

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	June 18, 2019	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Amended and Restated License Agreement with the Genealogical Society of Palm Beach County, Inc., a not for profit 501(c)(3) education organization, for the continued use of space within the Main Library, located at 3650 Summit Boulevard, West Palm Beach, commencing on July 10, 2019, with automatic renewals on a year to year basis unless terminated by either party upon 180 days notice, at a service fee rate of \$200 per month.

Summary: In 2007, the Board approved a License Agreement (R2007-1103) with the Genealogical Society of Palm Beach County, Inc., for use of 1,719 SF of space in the County's Main Library for storage and display for research materials, as well as free instruction in genealogical research to the public. On June 16, 2009, the Board approved the First Amendment to License Agreement (R2009-0991) which acknowledged the correct square footage as 1,719 SF and provided automatic annual renewals. The current term will expire on July 9, 2019. This Amended and Restated License Agreement will: i) replace the existing License Agreement; ii) commence on July 10, 2019, and extend through July 9, 2020, with automatic annual renewals thereafter, unless cancelled by either party upon 180 days notice; iii) increase the monthly service fee for utilities and custodial costs to \$200, with five percent (5%) annual increases; and iv) update various standard County provisions. The Library Department will have administrative responsibility for this Amended and Restated License Agreement. **(PREM) District 2**
(HJF)

Background and Justification: On July 10, 2007, the Board approved a License Agreement (R2007-1103) with the Genealogical Society of Palm Beach County, Inc. for a period of two (2) years with three (3) extensions of one (1) year each. The First Amendment to License Agreement (R2009-0991) dated June 16, 2009, exercised the first extension option and extended the term of the License Agreement for one (1) year with automatic annual renewals, unless cancelled by either party upon 180 days' notice. The First Amendment also acknowledged the correct square footage as 1,719; modified the non-discrimination provision; and updated the notice provision. This Amended and Restated License Agreement replaces the current License Agreement; commences on July 10, 2019; and automatically renews on an annual basis unless cancelled by either party upon 180 days notice. The monthly service fee is increased from \$150 to \$200 with five percent (5%) annual increases. The Genealogical Society of Palm Beach County, Inc., is a not for profit 501(c)(3) education organization and has provided the Disclosure of Beneficial Interests attached hereto as Attachment No. 4.

Attachments:

1. Location Map
2. Amended and Restated License Agreement
3. Budget Availability Statement
4. Disclosure of Beneficial Interests

Recommended By:

Department Director

Date _____

Approved By:

County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$547)	(\$2,434)	(\$2,556)	(\$2,684)	(\$2,818)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$547)	(\$2,434)	(\$2,556)	(\$2,684)	(\$2,818)
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes ☒ No _____

Does this item include the use of federal funds? Yes _____ No ☒

Budget Account No: Fund 1180 Dept 800 Unit 8000 Object 6999
Program _____

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

The Amended and Restated License Agreement will commence on July 10, 2019. The monthly service fee is \$200.00 which increases 5% annually. Any fraction of month will be calculated based on a 30 day month and paid on a per diem basis.

Fixed Asset Number _____

C. Departmental Fiscal Review: Kon Sles

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 5/22/19
OFMB ASD
5/29
5/28
BR 5/29
[Signature] 6/17/19
Contract Development and Control
6/14/19

