

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2014 | 2015 | 2016 | 2017 | 2018 |
|---|-------------------------------------|-------|-------|-------|-------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | <u>*\$37,606.63</u> | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | * <u>37,606⁶³</u> | ===== | ===== | ===== | ===== |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget: Yes No

Budget Account No: Fund 0001 Dept 410 Unit 5250 Object 6225
 Program _____

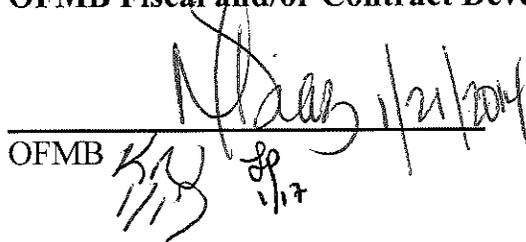
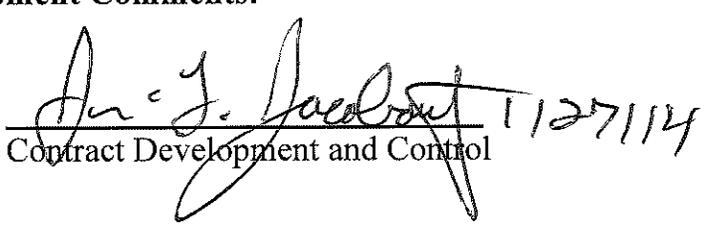
B. Recommended Sources of Funds/Summary of Fiscal Impact:

*If Rent is abated, the County will not receive \$37,606.63 (10 month's rent) in revenue budgeted for FY '14. Future year revenue losses are not projected due to annual review.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB 1/15 1/17 Contract Development and Control 1/27/14

