3H-18
Agenda Item #:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:	June 16, 2009	[X] Consent [] Ordinance	[] Regular [] Public Hearing	
Department:	Facilities Developm	ent & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) adopt a Resolution authorizing the extension of the term of the License Agreement (R2007-1103) with the Genealogical Society of Palm Beach County, Inc., and finding that the purpose of the First Amendment is promoting community interest and welfare, the space is required for such use and is not needed for County purposes; and

B) approve a First Amendment to License Agreement with the Genealogical Society of Palm Beach County, Inc. to provide for automatic renewals of the term of the License Agreement on a year to year basis, unless terminated by either party upon 180 days notice.

Summary: On July 10, 2007, the Board approved a License Agreement with the Genealogical Society of Palm Beach County, Inc. d/b/a Palm Beach County Genealogical Society, for use of 1,719 SF of space in the County's Main Library located at 3650 Summit Boulevard in the City of West Palm Beach. The current License Agreement will expire July 9, 2009. This First Amendment: (i) extends the term for one (1) year from July 10, 2009 through July 9, 2010, with automatic annual renewals thereafter, unless cancelled by either party upon 180 days notice; (ii) acknowledges that the correct square footage is 1,719 SF; (iii) modifies Section 3.05 of the License Agreement to prohibit discrimination against any individual based upon gender identity or expression; and (iv) updates the Notice provisions. The Genealogical Society will continue to pay a monthly service fee of \$150.00 for utility and custodial costs. All other terms and conditions of the License Agreement remain unmodified. (PREM) District 2 (HJF)

Background and Justification: The License Agreement provided for an initial term of two (2) years, with three (3) one (1) year options to renew in the County's sole discretion. The initial term of the License Agreement expires July 9, 2009, and the Society has requested an extension with automatic one (1) year renewals.

Attachments:

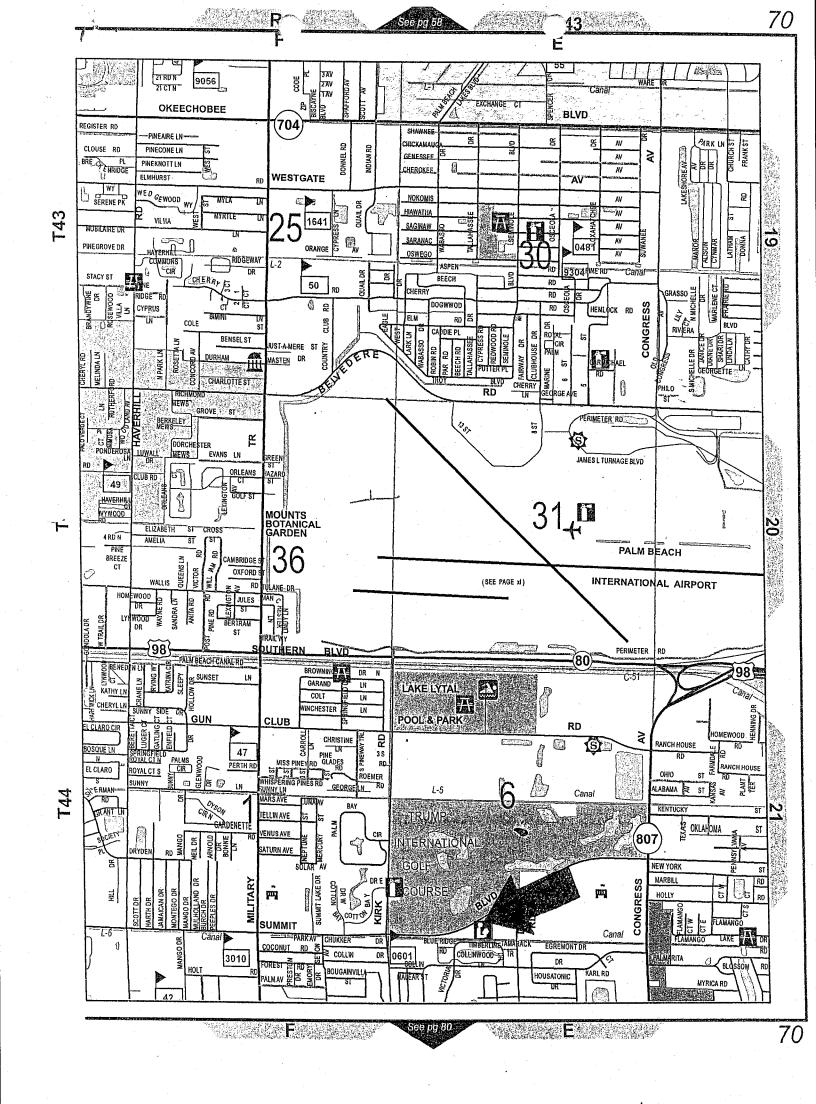
- 1. Location Map
- 2. Resolution
- 3. First Amendment to License Agreement
- 4. Letter from Genealogical Society of Palm Beach
- 5. Licensee's Disclosure of Beneficial Interests