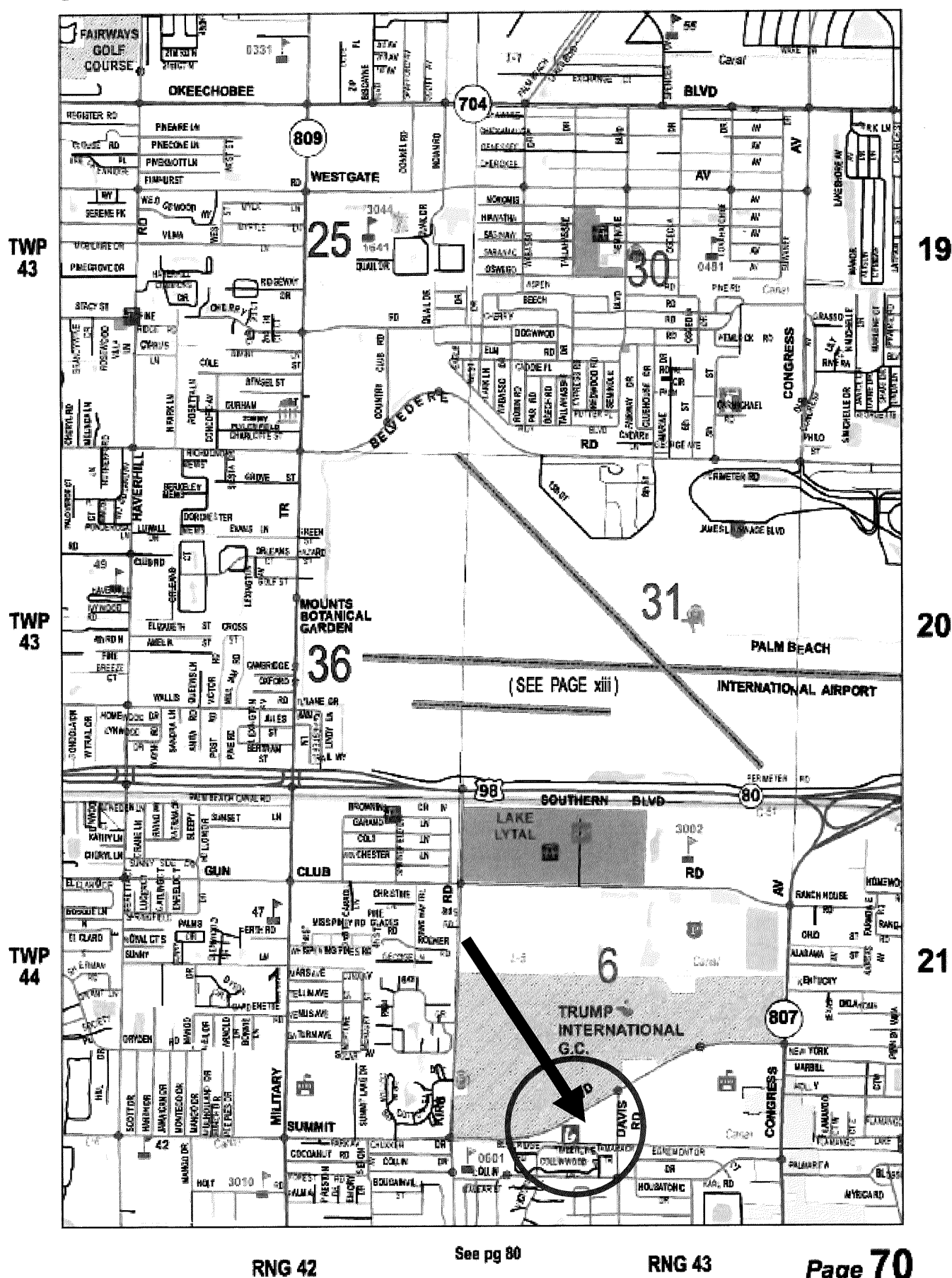
B. Legal Sufficiency:

[Signature] 6/11/19
Assistant County Attorney

C. Other Department Review:

Department Director

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



**AMENDED AND RESTATED LICENSE AGREEMENT
FOR USE OF COUNTY-OWNED PROPERTY**

This Amended and Restated License Agreement is made and entered into on _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, 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 Licensee entered into that certain License Agreement dated July 10, 2007 (R2007-1103), as amended June 16, 2009 (R2009-0991), (the "Agreement") for use of the Premises of the Main Library, located at 3650 Summit Boulevard, West Palm Beach, FL, as defined in the Agreement; and

WHEREAS, County wishes to increase the monthly service fee for utilities and custodial costs to \$200.00 per month to reflect the current costs the Main Library is incurring; and

WHEREAS, County further wishes to incorporate into the Agreement certain language required by County; and

WHEREAS, County and Licensee agree to terminate and replace License Agreement R2007-1103 with this Amended and Restated License Agreement ("License Agreement").

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby permits Licensee to use the Premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

1. Premises

The Premises, for the purpose of this License Agreement, consists of approximately 1,719 square feet of space in the northeast corner of the lower level of the Main Library as depicted on Exhibit "A" attached hereto and made a part hereof. The Licensee accepts the Premises in its "as is" condition. The County is in no way representing that the Premises is suitable for the Licensee's use and Licensee hereby accepts all risk relating to the use of the Premises.

