

**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".

**W I T N E S S E T H:**

**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

**ATTEST:**

By: \_\_\_\_\_  
MUNICIPALITY Clerk

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

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

By: \_\_\_\_\_  
MUNICIPALITY Attorney

**PALM BEACH COUNTY, FLORIDA, BY IT BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Shelley Vana, Mayor

**VILLAGE OF WELLINGTON**

By: \_\_\_\_\_  
Bob Margolis, Mayor

**ACME IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Bob Margolis, Supervisor

**BOYS & GIRLS CLUBS OF PALM BEACH COUNTY, INC.**

By: \_\_\_\_\_  
Jaene Miranda, President

**APPROVED AS TO FORM LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
COUNTY Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

By: \_\_\_\_\_  
Eric Call, Director  
Parks and Recreation Department

## Revised Project Description and Cost Estimate

## Boys &amp; 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.