Recommended By:	Army Work	5/25/09
	Department Director	Date
Approved By:	Mules	(/40
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fi	scal Impact:				
Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures Operating Costs External Revenues	<u>(\$410.00)</u>	<u>(\$1,395.00)</u>	<u> </u>		
Program Income (County) In-Kind Match (County					•
NET FISCAL IMPACT	<u>(\$410.00)</u>	(\$1,395.00)			
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Buc	dget: Yes	No	<u>x</u>		
Budget Account No: Fund P	1180 Dept	<u>800</u> Ui	nit <u>8000</u>	Object	<u>6999</u>
B. Recommended Sources of	f Funds/Summ	nary of Fiscal	Impact:		
Revenue calculations (FY 2009) r services provided by the County, be 2009. Calculations for July 2009. Revenue will be applied to the Lib	pased upon a L are prorated ba	icense Agreem sed on a 30-da	nent commen ny month.	cement dat	
C. Departmental Fiscal Revi			peracing acco		
	III. <u>REVI</u>	EW COMME	<u>NTS</u>		Ny.
A. OFMB Fiscal and/or Con	elulos	ment Comme	I few	Bourt Control	613109
B. Legal Sufficiency: Assistant County Attorney	14/09	This am	endment complies requirements	ies with	
C. Other Department Revie	w:				
Department Director					

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



LOCATION MAP

ATTACHMENT #1



RESOL	UTION NO	. 2009-	

RESOLUTION **OF** THE **BOARD OF COUNTY** COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE **AMENDMENT OF** AGREEMENT FOR THE USE OF SPACE WITHIN A COUNTY-OWNED BUILDING BY THE GENEALOGICAL SOCIETY OF PALM BEACH COUNTY, INC. A FLORIDA NOT FOR PROFIT 501 (C)(3) EDUCATIONAL ORGANIZATION, PURSUANT TO FLORIDA STATUTE SECTION 125.38; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Genealogical Society of Palm Beach County, Inc. (f/k/a and d/b/a Palm Beach County Genealogical Society, Inc.), a Florida not for profit 501(c)(3) educational organization ("Licensee"), has made application to the Board of County Commissioners of Palm Beach County requesting that Palm Beach County amend its License Agreement (R2007-1103), which Agreement allows Licensee use of space within the Main Library, to provide for automatic renewals of the term of the License Agreement;

WHEREAS, Licensee uses the licensed space at the Main Library to make genealogical research materials and services available to the public;

WHEREAS, genealogy research is one of the most popular services offered at the Main Library;

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that Licensee, a non-profit organization, is organized for the purpose of promoting community interest and welfare, the aforementioned use constitutes a use for the community interest and welfare, the space within the library is required for such use, and such space is not needed for County purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to License Real Property

The Board of County Commissioners of Palm Beach County shall license to Licensee, pursuant to the License Agreement as amended by the First Amendment to License Agreement

attached hereto and incorporated herein by reference, for a term that automatically renews annually unless terminated by either party, and for a monthly service fee of \$150.00 for utilities and custodial costs, the space identified in the License Agreement for the use identified above.

Section 3. Conflict with Federal or State Law or County Charter.