Licensee shall use the Premises solely and exclusively for the storage and display of its research materials and use of the research materials by the public, and for meetings and seminars. Licensee shall not use, permit or suffer the use of the Premises for any other purpose whatsoever by any person(s), group(s), or entity, or business without prior written consent of the Director of Facilities Development & Operations, or her designee. Licensee

shall be entitled to use the Premises only during the scheduled business hours of the Main Library. The use of the Premises by Licensee shall not interfere with County's use or operation of the Premises.

Licensee shall immediately report to a County representative any condition or activity on the Premises which poses a risk to persons or property. If directed by the County, Licensee shall postpone its activity until the County notifies the Licensee that it is safe to resume the activity.

2. **Licensee's Work**

No improvements, alterations or additions to the Premises shall be performed by the Licensee. The Licensee shall fund the purchase and installation of all communications equipment (telephone and data), furniture, non-fixed fixtures and other equipment necessary to operate on the Premises. Licensee shall coordinate with the Director of the Palm Beach County Library System on the installation of communications equipment which shall be separate from and in no way conflict with the Library's communication equipment. The Licensee shall be responsible for securing any permits required for the installation of the communications equipment including cable installation. In the event that the installation of the communications equipment requires dedicated or additional electrical circuits (beyond those already existing in the Premises) to be installed, the Licensee shall pay the County to perform the electrical work.

3. **Length of Term and Commencement Date**

This License Agreement shall commence upon execution by both parties (the "Commencement Date"). The term of this License Agreement shall commence on July 10, 2019, 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 License Agreement in accordance with paragraph 5 herein.

4. **License Fee**

Licensee shall pay County a monthly service fee of \$200.00 for utilities and custodial costs associated with the Premises, together with all applicable sales taxes thereon, on the first day of each month, in advance, without any prior demand therefor. On each anniversary date of the Commencement Date of this License Agreement or any extension thereof, the monthly service fee shall be adjusted by multiplying the then current monthly service fee by one hundred and five percent (105%).

If the License Agreement commences on a day other than the first day of the month, Licensee shall pay the service fee from the commencement date to the first day of the following month on a per diem basis (calculated on the basis of a thirty (30) day month, payable in advance on the commencement date of the License Agreement. Any service fee payments hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis. Payments shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, FL 33402.

5. **Termination**

Notwithstanding anything to the contrary contained herein, the rights granted to Licensee hereunder amount only to a license to use the Premises, which license is expressly revocable by County for any reason whatsoever. Either party may terminate this License Agreement at any time upon one hundred eighty (180) days written notice to the other party, whereupon this License Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Notwithstanding such termination, Licensee shall remain obligated to surrender and restore the Premises as required by this License Agreement and for any obligations arising prior to such termination. County shall have no obligation whatsoever to provide replacement space.

6. **Waste or Nuisance**

Licensee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises. Licensee shall keep the access to the Premises, the parking areas, driveways and other contiguous areas to the Premises free and clear of obstruction.

7. **Governmental Regulations**

Licensee shall, at Licensee's sole cost and expense, secure any required permits and comply with all regulations of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Licensee or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all applicable association/governing body rules and regulations pertaining to the Licensee's use of the Premises. This obligation shall include compliance with the requirements of the American with Disabilities Act. Licensee shall not store or dispose any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents, including any petroleum products, used or produced in Licensee's activity, on the Premises or in any manner not permitted by law. Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. Licensee's indemnification obligations set forth in the foregoing shall survive termination or expiration of this License Agreement.

8. **Non-Discrimination**

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Licensee warrants and represents that throughout the term of the License Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial

status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the License Agreement.

9. **Surrender of Premises**

Upon expiration or termination of this License Agreement, Licensee, at its sole cost and expense, shall remove all of its personal property and equipment from the Premises and shall surrender the Premises to the County in at least the same condition the Premises were in as of the date of this License Agreement, reasonable wear and tear excepted.

10. **Maintenance and Repair**

Licensee has no responsibility for maintenance of the Premises, except for maintenance and repair of Licensee's property associated with its intended purpose. Upon expiration or earlier termination of this License Agreement, Licensee shall deliver the Premises to County in good repair and condition as specified herein. County shall conduct all maintenance or repairs to the Premises. In the event that Licensee damages the Premises, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so. Licensee agrees to adopt and enforce any reasonable operational rules and regulations necessary to assist the County in carrying out its maintenance responsibilities pursuant to this Section.

