will pay to MUNICIPALITY a total amount not to exceed \$600,000 for the construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "AA"."

2. Section 5.01 of this Agreement shall be amended to delete "AGENCY AND DISTRICT shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status, or sexual orientation or gender identity and expression with respect to use of the Project." and to insert "AGENCY, DISTRICT and MUNICIPALITY shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information with respect to use of the Project."

3. Article 11 of this Agreement shall be amended to insert the following:

"Without waiving the right to sovereign immunity as provided by s.768.28 f.s., MUNICIPALITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event MUNICIPALITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 f.s., MUNICIPALITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

MUNICIPALITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, MUNICIPALITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Agreement."

4. Except as provided herein, each and every other term of this Agreement shall remain in full force and effect and the Agreement is reaffirmed as modified herein.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

By: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, BY ITSBOARD OF COUNTY COMMISSIONERS

By: _____
Shelley Vana, Mayor

ATTEST:

By: *Awilda Yodanis*
MUNICIPALITY Clerk

VILLAGE OF WELLINGTON

By: *Bob Margolis*
Bob Margolis, Mayor

WITNESSES:

Dawn
Richard J. Call

ACME IMPROVEMENT DISTRICT

By: *Bob Margolis*
Bob Margolis, Supervisor President

WITNESSES:

[Signature]
[Signature]

BOYS & GIRLS CLUBS OF PALM BEACH COUNTY, INC.

By: *Jaene Miranda*
Jaene Miranda, President

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Jamie Calver*
MUNICIPALITY Attorney

APPROVED AS TO FORM LEGAL SUFFICIENCY

By: _____
COUNTY Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *Eric Call*
Eric Call, Director
Parks and Recreation Department

Revised Project Description and Cost Estimate
Boys & Girls Club of Wellington Facility Construction

Project Description

- The Boys & Girls Club of Wellington facility is currently located at 3401 South Shore Boulevard, south of Pierson Road. In an effort to maximize the use of this facility, the Village, in conjunction with the Boys & Girls Club, plans to relocate the construction of the new clubhouse from the current site to the Little Blue Skate Park at 1190 Wellington Trace adjacent to the Village's Safe Neighborhood office. Most of the users of the club currently reside in the northern areas of the Village, along either side of the Forest Hill Boulevard corridor, and the relocation of the facility to this site will result in reduced need for transit of children. The new location will also allow more of the neighborhood children to attend programs and will allow for shared programs hosted by the Boys and Girls Club and the Safe Neighborhood office. The Village Council, representing Acme Improvement District, approved a new long-term lease agreement with the Palm Beach County Boys & Girls Clubs, Inc. for the property on February 9, 2010.

The proposed facility will consist of approximately 22,946 sq. ft., which is an increase of 2546 square feet from the originally proposed facility. Construction of the new facility could begin as early as 2011. Project elements inside the new facility include:

- An indoor full-size basketball court
- An arts and crafts room
- A computer/homework station
- A multi-use room
- A senior/teen lounge
- A science lab
- Dance/exercise room

Outdoor project elements now include the construction of:

- Approximately 33 parking spaces
- Two spaces for both club buses and vans
- One outdoor basketball court
- Open space children's play area
- Site work to include demolition of two existing buildings

Cost Estimate

- Based on the construction costs of the same facility in Riviera Beach, the cost estimate for site work, permitting and construction is \$2,850,000.