Any statutory or Charter provisions in conflict with this Resolution shall prevail.					
Section 4. <u>Effective Date.</u>					
The provisions of this Re	solution shall be effective immediate	ly upon adoption hereof.			
The foregoing resolution	was offered by Commissioner	who moved its			
adoption. The Motion was secon	nded by Commissioner	, and upon being put to a			
vote, the vote was as follows:					
COMMISSIONER COMMISSIONER COMMISSIONER COMMISSIONER COMMISSIONER DISTRICT 7	R JOHN F. KOONS, CHAIRMAN R BURT AARONSON, VICE CHAIR R KAREN T. MARCUS R SHELLEY VANA R STEVEN L. ABRAMS R JESS R. SANTAMARIA declared the resolution duly passed a				
day of	, 200				
	PALM BEACH COUNTY, subdivision of the State of I BOARD OF COUNTY CO SHARON R. BOCK CLERK & COMPTROLLE	Florida MMISSIONERS			
APPROVED AS TO FORM AN	By:				

G-PROPERTY MGMT SECTION/LICENSE AGREEMENT/GEN SOCIETY. MAIN LIBRARY/LICENSE AGREEMENT FIRST AMENDMENT/RESOLUTION.002.HF APP.042709.DOC

LEGAL SUFFICIENCY

Assistant County Attorney

AND CONDITIONS

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("First Amendment"), made and entered into ______, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", and GENEALOGICAL SOCIETY OF PALM BEACH COUNTY, INC., f/k/a PALM BEACH COUNTY GENEALOGICAL SOCIETY, INC., a not for profit 501(c)(3) educational organization with a federal identification number of 237107721, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, County and Palm Beach County Genealogical Society, Inc., entered into that certain License Agreement dated July 10, 2007 (R2007-1103) (the "Agreement") for use of the Premises, as defined in the Agreement, for a term of two (2) years; and

WHEREAS, Palm Beach County Genealogical Society, Inc., changed its name to Genealogical Society of Palm Beach County, Inc., in 2008, but is also continuing to do business as Palm Beach County Genealogical Society; and

WHEREAS, the Agreement provided Licensee with the option to renew, at County's sole discretion, for three additional one (1) year terms; and

WHEREAS, County and Licensee desire to amend the Agreement to provide for automatic renewals of the term of the Agreement.

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

- 1. The above recitals are true and correct and incorporated herein by reference. Terms not defined or amended herein shall have the same meaning as ascribed to them in the Agreement.
- 2. The term of this Agreement is hereby extended for a period of one (1) year commencing on July 10, 2009, and expiring on July 9, 2010, and shall automatically be extended on a year-to-year basis (July 10 through July 9), unless terminated as set forth herein. Either party hereto may notify the other party at any point during the term, or any extension thereof, of the notifying party's election to terminate the Agreement. The notifying party shall provide the other party with at least one hundred eighty (180) days advance written notice of its election to terminate the Agreement upon the date set forth in the termination notice.

Page 1 of 3

- 3. The parties acknowledge that the square footage of the Premises as set forth in Section 1.01 of the Agreement is incorrect. The correct square footage of the Premises is 1,719 square feet.
- 4. Section 3.05 of the Agreement is modified to also prohibit discrimination against any individual on the basis of gender identity or expression.
 - 5. Section 8.02 (b) is deleted in its entirety and replaced with the following:

With a copy to:

- (b) Audrey Wolf, Director
 Facilities Development & Operations Department
 2633 Vista Parkway
 West Palm Beach, FL 33411
- 6. Section 8.02 (c) is deleted in its entirety and replaced with the following:
 - (c) If to the Licensee at:
 Genealogical Society of Palm Beach County, Inc.
 Attn: President
 P.O. Box 17617
 West Palm Beach, FL 33416
- 7. Except as set forth herein, the Agreement remains unrevised and in full force and effect, and the parties hereby ratify, confirm, and adopt the Agreement as amended hereby.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have set their hands and seals on the date set forth above.