11. **County's Right to Enter**

County shall have the right to enter the Premises at any time necessary, without notice, to perform its responsibilities pursuant to this License and for purposes of inspection of the Premises generally. The County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Premises; provided, however the County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County work activity must take place within the Licensee's operating hours and will disrupt or interfere with the Licensee's operation, the County's designee will provide 48 hours notice to the Licensee.

12. **Indemnification of County**

To the extent permitted by law, Licensee shall indemnify, defend and save County, its agents, officers, and employees harmless from and against any and all claims, actions, damages, liability and expense, whether at trial or appellate level or otherwise, in connection with loss of life, personal injury and/or damage to or destruction of property arising from or out of the occupancy or use by Licensee of the Premises or any part thereof; or any act, error or omission of Licensee, its agents, contractors, employees, volunteers or invitees. In case County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County, its agents, officers, and employees harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, whether at trial or appellate level or otherwise. This Section shall survive termination or expiration of this License Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes.

13. **Insurance**

Licensee shall, during the entire Term hereof, keep in full force and effect General Liability Insurance in an amount not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage liability and Workers Compensation insurance covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises - Operations, Contractual and Product Liability, Independent Contractors, Contractual Liability and Personal Injury, and Broad Form Property Damage Liability coverages.

Licensee shall add the County to the commercial general liability as an “additional insured” with a CG 2026 Additional Insured-Designated Person or Organization endorsement or similar endorsement. The additional insured endorsement shall read “Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department”. The additional insured endorsement shall provide coverage on a primary basis. Such insurance shall be with an insurance company licensed to do business in the State of Florida and subject to the approval of the County's Risk Management Department.

Licensee shall also name the County as a Certificate Holder. The Certificate Holder shall read “Palm Beach County Board of County Commissioners, c/o FDO, 2633 Vista Parkway, West Palm Beach, Florida 33411-5603”.

A Certificate of Insurance evidencing such insurance coverage shall be provided to the County at least fifteen (15) days prior to the Commencement Date, such Certificate indicating at least ten (10) days prior notice of cancellation or adverse material change in coverage.

In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee under this License Agreement. In the event that Licensee shall fail to obtain and maintain in full force and effect any insurance coverage required to be obtained by Licensee under this License Agreement, County shall have the right of injunction, or County may immediately terminate this License Agreement, notwithstanding any provisions herein to the contrary. Notwithstanding the foregoing, Licensee shall and does nevertheless indemnify, defend and hold County harmless from any loss or damage incurred or suffered by County from Licensee's failure to maintain such insurance.

In the event of loss or damage to the Premises and/or any of Licensee's improvements, the Licensee shall look solely to any insurance in its favor without making any claim against the County, and the Licensee shall obtain and deliver to the County, from the insurer under each policy of such insurance, an agreement whereby such insurer waives subrogation of any claim against the County for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all such insured claims against the County.

14. **Utilities**

The County shall be solely responsible for, and promptly pay to the utility or other provider of such service, all charges and assessments for water, gas, electricity, trash collection and

removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any utilities to the Premises.

Licensee shall be solely responsible for and directly and promptly pay all charges and assessments associated with its telephone and internet services.

15. **Subcontracting**

The Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement.

16. **Entire Agreement**

This License Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee. All representations, either oral or written, shall be deemed to be merged into this License Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this License Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

17. **Notices**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

FDO Business & Community Agreements Manager
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 233-0206

with a copy to:

Palm Beach County
Attn: County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401
Fax: (561) 355-6461

(b) If to the Licensee at:

Genealogical Society of Palm Beach County, Inc.
Attn: President
P.O. Box 17617
West Palm Beach, FL 33416

Either party hereto may change the address for service of Notices required or permitted hereunder upon three (3) days' prior written notice to the other party.

18. **Severability**

If any term or provision of this License Agreement shall be held invalid or unenforceable, the remainder of this License Agreement shall not be affected and every other term and provision of this License Agreement shall be deemed valid and enforceable to the extent permitted by law.

19. **WAIVER OF JURY TRIAL**

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LICENSE AGREEMENT.

20. **Governing Law and Venue**

This License Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.

21. **Recording**

Licensee shall not record this License Agreement, or any memorandum or short form thereof in the public records of Palm Beach County. Any such recording shall constitute a default hereunder and shall result in immediate termination of this License Agreement.

