

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 6, 2025	<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

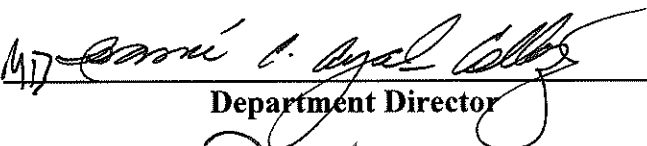

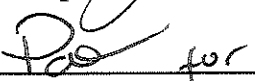
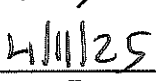
Motion and Title: Staff recommends motion to approve:

- A) a First Amendment to the Agreement with Community Foundation for Palm Beach and Martin Counties, Inc. (Community Foundation) (R2024-0660) for the development and planning of the Palm Beach County African American Museum and Research Library (“Museum”), providing a time extension to identify two (2) community representatives to be appointed to the Museum’s Board of Directors and acknowledging that the first Board of Directors meeting was delayed;
- B) a First Amendment to the Agreement with Community Foundation (R2024-0659) for the development and planning of the Palm Beach County Multicultural Resources Center and Museum (Multicultural Center), providing a time extension to identify all proposed appointees to the Multicultural Center’s Board of Directors and to hold the first Board of Directors meeting; and
- C) staff’s recommendation to site the Multicultural Center at a future approximately 2.15-acre civic site (Parcel Control Number 00-42-44-273-8003-0000) located on S Jog Road, unincorporated Lake Worth.

Summary: On June 4, 2024, the County entered into Agreements with Community Foundation for the planning and development of the Museum and the Multicultural Center. Community Foundation was required to identify all proposed appointees to the Board of Directors of the support organizations for both the Museum and the Multicultural Center and hold the first meeting of the Board of Directors for each corresponding support organization within a certain number of days after the Agreements were executed. In regard to the Museum, the first meeting of the Board of Directors took place a couple days after the date set forth in the original Agreement due to, among other issues, the emergency weather conditions that affected Palm Beach County in the Fall of 2024. In addition, Community Foundation has requested additional time to identify, through upcoming community outreach efforts, two (2) community representatives to serve on the Museum’s Board of Directors. In regard to the Multicultural Center, Community Foundation seeks to extend the dates to identify all appointees to the Board of Directors and to hold the first meeting of the Board of Directors to allow more time for it to engage with County staff and District 3 Commissioner’s Office to refine the initial space and services programming and incorporate insights from the recently elected District 3 Commissioner. Staff has no objection to either extension request. Pursuant to the development order (R2019-0907) for the Altis Lake PUD, the County will receive an approximately 2.15-acre civic site. Staff is actively engaged with the developer of the Altis Lake PUD working towards the conveyance of the civic site and expects the process to be completed in the coming months. Approval by the Board of County Commissioners (BCC) of the proposed siting for the Multicultural Center, will facilitate Community Foundation’s fundraising efforts. **(FDO Admin) Districts 3 & 7/Countywide (MWJ)**

Background & Justification: The Museum and Multicultural Center agreements provided a county contribution to initiate development, planning and fundraising efforts toward implementation of the Museum and Multicultural Center initiatives. Both facilities will provide cultural and educational information to residents and visitors.

- Attachments:**
- 1. Location Map Museum
 - 2. Location Map Proposed Location Multicultural Center
 - 3. Museum First Amendment
 - 4. Multicultural Center First Amendment

Recommended By:		
	Department Director	Date
Approved By:		
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

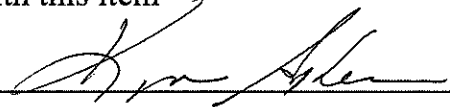
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u> * </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
		Yes	<u> X </u>	No	_____
Is Item Included in Current Budget:					
Is this item using Federal Funds?		Yes	_____	No	<u> X </u>
Is this item using State Funds?		Yes	_____	No	<u> X </u>