B. Legal Sufficiency:



Assistant County Attorney

C. Other Department Review:

 Department Director

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

TWP 43

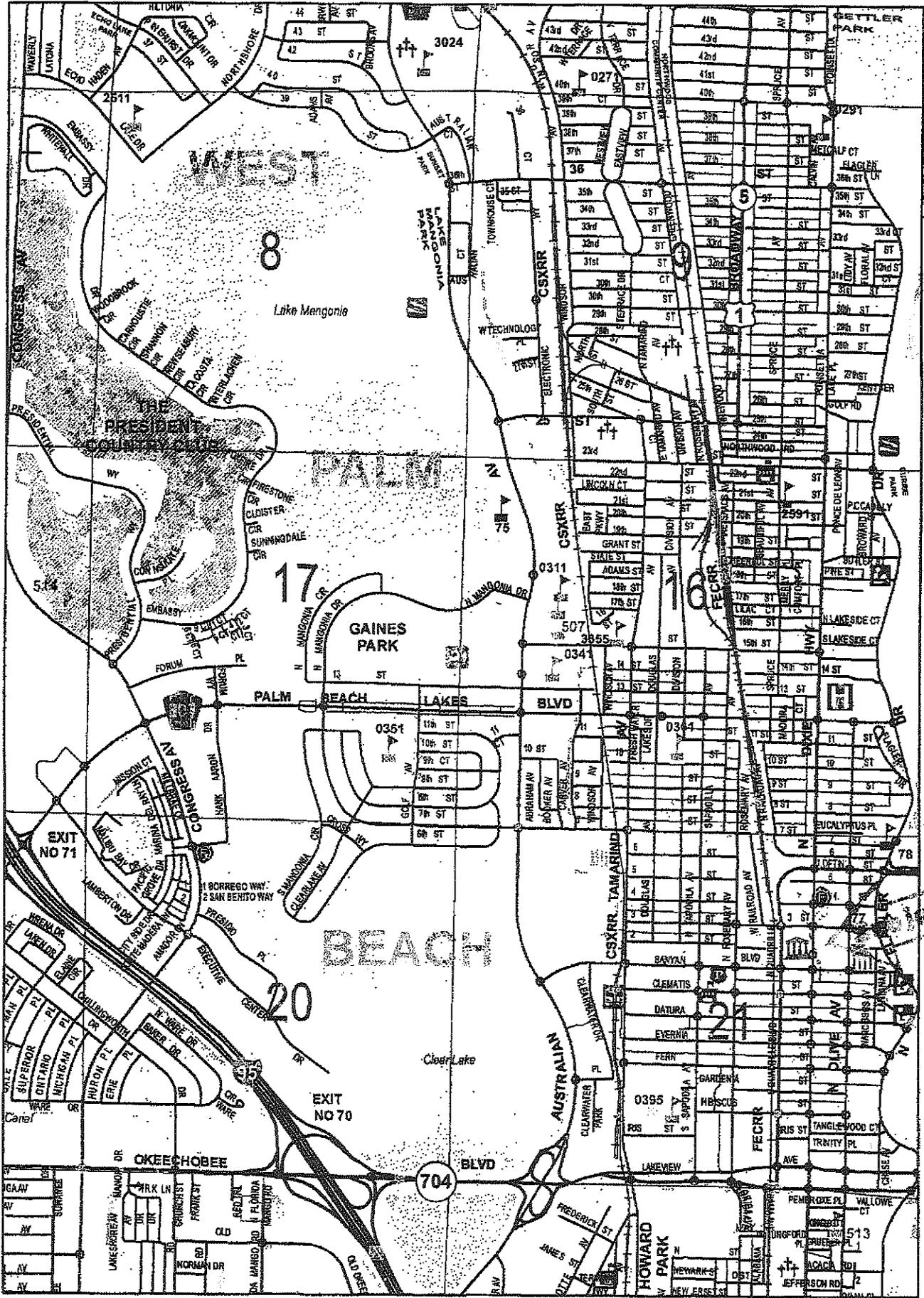
TWP 43

TWP 43

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RNG 43

See pg 71

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LOCATION MAP



HISTORICAL SOCIETY OF PALM BEACH COUNTY
Annual Deliverables

In consideration for a temporary abatement of rent for the Historical Society of Palm Beach County's administrative offices located in the Historic 1916 Palm Beach County Courthouse the Society agrees to perform and report back to the Board of County Commissioners on the following initiatives:

- **Traveling Educational Trunks** – Traveling Educational Trunk Program offers an exciting series of educational resources for the classroom. Trunks are based on a specific theme and include information and activities to help students better understand the history of both Palm Beach County and Florida. Trunks currently available are Ancient People of South Florida, Seminoles and Miccosukees, and Pioneer Era. There are currently 14 Educational Trunks in circulation. The Society's goal would be to add three new trunks each year. Trunks currently in development, 5th grade Holocaust Studies and Growin' Things: Agriculture in PBC.
- **Mobile History Application for Palm Beach County** – The Historical Society will develop and maintain a mobile history application that will provide residents & visitors with information on a variety of historical elements of Palm Beach County. This project will be scalable and will be implemented in phases. The 1st phase will entail highlighting all heritage organizations in PBC, provide information on approximately 54 State and Local Historical Markers located in PBC, provide information on historic districts & areas, provide information on Society events and exhibitions, link directly to Historical Society websites.
- **Traveling Exhibitions** – The Historical Society will curate at least one Traveling Exhibition annually which will travel to high traffic areas around Palm Beach County promoting the History Museum and Palm Beach County History. The Traveling Exhibition will support an aspect of the museum's Special Exhibition Gallery or one of the two Permanent Gallery's.
- **Historical Tabloids for 4th & 7th Grades** - In 2003, the HSPBC, School District of Palm Beach County, and the *Palm Beach Post* partnered to develop a Florida History curriculum for the 4th Grade. The tabloid is printed and delivered to all public elementary schools by the *Palm Beach Post*. The 4th grade tabloid has a circulation of approximately 13,000 students. The HSPBC provides these resources at no charge to the School District. The Society will continue to provide this service at no charge and commit to enhancing content and graphics on an annual basis. In 2005, the HSPBC, School District of Palm Beach County, the Palm Beach Post, and other historical organizations in the County partnered to develop a Palm Beach County History and Civics Program as part of a larger civics/social studies curriculum for 7th grade. The tabloid is printed and delivered to all public middle schools by the *Palm Beach Post*. The 7th grade tabloid has a circulation of approximately 12,000 students. The HSPBC provides these resources at no charge to the School District. The Society will continue to provide this valuable resource at no charge and commit to enhancing and content and graphics on an annual basis.
- **Palm Beach County History Institute** - The Palm Beach County History Institute provides in-depth coverage of Palm Beach County History – People and Places. The PBCHI provides attendees with content instruction in curriculum areas of social studies, math, science, language arts, geography, music, and art which can be integrated in classroom instruction. Teachers responsible for teaching Florida history will be introduced to local history which brings history alive and makes it more personal for the teacher and student. The partnering organizations fulfill the need of educating the community about local history, architecture, and culture through the institute as well as building relationships with partnering organizations, expanding their outreach into the community and developing relationships with new audiences. The