ATTEST: SHARON R. BOCK CLERK & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk APPROVED AS TO FORM AND LEGAL SUFFICIENCY	By: John F. Koons, Chairman APPROVED AS TO TERMS AND AND CONDITIONS
By:Assistant County Attorney	By: Rett Army Work Audrey Wolf, Director Facilities Development & Operations
WITNESSES: Transme W. Nelson Witness Signature	GENEALOGICAL SOCIETY OF PALM BEACH COUNTY, INC., a not for profit 501 (c)(3) educational organization of the State of Florida By: William Office, President
Print Witness Name Witness Signature Tania Sotilo Print Witness Name	(SEAL) ENEALO GICAL SOCIETY OF PALMBEACH (OUNTY, INC. A NOT-FOR-PROFIT CURPORATION

G:\Property Mgmt Section\License Agreement\Gen Society.Main Library\License Agreement First Amendment\1st Amend.003 HF app.042709.doc

Palm Beach County Genealogical Society, Inc.



P. O. Box 17617 West Palm Beach, Florida 33416 Telephone: (561) 616-3455

Ancestry

www.pbcgs.org email: ancestry@bellsouth.net QUARTERLY BULLETIN

March 13, 2009

Lavinia Gardner
Finance and Facilities Director
Palm Beach County Library System
3650 Summit Blvd.
West Palm Beach, FL 33406

Dear Ms. Gardner:

The Genealogical Society of Palm Beach County would like to renew our License Agreement (R-2007-1103 dated 7/10/2007) that is scheduled to expire on 7/9/2009 by requesting a term extension.

Thank you.

Sincerely,

Linnie S. Comerford, President

Genealogical Society of Palm Beach County

Copy: Jane Craig, Main Library Manager

LICENSEE'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE STATE OF FLORIDA COUNTY OF PALM BEACH BEFORE ME, the undersigned authority, this day personally appeared WILLIAM P. KING, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows: Affiant is the President of GENEALOGICAL SOCIETY OF PALM BEACH COUNTY, INC., a Florida not for profit corporation, (the "Licensee") which entity has a license agreement to use the space in a County-owned building as described on the attached Exhibit "A" (the "Licensed Space"). Affiant's address is: 2850 S. OCEAN BLVD # 502 2. PALM BEACH, FLURIDA 33480 (561)585-5137 GENEALOGICAL SOCIETY OF PALM BEACH COUNTY, INC., is a not for profit 501(c)(3) educational organization, and therefore no person or entity holds an individual beneficial interest in the corporation. 4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its license agreement for use of the Property. FURTHER AFFIANT SAYETH NAUGHT. WILLIAM P. KING , Affiant (Print Affiant Name) The foregoing instrument was sworn to, subscribed and acknowledged before me this // # day of May ___, 200 <u>9</u>_ _, by William P. King [] who is personally known to me or [] who has produced DUF (K5209352) 1590 as identification and who did take an oath. Notary Public TANIA ALEIDA SOTILLO MY COMMISSION # DD447333 PARTY Name Rest July 4, 2009 **NOTARY PUBLIC** State of Florida at Large My Commission Expires:

G:\Property Mgmt Section\License Agreement\Gen Society.Main Library\License Agreement First Amendment\Disclosure of Beneficial Interest.001.HF app.042409.doc

EXHIBIT "A"