Budget Account No: Fund 1164 Dept. 760 Unit 212C Object 8201
Fund 1164 Dept. 760 Unit 212B Object 8201

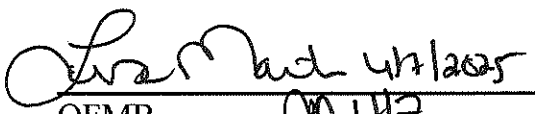
B. Recommended Sources of Funds/Summary of Fiscal Impact:


*There is no fiscal impact associated with this item

C. Departmental Fiscal Review: 

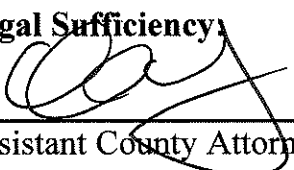
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development & Control Comments:

 4/7/2025
OFMB
JA 4/7
EW 4.7.25

 4/8/25
Contract Development and Control
76 4.8.25

B. Legal Sufficiency:

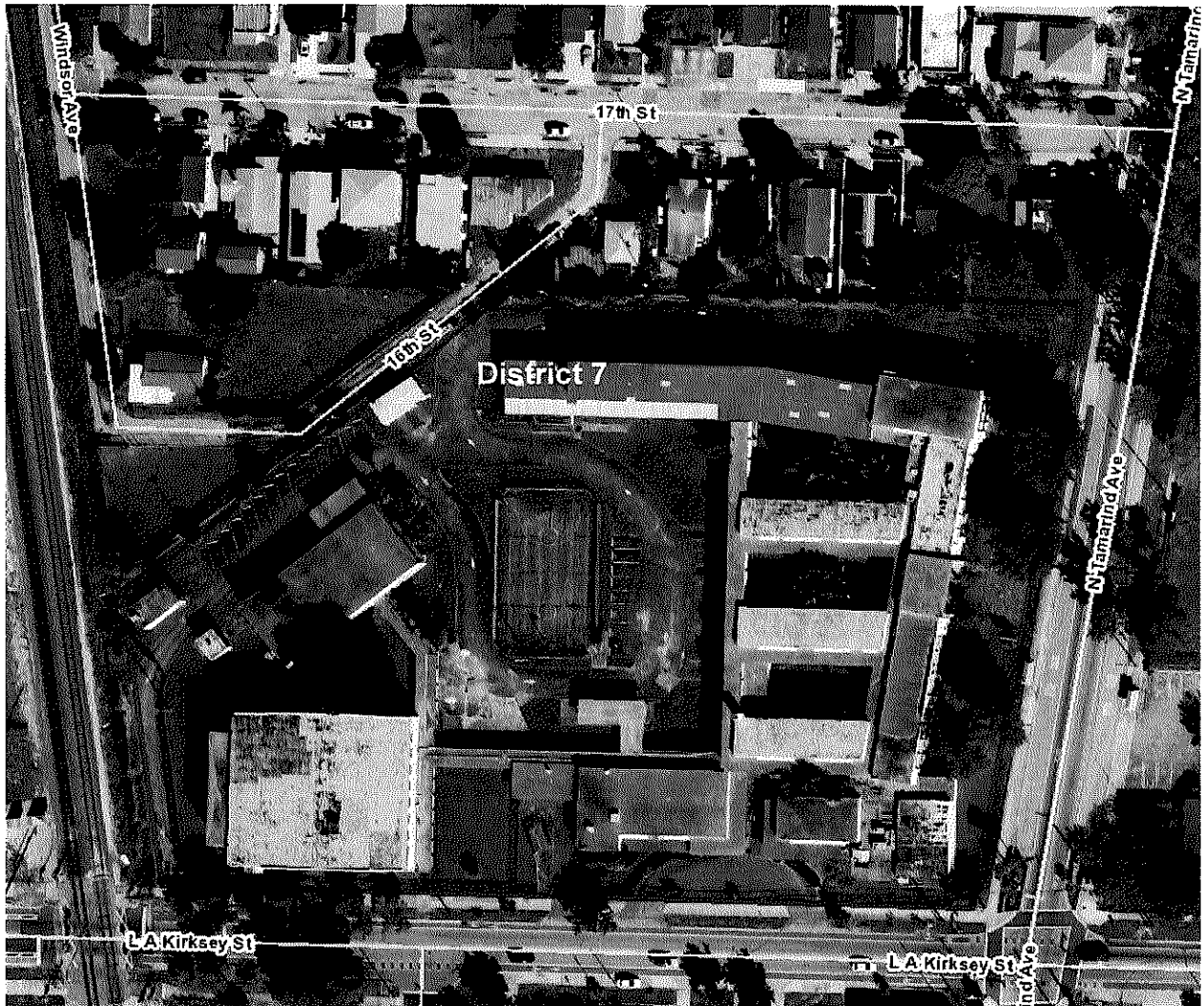
 4/10/25
Assistant County Attorney

C. Other Department Review:

