

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: July 22, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Facilities Development & Operations

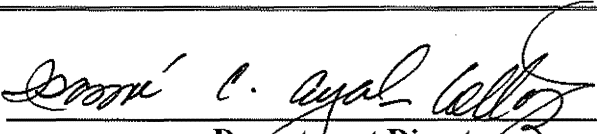
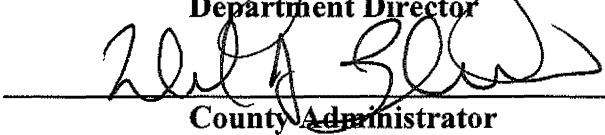
I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a Second 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), increasing to \$2,000,000 the County’s Not to Exceed Amount and updating the Non-Discrimination provision.

**Summary:** On June 4, 2024, the County entered into the Agreement with Community Foundation for the planning and development of the Museum. On May 6, 2025, the Board of County Commissioners (BCC) approved the First Amendment (R2025-0600) to the Agreement. On July 8, 2025, the BCC approved a budget transfer in the ARPA Response Replacement Fund to modify project budgets of previously approved categories inclusive of assigning an additional \$1,000,000 towards development of the Museum. On June 3, 2025, through adoption of Resolution R2025-014 and Resolution R2025-0748, the BCC revised the County’s Non-discrimination policies. Consistent with the aforementioned BCC approvals, the Second Amendment increases to \$2,000,000 the County’s Not to Exceed Contribution, and updates the Non-Discrimination provision. **These are County ARPA Response Replacement funds that do not require a local match. (FDO Admin) District 7/Countywide (MWJ)**

**Background and Justification:** The Agreement provided a County contribution to initiate development, planning and fundraising efforts toward implementation of the Museum initiatives. The Museum will provide cultural and educational information to residents and visitors.

- Attachments:**
- 1. Location Map
  - 2. Second Amendment

Recommended By:		<u>7/15/25</u>
	Department Director	Date
Approved By:		<u>7/18/25</u>
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	<u>\$1,000,000</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$1,000,000</u></u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Is this item using Federal Funds? Yes \_\_\_\_\_ No   X  

Is this item using State Funds? Yes \_\_\_\_\_ No   X  

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

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

The Museum (Unit 212B) was included in the original Culture Capital Projects allocation when the APRA Response Replacement Fund was established. On July 8, 2025, the BCC approved a budget transfer in the ARPA Response Replacement Fund to modify project budget for the Museum for an additional \$1,000,000 for a total funding for the agreement to not to exceed \$2,000,000.

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

III. REVIEW COMMENTS

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

\_\_\_\_\_ 7/16/25

OFMB

JA 7/16  
SW 7-16-25

\_\_\_\_\_ 7/16/25

Contract Development and Control

B. Legal Sufficiency: \_\_\_\_\_ 7/16/25

Assistant County Attorney

C. Other Department Review: \_\_\_\_\_

Department Director

**ATTACHMENT 1**  
**Location Map Museum**



## **SECOND AMENDMENT TO AGREEMENT**

**THIS SECOND AMENDMENT** to Agreement R2024-0660 (Agreement) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (County) and THE COMMUNITY FOUNDATION FOR THE 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**, on May 6, 2025, the Board of County Commissioners (BCC) approved the First Amendment (R2025-0600) to the Agreement extending the time Community Foundation has to appoint all members to the Board of Directors of the Supporting Organization and to conduct the first meeting of the Board of Directors; and

**WHEREAS**, on July 8, 2025, the BCC approved a budget transfer in the ARPA Response Replacement Fund to modify project budgets of previously approved categories inclusive of assigning an additional one million dollars (\$1,000,000) towards development of the Museum; and



**WHEREAS**, on June 3, 2025, through adoption of Ordinance 2025-014 and Resolution R2025-0748, the BCC revised the County’s non-discrimination policies.

**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 3.1.** Section 3.1 of the Agreement is deleted in its entirety and replaced with the following:

**SECTION 3.1 County’s Not to Exceed Amount.**

The County will timely pay any and all costs accrued by Community Foundation, which are incurred in compliance with the requirements of this Agreement, not to exceed the currently appropriated County Contribution of two million dollars (\$2,000,000). Community Foundation recognizes that the County is providing a one-time contribution and future contributions are not expected nor guaranteed. However, nothing precludes the County from providing future appropriations. Community Foundation shall hold the County Contribution in a separate account, ensuring that funds are not commingled with non-Museum related initiatives, thereby allowing for accounting of all expenditures.

- 3. **Section 9.8.** Section 9.8 of the Agreement is deleted in its entirety and replaced with the following:

**SECTION 9.8 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 R2025-0748, as may be amended, Community Foundation warrants and represents that throughout the term of the 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, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

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

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**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:** \_\_\_\_\_  
**Isamí Ayala-Collazo, Director,**  
**Facilities Development & Operations**

WITNESS:

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

By: Brittany Peerbolte  
Witness Signature

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

Brittany Peerbolte  
Print Witness Name