Agenda Item #:

34-16

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: October 5, 2010

[X] Consent [] Ordinance [] Regular [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to A) Approve a First Amendment to Third Restated Agreement (R2009-0414) with The Historical Society of Palm Beach County (Society), a Florida non-profit corporation, to provide the Society the right to request the County's consent to make alterations to the exterior of the 1916 Courthouse and the surrounding grounds (Exterior Alterations); and

B) Authorize the County Administrator or his designee the authority to grant, condition or deny Society's request to make Exterior Alterations.

Summary: In 2009, the Board approved the Third Restated Agreement with the Society for the operation of a museum of history (Museum) and the occupancy of a portion of the 1916 Courthouse for a thirty (30) year term that commenced on January 1, 2008. The Society and County desire to maximize public access to the 1916 Courthouse, including the Museum, as a venue for historical education. Society desires that the County allow it to mount banners to the exterior of the 1916 Courthouse to identify the Museum and to announce upcoming and pending historic attractions. This First Amendment to the Third Restated Agreement: (i) provides Society the ability to request the County's consent for Society to make Exterior Alterations; (ii) updates the Society's notice information; and (iii) provides Society with the disclosure of the Office of the Inspector General. Society shall pay all costs and expenses regarding any Exterior Alterations, including securing the necessary permits from the City of West Palm Beach. Other than the changes set forth herein, all other terms remain the same. (FDO Admin) Countywide/District 7 (HJF)

Background and Justification: On March 17, 2009, the Board approved the Third Restated Agreement with the Society pursuant to which Society: (i) operates the Museum within the 1916 Courthouse; (ii) leases office space within the 1916 Courthouse; and (iii) has rights to share in the use of the ceremonial courtroom and other portions of the 1916 Courthouse.

Attachments:

First Amendment

Recommended By:	Anney Work	9/22/10	
50 - 20 12	Department Director	Date	
Approved By:	aller	a halis	
	County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County					
NET FISCAL IMPACT	# See be	ow.	, , 2		
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budg	get: Yes	:	No		
Budget Account No: Fund	Program	;	Unit	Object	

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

- * No Fiscal Impact.
- Departmental Fiscal Review: _ C.

III. REVIEW COMMENTS

OFMB Fiscal and/or Contract Development Comments: Fical Impact Camot be determined at his time A.

Legal Sufficiency: B. fant ounty Attorney

Other Department Review:

0 Contract Development and Control

This amendment complies with

our review requirements. The orginating Gatract was R2004-0257

Department Director

C.

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

G: SCOOPER AGENDA ITEMS 2010 HISTORICAL SOCIETY AMENDMENT DOCX

FIRST AMENDMENT TO THIRD RESTATED AGREEMENT

THIS FIRST AMENDMENT TO THIRD RESTATED AGREEMENT (this "Amendment"), is made and entered into this _______ by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County"), and THE HISTORICAL SOCIETY OF PALM BEACH COUNTY, a Florida non-profit corporation (the "Society").

WITNESSETH:

WHEREAS, County is the owner of certain real property upon which the first Palm Beach County Courthouse was constructed in 1916 (the "Historic Courthouse"); and

WHEREAS, County and Society entered into a Third Restated Agreement dated March 17, 2009 (R2009-0414) (the "Third Restated Agreement") pursuant to which Society: (i) operates a Museum of Palm Beach County history (the "Museum of History") within the Historic Courthouse; (ii) leases certain premises therein for office space; and (iii) has rights to share in the use of the ceremonial courtroom and other portions of the Historic Courthouse; and

WHEREAS, County and Society wish to maximize public access to the Historic Courthouse, including the Museum of History located therein, as a venue for historical education; and

WHEREAS, the Society desires to make alterations to the exterior of the Historic Courthouse so that the Society will have the ability to mount on-premises banners in order to identify the Museum of History and announce upcoming and pending historic attractions on display therein; and

WHEREAS, Society and County desire to amend the Third Restated Agreement to provide the Society the right to request the County's consent to make alterations to the exterior of the Historic Courthouse and the surrounding grounds.

NOW, THEREFORE, in consideration of the sum of Ten Dollar (\$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 recitals set forth above are true and correct and are incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Third Restated Agreement.
- 2. Article III of the Third Restated Agreement is modified to add the following:

Section 3.03. Society's Exterior Alterations.

Society shall have the right to request the County's consent to make improvements, additions, modifications or alterations to the exterior of the Historic Courthouse and/or the surrounding grounds (hereinafter collectively referred to as "Exterior Alterations").

Society shall submit such requests in writing to the Director of the County's Department of Facilities Development & Operations ("FDO") for County's review. Society shall not make any Exterior Alterations, without the prior written consent of County in each instance, which may be granted, conditioned or denied in the County's sole and absolute discretion. All Exterior Alterations shall be: (i) made by Society at Society's sole cost and expense and (ii) repaired and maintained by Society in good order and condition, ordinary wear and tear excepted, at Society's sole cost and expense. Except as set forth above, all provisions of the Third Restated Agreement that relate to the Common Areas, Premises, Society's Work and Alterations shall also apply to Exterior Alterations.

- 3. Section 19.02(b) of the Third Restated Agreement is modified to delete the reference to "Loren Mintz" and to replace it with " John McDonagh" and to delete the email address lmintz@historicalsocietypbc.org of and to replace it with "jmcdonagh@historicalsocietypbc.org".
- 4. Article XIX of the Third Restated Agreement is hereby modified to add the following:

Section 19.23 Palm Beach County Office of the Inspector General.

The County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the parties or entities with which the County enters into agreements, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All parties or entities doing business with the County or receiving County funds shall fully cooperate with the Inspector General including granting the Inspector General access to records relating to the agreement and transaction.

- Except as specifically modified by this Amendment, all of the terms and conditions of the 5. Third Restated Agreement shall remain unmodified and in full force and effect in accordance with the terms thereof. In the event of a conflict between the terms and conditions set forth in the Third Restated Agreement and those set forth in this Amendment, the terms and conditions of this Amendment shall govern.
- This Amendment shall become effective when signed by all the parties and approved by 6. the Palm Beach County Board of County Commissioners.

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Third Restated Agr with Historical Society C:\Documents and Settings\sjcooper\Local Settings\Temporary Internet Files\Content.Outlook\SHC1UKZG\Amendment Historical Society 9 17 10.doc

IN WITNESS WHEREOF, County and Society have executed this Amendment or have caused the same to be executed as of the day and year first above written.

WITNESSES:

Masarette Witness Signature

argaret lamsb Print Name of Witness

Witness Signature Murra

Print Name of Witness

THE HISTORICAL SOCIETY OF PALM BEACH COUNTY, A FLORIDA NON-PROFIT CORPORATION

By: John McDonagh, its President

(SEAL)

ATTEST:

SHARON H. BOCK, Clerk and Comptroller

By:

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Assistant County Attorney

PALM BEACH COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By:

Burt Aaronson, Chair

APPROVED AS TO ITS TERMS AND CONDITIONS

By: Audrey Wolf, Director Facilities Development & Operations

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