Department Director

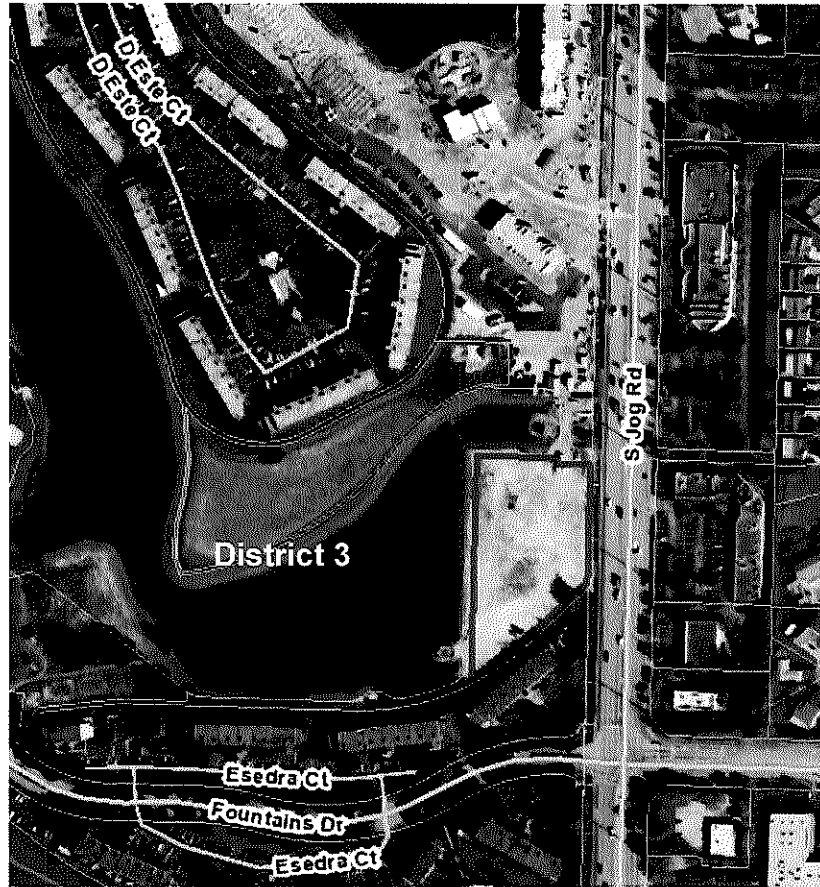
This summary is not to be used as a basis for payment.

ATTACHMENT 1
Location Map Museum



ATTACHMENT 2

Location Map Proposed Location Multicultural Center



FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT to Agreement R2024-0660 (Agreement) is made and entered into this 6th day of May, 2025, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (County) and THE COMMUNITY FOUNDATION FOR PALM BEACH AND MARTIN COUNTIES, INC., a Florida non-profit corporation organized under Chapter 617, Florida Statutes (Community Foundation); collectively the "Parties".