22. **Time of Essence**

Time is of the essence with respect to the performance of every provision of this License Agreement in which time of performance is a factor.

23. **Palm Beach County Office of the Inspector General**

Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past,

present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

24. **No Third Party Beneficiary**

No provision of this License Agreement 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 License Agreement, including but not limited to any citizen or employees of the County and/or Licensee.

25. **Criminal History Records Check**

The Licensee, Licensee's employees, subcontractors of Licensee and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The Licensee is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Licensee acknowledges any and all direct or indirect costs associated with compliance with this Ordinance, including the applicable FDLE/FBI fees, shall be paid by the Licensee. This License Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. County staff representing the County department will contact the Licensee and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Licensee shall make a good faith effort to collect the badges of its employees and its subcontractors' employees upon conclusion of this License Agreement and return them to the County. If the Licensee or its subcontractor(s) terminates an employee who has been issued a badge, the Licensee must notify the County within two (2) hours. At the time of termination, the Licensee shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the Licensee if the Licensee 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the County regarding a terminated Licensee employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

26. **Good Standing**

Licensee shall at all times during the term of this License Agreement remain in good corporate standing as a not for profit corporation with the Florida Secretary of State.

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

WITNESS:

Mary Paulette Vick
Witness Signature

Mary Paulette Vick
Print Witness Name

Alicia Garrow
Witness Signature

Alicia Garrow
Print Witness Name

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

LICENSEE:

**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**

By: Walter Holmes
Walter Holmes, President

Seal (not for profit)



Isabel Quezada
PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Mack Bernard, Mayor