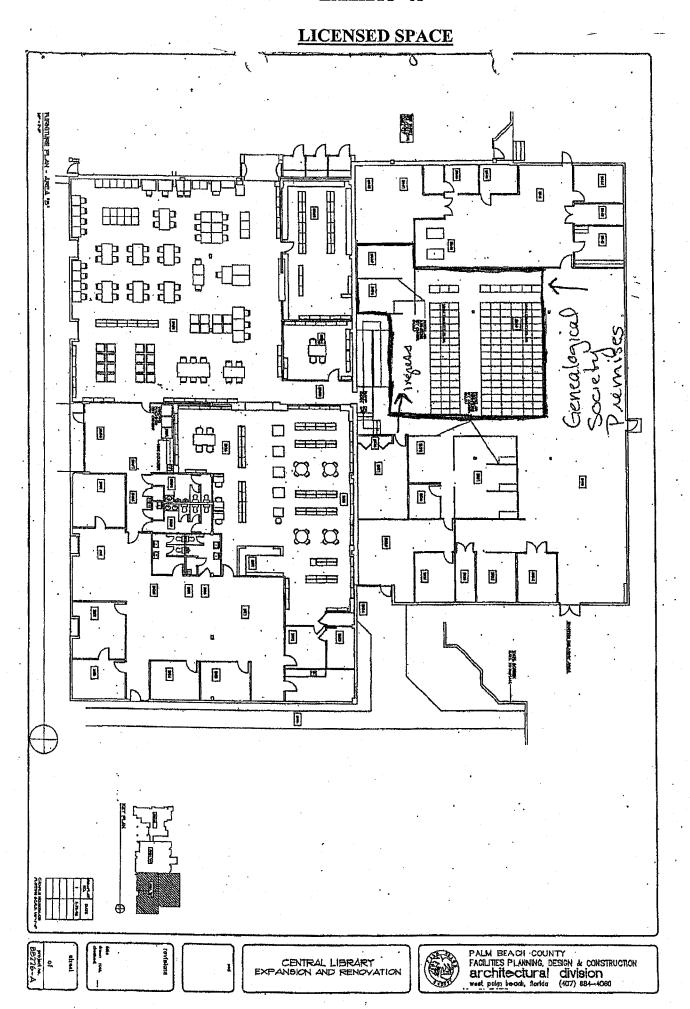
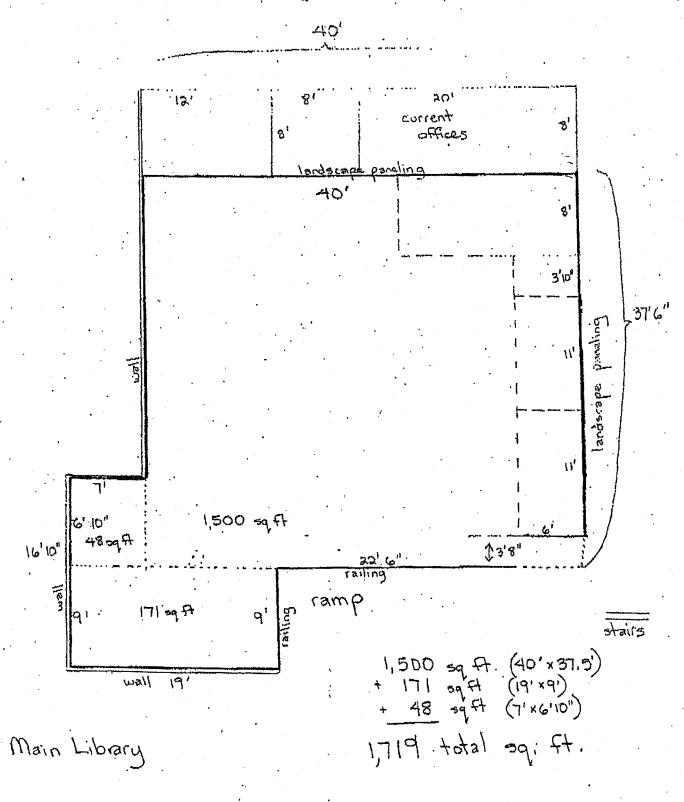


EXHIBIT "A"

LICENSED SPACE

Genealogy Library space



Genealogical Society of Palm Beach County INSTALLATION OF BOARD OF DIRECTORS 2009-2011

MAY 12 2009

Sailfish Club, Palm Beach, Florida April 4, 2009

President William King - You have been elected to be the principal executive officer with responsibility for the general supervision of the affairs of the Society and shall be the official spokesman of the Society. You shall preside at all meetings of the Society and the Board of Directors. You shall appoint any needed committees and shall be an ex-officio member of all committees. If you will faithfully carry out the duties of President, please say, "I Will."

First Vice President Larry Vick - You have been elected to serve as program chairman, to arrange for five programs and the annual meeting each year of your term. In the absence or inability of the President, you are to perform the duties of that office. You shall attend all general and board meetings of the Society when humanly possible. If you will faithfully carry out the duties of First Vice President, please say, "I will."

Second Vice President Carlos Ruth - You have been elected to serve as education chairman, to arrange for any educational seminars, workshops or programs each year of your term. In the absence of the President and First Vice President, you are to perform the duties of the office of President. You shall attend all general and board meetings of the Society when humanly possible. If you will faithfully carry out the duties of Second Vice President, please say, "I will."