WITNESSETH

WHEREAS, on June 4, 2024, the Parties entered into the Agreement for the planning and development of a Palm Beach County African American Museum and Research Library (Museum); and

WHEREAS, the Museum will be located at the former Roosevelt Full Service Center (Roosevelt Center), owned by the Palm Beach County School District (School District); and

WHEREAS, Phase 2 of the Roosevelt Center renovation project, which is to be implemented by the School District, includes construction of a new 20,000 sq. ft. 2-story building to house the Museum; and

WHEREAS, the scope of work for Phase 2 of the Roosevelt Center renovation project being implemented by the School District will be limited to shell construction, with design and construction of the interior buildout to be undertaken as a separate construction effort not funded nor lead by the School District; and

WHEREAS, Community Foundation is to establish a not for profit corporation under Chapter 617, Florida Statutes, that will ultimately oversee the planning, development and operations of the Museum (inclusive of fundraising efforts), and the Community Foundation is to seek tax exempt status for this new corporation as a supporting organization (Supporting Organization) of the Community Foundation, as provided for in Section 509(a)(3) of the Internal Revenue Services ("IRS") regulations; and

WHEREAS, Community Foundation proceeded as required under Agreement and identified all appointees to the Board of Directors of the Museum however, the first meeting of the Board of Directors occurred later than planned as some potential appointees requested additional time to consider the nomination; and

WHEREAS, the first meeting of the Board of Directors was further delayed due to rescheduling necessary as a result of emergency weather conditions that affected the Palm Beach County area; and

WHEREAS, the first meeting of the Board of Directors took place on October 4, 2024 whilst the Agreement called for it to be held no later than October 2, 2024; and

WHEREAS, Community Foundation has identified all appointees to the Board of Directors minus two (2) community representatives which it expects to identify through the community outreach and focus groups efforts which are forthcoming; and

WHEREAS, Community Foundation has requested a time extension to identify the pending appointees to the Board of Directors of the Supporting Organization; and

WHEREAS, County agrees that the additional time will allow for the Community Foundation to further share community feedback with prospective Board members and to provide prospective Board members with additional context regarding the strategic vision for the Museum and its operational plan.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

- 1. **Recitals.** The Parties affirm and incorporate the recitals set forth above.
- 2. **Section 2.8.5.** Section 2.8.5 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 2.8.5 Board of Directors.

Within three hundred (330) calendar days of the Effective Date, Community Foundation will have identified all proposed appointees to the Board of Directors. The first meeting of the Board of Directors will occur within one hundred and thirty (130) calendar days after the Effective Date. At the first meeting of the Board of Directors, Community Foundation shall advise the Board of Directors that amongst the most pressing matters that must be addressed is the selection of a design consultant to assist in the programming and design efforts for the interior of the Museum. To ensure adequate coordination with the design efforts for Phase 2 being undertaken by the School District, it is expected that the Supporting Organization will have the design consultant for the Museum under contract by January 2025.

- 3. **Confirmation.** Except as specifically modified above, the terms and conditions of the Agreement are hereby confirmed and remain in full force and effect.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, County and Community Foundation have made and executed this First Amendment as of the day and year first above written.

ATTEST:
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

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

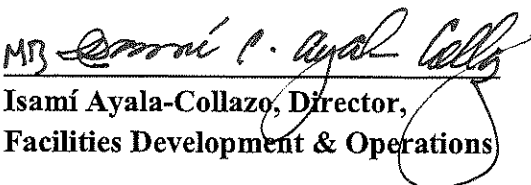
By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

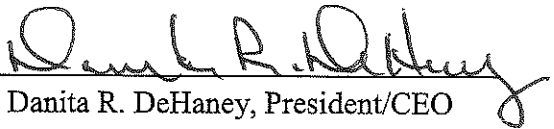
By:  _____
Isami Ayala-Collazo, Director,
Facilities Development & Operations