APPROVED AS TO TERMS AND
AND CONDITIONS

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

EXHIBIT "A"
PREMISES
Genealogy Library space

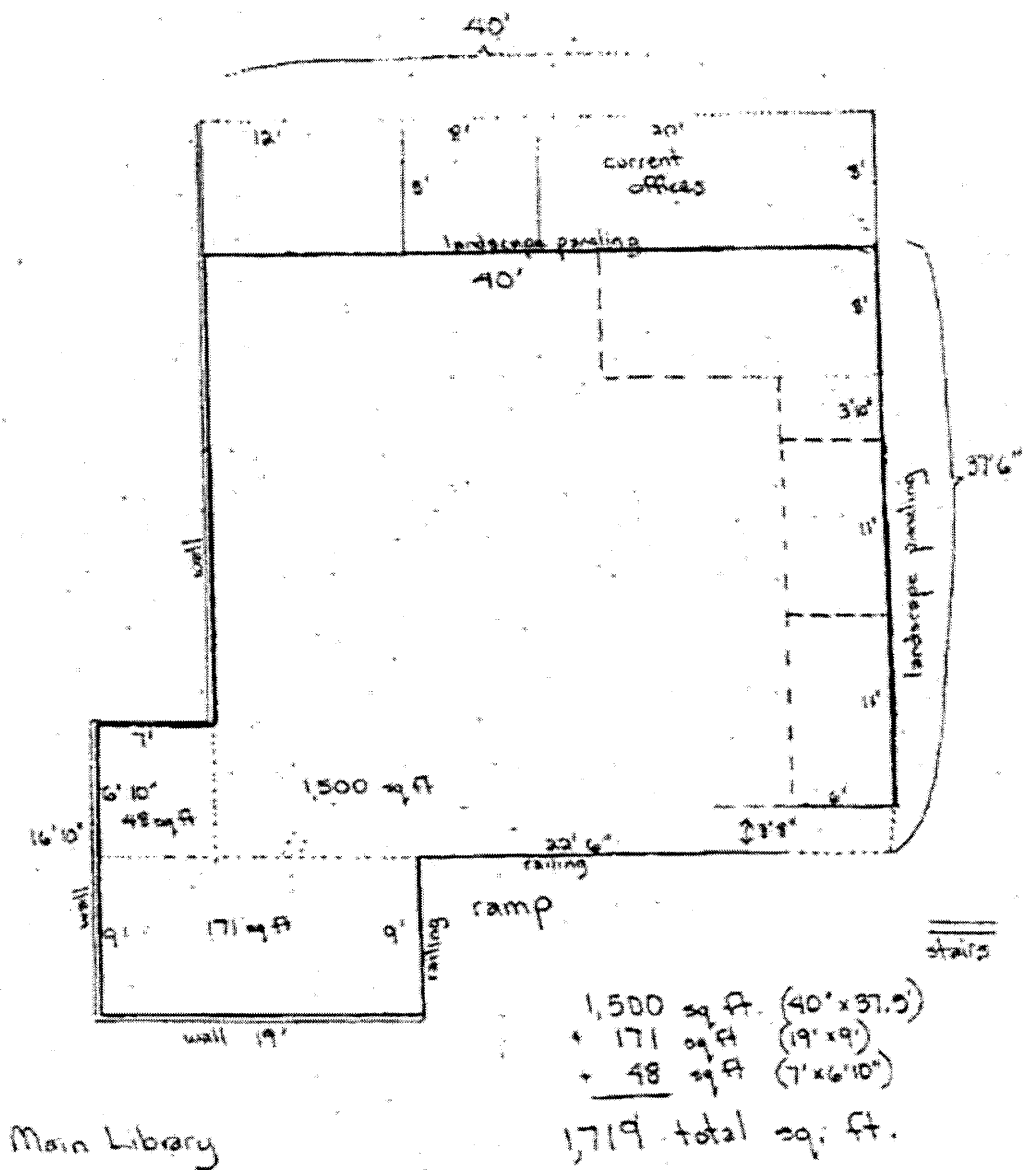
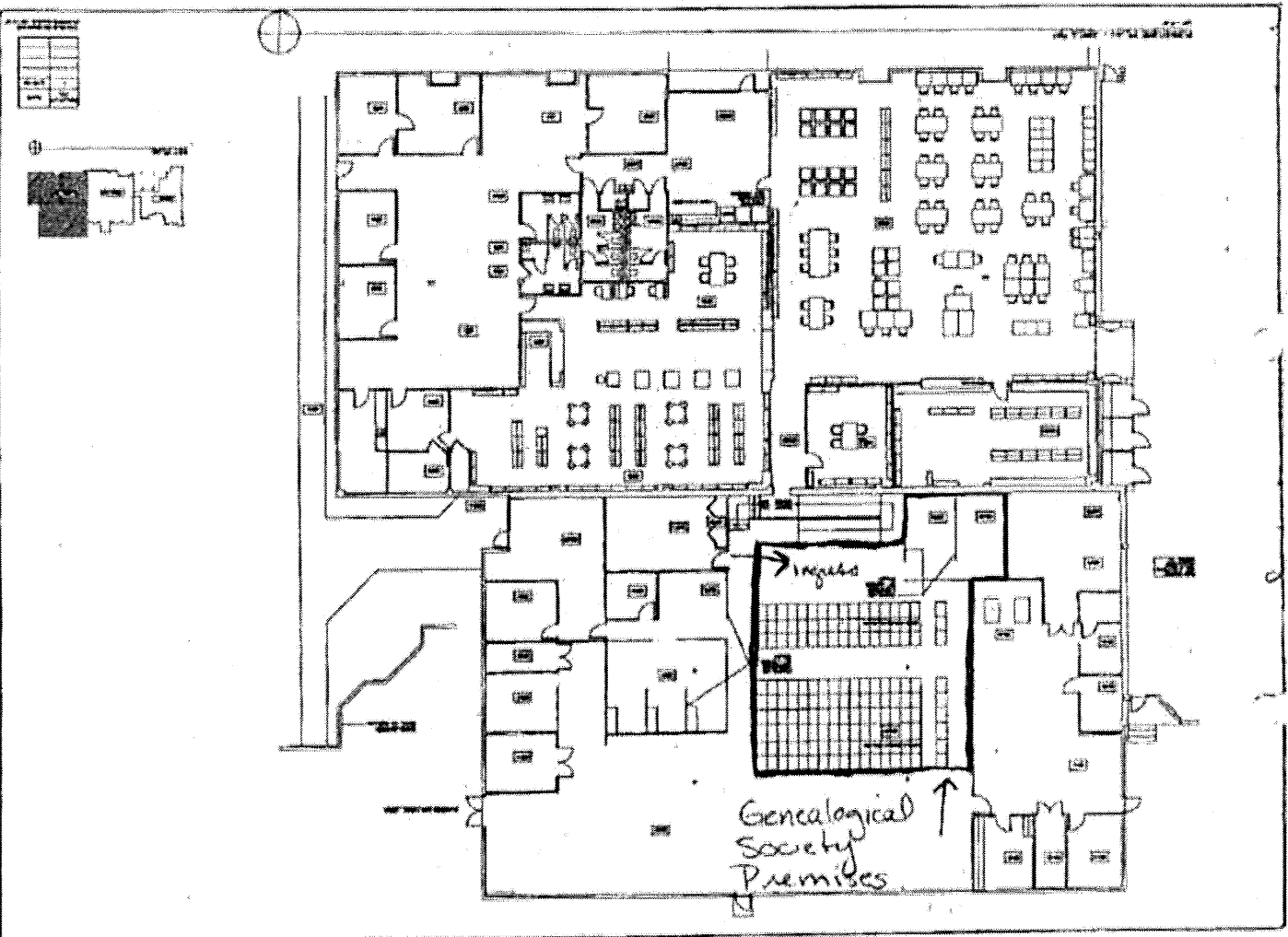