hands-on workshops are led by professional staff of the following organizations: Historical Society of Palm Beach County, Preservation Foundation of Palm Beach, Flagler Museum, Jupiter Inlet Lighthouse and Museum, S.D. Spady Cultural Heritage Museum, Morikami Museum and Japanese Gardens, Boca Raton Historical Society & Museum, Delray Beach Historical Society, and Yesteryear Village. During the week-long course teachers will visit and learn about a different area of Palm Beach County and travel each day to the participating location. Teachers who complete all requirements can receive up to 30 in-service points from the School District of Palm Beach County. Upon course completion teachers will receive a certificate of participation which will be presented on the last day of training.

THIRD AMENDMENT TO THIRD RESTATED AGREEMENT

THIS THIRD AMENDMENT TO THIRD RESTATED AGREEMENT (this "Third Amendment"), is made and entered into this _____ by and between PALM BEACH COUNTY, Florida, a political subdivision of the State of Florida ("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 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 entered into a First Amendment to the Third Restated Agreement dated October 5, 2010, (R2010-1540), 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; and

WHEREAS, on November 5, 2013, (R2013-1606), County conceptually approved Society's request to expand the Premises and abate the rent, subject to review of Society's plans for expenditure of the rental savings, which rent abatement was not included in the proposed Second Amendment to the Third Restated Agreement; and

WHEREAS, Society has further requested that the security deposit be reduced; and

WHEREAS, Society and County desire to replace the Second Amendment to the Third Restated Agreement and amend the Third Restated Agreement to allow Society to expand the Premises to include a custodial closet, abate the rent, reduce the security deposit, and add certain standard provisions to the agreement.

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, as amended.
2. Section 1.01 of the Third Restated Agreement is hereby modified to add the following:

The Leased Premises shall also include the custodial closet in the second floor female bathroom depicted on the floor plan attached hereto as Exhibit "A." Access to said closet shall be in strict compliance with the procedures therefor established from time to time by the County.

3. Article II of the Agreement is hereby modified to add a new Section 2.06 as follows:

Section 2.06 Rent Abatement. The Rent payable under Section 2.01 hereof shall be abated for the period of November 1, 2013 through October 31, 2018. It is understood that Society will use the monies which otherwise would have been payable as Rent for expansion of its program services. Within sixty (60) days of the date of this Third Amendment, Society shall prepare a description of the expansion of its programs and submit same to County. Thereafter, Society shall provide County with an annual report detailing how such monies were expended. County shall annually review said programs and expenditures and shall have the right, at its option and in its sole discretion, to terminate the rental abatement effective ninety (90) days after notice from County to Society.

4. Section 4.07 of the Third Restated Agreement is hereby deleted and replaced with the following:

Society shall assure and certify that it will comply with the Title VI of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, or disability with respect to any activity occurring on the Premises or conducted pursuant to this Lease. Society warrants that in the event the facilities constructed or operated upon the Premises are public facilities the same shall be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of the municipality in which the Premises are located.

5. Section 5.01 of the Third Restated Agreement is hereby modified to reduce the required Security Deposit to \$150,000 for such period of time as the Rent is abated pursuant to paragraph 3 of this Third Amendment.

6. Section 19.02(b) of the Third Restated Agreement is hereby modified to designate a new contact person for Society as follows:

Name: Jeremy W. Johnson, President & CEO,
Historical Society of Palm Beach County
Address: 300 N. Dixie Highway, Suite 371
Phone Number: (561) 832-4164 ext. 102
E-mail: jjohnson@historicalsocietypb.org

7. Article XIX of the Third Restated Agreement is hereby modified to add the following:

Section 19.24 No Third Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of County or employees of County or Society.

