



**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)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<i>* See below .</i>				
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

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

*\* No Fiscal Impact.*

**C. Departmental Fiscal Review: \_\_\_\_\_**

**III. REVIEW COMMENTS**

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

*Fiscal impact cannot be determined at this time.*

*[Signature]*  
 OFMB  
 9/27/10

*[Signature]* 9/28/10  
 Contract Development and Control

**B. Legal Sufficiency:**

*[Signature]* 9/24/10  
 Assistant County Attorney

*This amendment complies with our review requirements. The originating contract was R 2004-0257*

**C. Other Department Review:**

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

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

## 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 of `lmintz@historicalsocietypbc.org` 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.

5. Except as specifically modified by this Amendment, all of the terms and conditions of the 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.
6. This Amendment shall become effective when signed by all the parties and approved by the Palm Beach County Board of County Commissioners.

[remainder of page intentionally left blank]

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:

Margaret Tamsberg  
Witness Signature

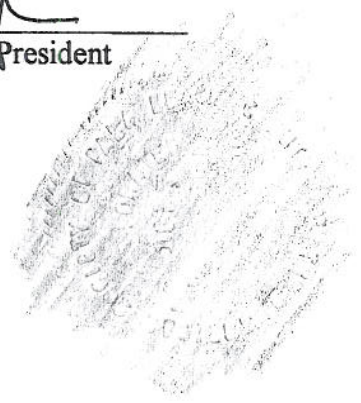
Margaret Tamsberg  
Print Name of Witness

Debi Murray  
Witness Signature

Debi Murray  
Print Name of Witness

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

By: John McDonagh  
John McDonagh, its President



(SEAL)

ATTEST:

SHARON H. BOCK, Clerk and Comptroller

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

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

By: \_\_\_\_\_  
Burt Aaronson, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
Assistant County Attorney

APPROVED AS TO ITS TERMS AND CONDITIONS

By: Audrey Wolf  
Audrey Wolf, Director  
Facilities Development & Operations