Recording Secretary Carol Heap - You have been elected to serve as Recording Secretary and are charged with keeping a record of the proceedings of the Society and the Board of Directors; to make the minutes of such meetings available to members. You shall attend all general and board meetings of the Society when humanly possible. If you will faithfully carry out the duties of Recording Secretary, please say, "I will."

Corresponding Secretary Adele Flores - You have been elected to serve as Corresponding Secretary, to attend to such correspondence as the Board of Directors may direct. You shall provide all members of the Board of Directors with a copy of the Bylaws and the Trust Indenture. You shall attend all general and board meetings of the Society when humanly possible. If you will faithfully carry out the duties of Corresponding Secretary, please say, "I will."

Treasurer-Registrar Randall Hall - You have been elected to serve as Treasurer-Registrar. As Treasurer, you shall have custody of the funds of the Society except those funds which have been transferred to the Endowment Trust Fund. You shall deposit or invest all other funds as may be directed by the Board of Directors, shall make disbursements as directed by the Board, and shall record all receipts and disbursements in appropriate bookkeeping records. As Registrar, you shall keep a list of the membership and shall mail out delinquent dues notices in the month of June. You shall attend all general and board meetings of the Society when humanly possible. If you will faithfully carry out your duties as Treasurer-Registrar, please say, "I will."

Librarian Lorraine Lentsch - You have been elected to serve as Librarian and shall have the care and custody of the resources of the library and shall catalog all its accessions. You shall have charge of accepting gifts, negotiating exchanges, and making purchases for the Library under the direction of the Board of Directors. You shall notify the Board of Directors of library needs for funds from the Endowment Trust Fund. You shall attend all general and board meetings of the Society when humanly possible. If you will faithfully carry out your duties as Librarian, please say, "I will."

Historian Walter Holmes - You have been elected to serve as Historian and shall keep current the history of the Society and shall preserve Society material of historical significance. You shall attend all general and board meetings of the Society when humanly possible. If you will faithfully carry out your duties as Historian, please say, "I will."

Director Jethro Hurt - You have been elected to serve as Director and shall carry out any duties assigned by the Board of Directors. You shall attend all general and board meetings of the Society when humanly possible. If you will faithfully carry out your duties as Director, please say, "I will."

Director Ernest Whitney - You have been elected to serve as Director and shall carry out any duties assigned by the Board of Directors. You shall attend all general and board meetings of the Society when humanly possible. If you will faithfully carry out your duties as Director, please say, "I will." (Absent)

Past President/Director Sue Comerford - You have faithfully served as President and now become a Director, lending your expertise to the Board. You shall attend all general and board meetings of the Society when humanly possible. If you will faithfully carry out your duties as Director, please say, "I will."

The Society Will."

The Society Will. The Society will attend all general and board meetings of the Society when humanly possible. If you will faithfully carry out your duties as Director, please say, "I will."

april 4, 2009

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CERTIFICATE HOLDER	CANCELLATION
Palm Beach County BCCC Property & Real Estate Management 2633 Vista Parkway	SHOULD ANY OF THE ABOYE DESCRIBED POLICIES BE CANCELLED EXPORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO BO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES.
West Palm Beach FL 33411	AUTHORIZED REPRESENTATIVE BONNESS SCHOOL
ACORD 25 (2001/08)	© ACORD CORPORATION 1989

TO: Palm Beach County Board of County Commissioners
Property and Real Estate Management
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33411

This will affirm that:

- 1. We are not engaged in the "construction industry" as defined in FL Chapter 440 and do not employ more than three persons (including Corporate Officers, if any).
- We do not carry Florida Workers Compensation insurance.
- 3. Any persons that we may engage to work will have legal status as independent contractors, and not employees.
- 4. All such independent contractors have been advised that they are not covered for Workers Compensation insurance, and would be responsible for carrying their own such coverage if they desire.
- 5. If we should fall under Florida's requirement for carrying Workers Compensation insurance, we shall immediately obtain such coverage and provide evidence of it to you.

Accordingly, we hereby apply for exemption from Palm Beach County's requirement for carrying Workers Compensation insurance.

(Please Print Name)	
BBHOLL - Treasurer Date	4/5/09
Palm Beach County Genealogical Company Name	Society
3650 Summed Ore, WPB, FL Company Street Address/City/State/Zip Code	33406

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