EXHIBIT "A"
PREMISES



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 03/11/19 REQUESTED BY: Della M. Lowery

PHONE: (561) 233-0239

FAX: (561) 233-0210

PROJECT TITLE: Genealogical Society of PBC, Inc. - License Agreement

PROJECT NO.:2019-8.002

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(\$547)</u>	<u>(\$2,434)</u>	<u>(\$2,556)</u>	<u>(\$2,684)</u>	<u>(\$2,818)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$547)</u>	<u>(\$2,434)</u>	<u>(\$2,556)</u>	<u>(\$2,684)</u>	<u>(\$2,818)</u>
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

**** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.**

BUDGET ACCOUNT NUMBER

FUND: 1180 DEPT: 800 UNIT: 8000 OBJ: 6999 SUB OBJ: _____

IS ITEM INCLUDED IN CURRENT BUDGET: YES ✓ NO _____

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- ☐ Ad Valorem (source/type: _____)
- ☐ Non-Ad Valorem (source/type: _____)
- ☐ Grant (source/type: _____)
- ☐ Park Improvement Fund (source/type: _____)
- ☐ General Fund ☒ Operating Budget ☐ Federal/Davis Bacon
- ☐ _____ ☐ _____ ☐ _____

SUBJECT TO IG FEE? ☐ YES ☒ NO

Department: Library System

BAS APPROVED BY: Alicia Garrow DATE: 04/16/19

ENCUMBRANCE NUMBER: _____

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 Walter Holmes, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the **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, (the "Licensee") of 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").

2. Affiant's address is: 3650 Summit Blvd.
West Palm Beach, FL 33406

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Licensee and the percentage interest of each such person or entity.

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.

5. 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 lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

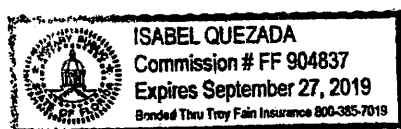
Walter W. Holmes, Affiant

Print Affiant Name: Walter W. Holmes

The foregoing instrument was sworn to, subscribed and acknowledged before me this 20 day of MAY, 2019, by Walter Holmes [X] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Isabel Quezada
Notary Public

Isabel Quezada
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large
My Commission Expires: _____

LICENSED SPACE

Hand-drawn floor plan of a building. The plan shows a main rectangular area with a smaller rectangular extension on the left side. The main area is labeled "1,500 sq ft" and has a width of "40'". The extension is labeled "171 sq ft" and has a width of "19'". The total area is calculated as "1,500 sq ft. (40' x 37.5') + 171 sq ft. (19' x 9')". The plan also shows "current offices" in the top right corner, "landscape paneling" along the top and right walls, and a "ramp" on the left side. Dimensions for the extension include "16'10\"", "7'", "6'10\"", "48 sq ft", "9'", "171 sq ft", "9'", "19'", and "16'10\"". Dimensions for the main area include "40'", "37'6\"", "3'10\"", "11'", "11'", "6'", "3'8\"", "22'6\"", "railing", "ramp", "railing", "wall", "wall", "stairs", and "1,500 sq ft.".