8. Except as specifically modified by this Third Amendment and the First 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 Third Amendment, the terms and conditions of this Third Amendment shall govern.
9. This Third Amendment shall become effective when signed by all 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 Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESS:



Witness Signature

Lori D Coffman
Print Name of Witness



Witness Signature

Shawn A. Bels
Print Name of Witness

ATTEST:

SHARON H. BOCK,
Clerk and Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

Assistant County Attorney

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

By: 

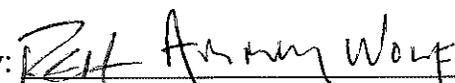
Jeremy W. Johnson, its President

(SEAL)
(corporation not for profit)

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

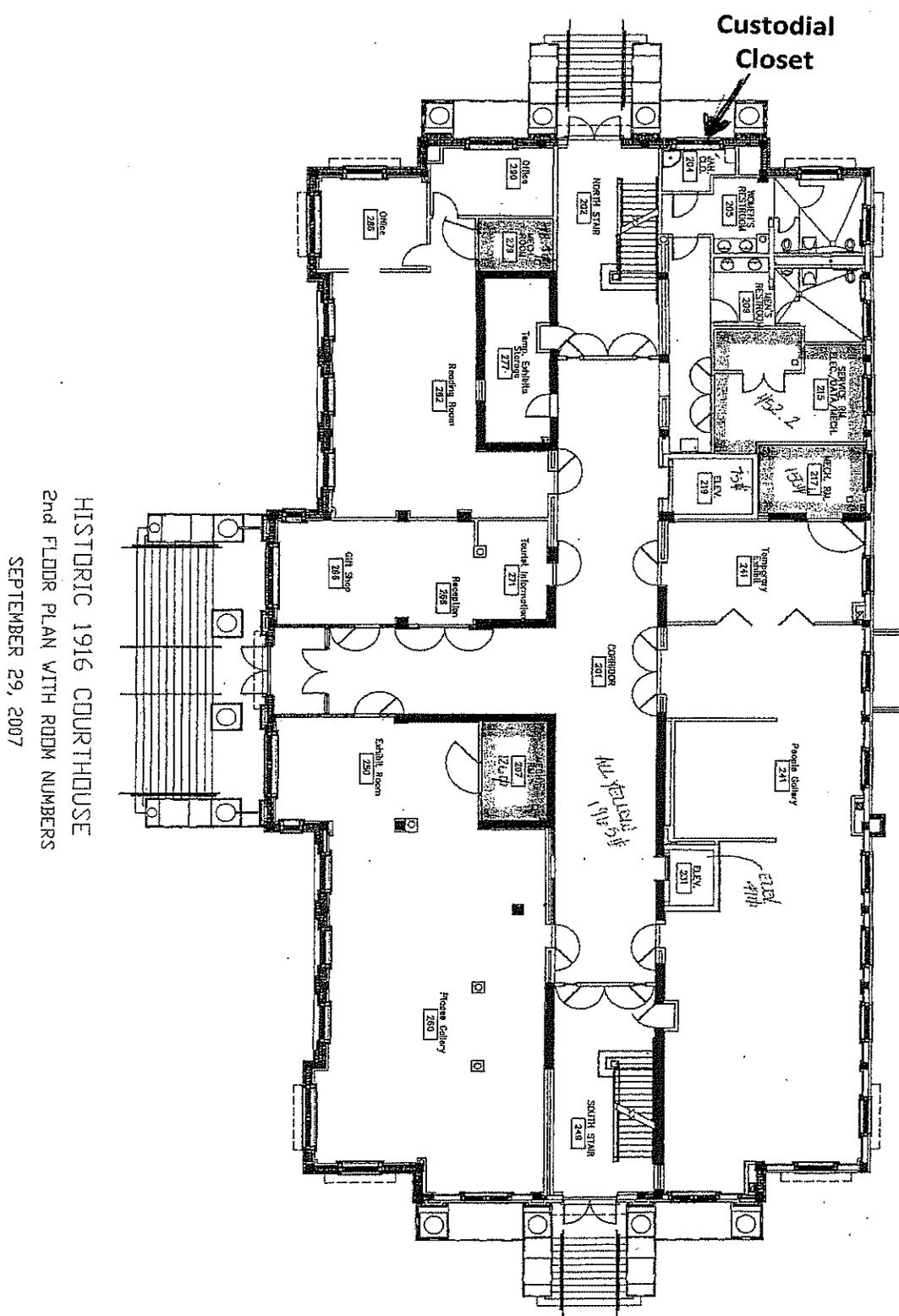
By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO ITS TERMS
AND CONDITIONS

By: 

Audrey Wolf, Director
Facilities Development & Operations

Exhibit "A"



HISTORIC 1916 COURTHOUSE
2nd FLOOR PLAN WITH ROOM NUMBERS
SEPTEMBER 29, 2007