WITNESS:

By: 
Witness Signature

Katie Brutus
Print/Witness Name

**COMMUNITY FOUNDATION:
COMMUNITY FOUNDATION FOR PALM
BEACH AND MARTIN COUNTIES, INC.**

By: 
Danita R. DeHaney, President/CEO

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT to Agreement R2024-0659 (Agreement) is made and entered into this 4th day of May, 2025, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (County) and THE COMMUNITY FOUNDATION FOR PALM BEACH AND MARTIN COUNTIES, INC., a Florida non-profit corporation organized under Chapter 617, Florida Statutes (Community Foundation); collectively the “Parties”.

WITNESSETH

WHEREAS, on June 4, 2024, the Parties entered into the Agreement for the planning and development of the Palm Beach County Multicultural Resources Center and museum (Multicultural Center); and

WHEREAS, the Multicultural Center will be located within the County’s jurisdiction, preferably within the geographic limits of County Commission District 3; and

WHEREAS, Community Foundation is to establish a not for profit corporation under Chapter 617, Florida Statutes, that will ultimately oversee the planning, development and operations of the Multicultural Center (inclusive of fundraising efforts), and the Community Foundation is to seek tax exempt status for this new corporation as a supporting organization (Supporting Organization) of the Community Foundation, as provided for in Section 509(a)(3) of the Internal Revenue Services (“IRS”) regulations; and

WHEREAS, Community Foundation is actively engaged with County staff and the District Commissioner’s Office in the process of refining the initial space and services programing for the Multicultural Center; and

WHEREAS, having a well-defined scope is an essential step for Community Foundation in order to identify all proposed appointees to the Board of Directors of the Supporting Organization and hold the first Board of Directors meeting; and

WHEREAS, County agrees that the additional time will allow for the Community Foundation to incorporate insights from the recently elected Commissioner of District 3 and to identify and recruit board members that align with the strategic vision for the Multicultural Center.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. **Recitals.** The Parties affirm and incorporate the recitals set forth above.

2. **Section 2.8.5.** Section 2.8.5 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 2.8.5 Board of Directors.

Within three hundred and sixty (360) calendar days of the Effective Date, Community Foundation will have identified all proposed appointees to the Board of Directors. The first meeting of the Board of Directors will occur within three hundred and ninety (390) calendar days after the Effective Date.

3. **Confirmation.** Except as specifically modified above, the terms and conditions of the Agreement are hereby confirmed and remain in full force and effect.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, County and Community Foundation have made and executed this First Amendment as of the day and year first above written.

ATTEST:
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

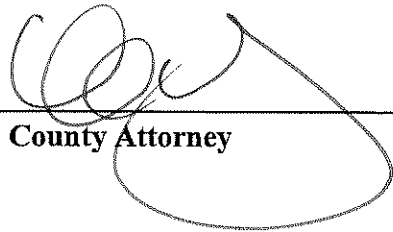
PALM BEACH COUNTY, a political
subdivision of the State of Florida

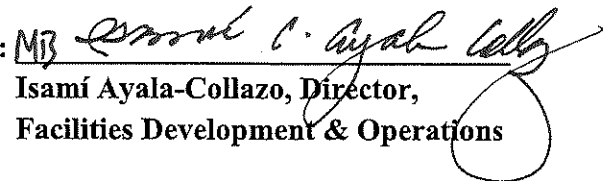
By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Isami Ayala-Collazo, Director,
Facilities Development & Operations

WITNESS:

By: Katie Brutus
Witness Signature

Katie Brutus
Print Witness Name

**COMMUNITY FOUNDATION:
COMMUNITY FOUNDATION FOR PALM
BEACH AND MARTIN COUNTIES, INC.**

By: Danita R. DeHaney
Danita R. DeHaney, President/CEO