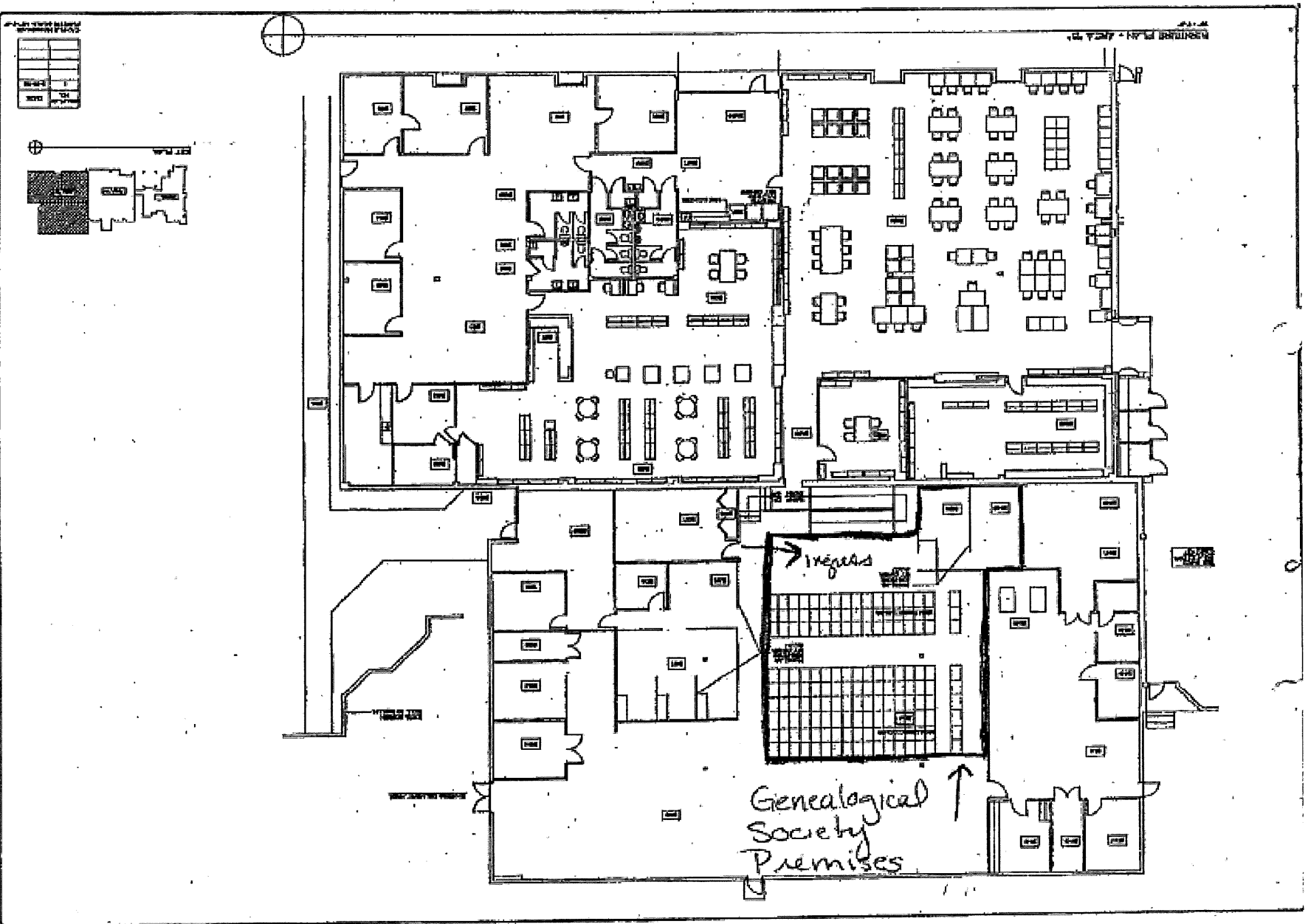
Main Library

1,500 sq. ft. (40' x 37.5')
+ 171 sq. ft. (19' x 9')
+ 48 sq. ft. (7' x 6'10")

1,719 total sq. ft.

EXHIBIT "A"

LICENSED SPACE



BB216-A
of
sheet

1 of 2
pages

1

CENTRAL LIBRARY
EXPANSION AND RENOVATION



PALM BEACH COUNTY
FACILITIES PLANNING, DESIGN & CONSTRUCTION
architectural division
1001 N. Palm Beach, Suite 400
(407) 834-0300

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Owner/Buyer/Tenant-as appropriate is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. *Owner/Buyer/Tenant* must identify individual owners. If, by way of example, *Owner/Buyer/Tenant* is wholly or partially owned by another entity, such as a corporation, *Owner/Buyer/Tenant* must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

[illegible]