

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

**Meeting Date: December 10, 2024**

**Consent**  
 **Ordinance**

**Regular**  
 **Public Hearing**

**Department: Facilities Development & Operations**

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** a Fifth Amendment to the Third Restated Agreement (Amendment) with the Historical Society of Palm Beach County, a Florida not-for-profit corporation, for the Society’s use of the 1916 Courthouse in West Palm Beach abating rent retroactively from November 1, 2023 through October 31, 2028, and adding standard County provisions.

**Summary:** The Society has occupied a portion of the 1916 Courthouse for the operation of the Palm Beach County History Museum and its administrative offices since 2008. The original Agreement (R2004-0257) with Society was approved by the Board of County Commissioners (BCC) on February 3, 2004, and has been restated and amended numerous times. Currently, the Society occupies 8,695 SF at the 1916 Courthouse for the museum and administrative offices. On February 4, 2014 (R2014-0138), the BCC approved full abatement of the rent until October 31, 2018 subject to an annual review of the Society’s plans for expenditure of the rental savings. On October 18, 2018 (R2018-1566), the BCC extended the abatement of rent for five (5) years (from November 1, 2018 through October 31, 2023) subject to an annual review of the Society’s programs and expenditures. On October 17, 2023, the Society requested an extension of the rent abatement. On August 20, 2024, staff brought an agenda item seeking BCC direction on the Society’s request. After discussion, the BCC approved the abatement of rent. This Amendment memorializes said approval by the BCC. **Property and Real Estate Management (Countywide/District 7) (HJF)**

**Background & Justification:** On February 3, 2004, the BCC approved a 30-year Agreement (which commenced on January 1, 2008) with the Society for approximately 6,111 SF of space at the 1916 Courthouse for the operation of the Palm Beach County History Museum and its administrative offices. On February 15, 2005, the BCC approved the First Restated Agreement (R2005-0370) which increased the total square footage to 8,695 SF, changed the space allocation within the Courthouse to reduce the Society’s capital investment requirement and increase operating efficiency, and increased the Society’s Project Budget from \$500,000 to \$650,000. On June 6, 2006, the BCC approved a Second Restated Agreement (R2006-0979) that increased the Society’s Project Budget from \$650,000 to \$920,825. On March 17, 2009, the BCC approved the Third Restated Agreement (R2009-0414), which limited the use of the 1916 Courthouse for third-party non-County activities to those activities which are either educational or directly related to the court or judicial system, limited the Society’s use of the leased premises for its special events and fund raising activities to those that are approved by the County via issuance of a County Facility Use Permit, and limited the Society’s right to enter into any agreements for the use and/or sale of images of the restored 1916 Courthouse without County’s consent. On October 5, 2010, the BCC approved the First Amendment (R2010-1540) allowing the Society the right to request consent to make exterior modifications. On November 5, 2013, staff presented an agenda item to the BCC for the approval of a Second Amendment providing for the expansion of the premises to include the exclusive use of a 41SF custodial closet within the second floor women’s restroom but recommended against approval of rental abatement requested by the Society. The BCC conceptually approved (R2013-1606) the expansion and a five (5) year rental abatement. On February 4, 2014, the BCC approved the Third Amendment (R2014-0138) which memorialized what was conceptually approved by the BCC on November 5, 2013, reduced the required security deposit to \$150,000, and replaced the Second Amendment attached to the November 5, 2013, agenda item. On October 18, 2018, the BCC approved the Fourth Amendment (R2018-1566) which, among other things including expanding the use of specified wall, and stairwells of the leased premises, extended the abatement of rent for five (5) years from November 1, 2018, through October 31, 2023, subject to an annual review of the Society’s programs and expenditures, and added and updated standard provisions. On August 20, 2024, the BCC approved the continued abatement of rent. This Amendment extends the rent abatement retroactively from November 1, 2023 through October 31, 2028, and adds standard County provisions.

**Attachments:**

- 1. Location Map
- 2. Historical Society’s Request for Rent Abatement
- 3. Fifth Amendment to Third Restated Agreement

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**Recommended By:** *R. Brown* **Department Director** 10/2/24  
**Date**  
**Approved By:** *J. Baker* **County Administrator** 11/7/24  
**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	<u>\$58,213.35</u>	<u>\$66,462.36</u>	<u>\$69,785.48</u>	<u>\$73,274.34</u>	<u>\$6,179.80</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>\$58,213.35</b></u>	<u><b>\$66,462.36</b></u>	<u><b>\$69,785.48</b></u>	<u><b>\$73,274.34</b></u>	<u><b>\$6,179.80</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
			Yes _____	No _____	<u>X</u>
<b>Is Item Included in Current Budget:</b>					
<b>Is this item using Federal Funds?</b>			Yes _____	No _____	<u>X</u>
<b>Is this item using State Funds?</b>			Yes _____	No _____	<u>X</u>

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

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

Rent abatement for the Historical Society of the County, initially ending October 31, 2023, will be retroactively extended through October 31, 2028, resulting in an annual revenue loss of \$58,213.35 for FY2025. Pursuant to the Agreement, as amended, Annual Rent adjusts annually on November 1<sup>st</sup> of each year based on CPI. For FY2025, revenue collected for November and December 2024 is based on CPI rate of 3.5% for calendar year 2024, while the remaining nine months are based on an estimated CPI rate of 5% for calendar year 2025. Estimated revenue for FY2025 through FY2029 reflects a 5% increase as CPI for budgeting purposes only, pending future CPI adjustments and revenue calculations.

**C. Departmental Fiscal Review:** *Pat Eric Feltz*

**III. REVIEW COMMENTS**

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

*ASD* 11/4/24 *Frankie Mack* 11/5/24  
 OFMB ESW 11.4.24 Contract Development and Control

**B. Legal Sufficiency:**

*DF* 11/6/24  
 Assistant County Attorney

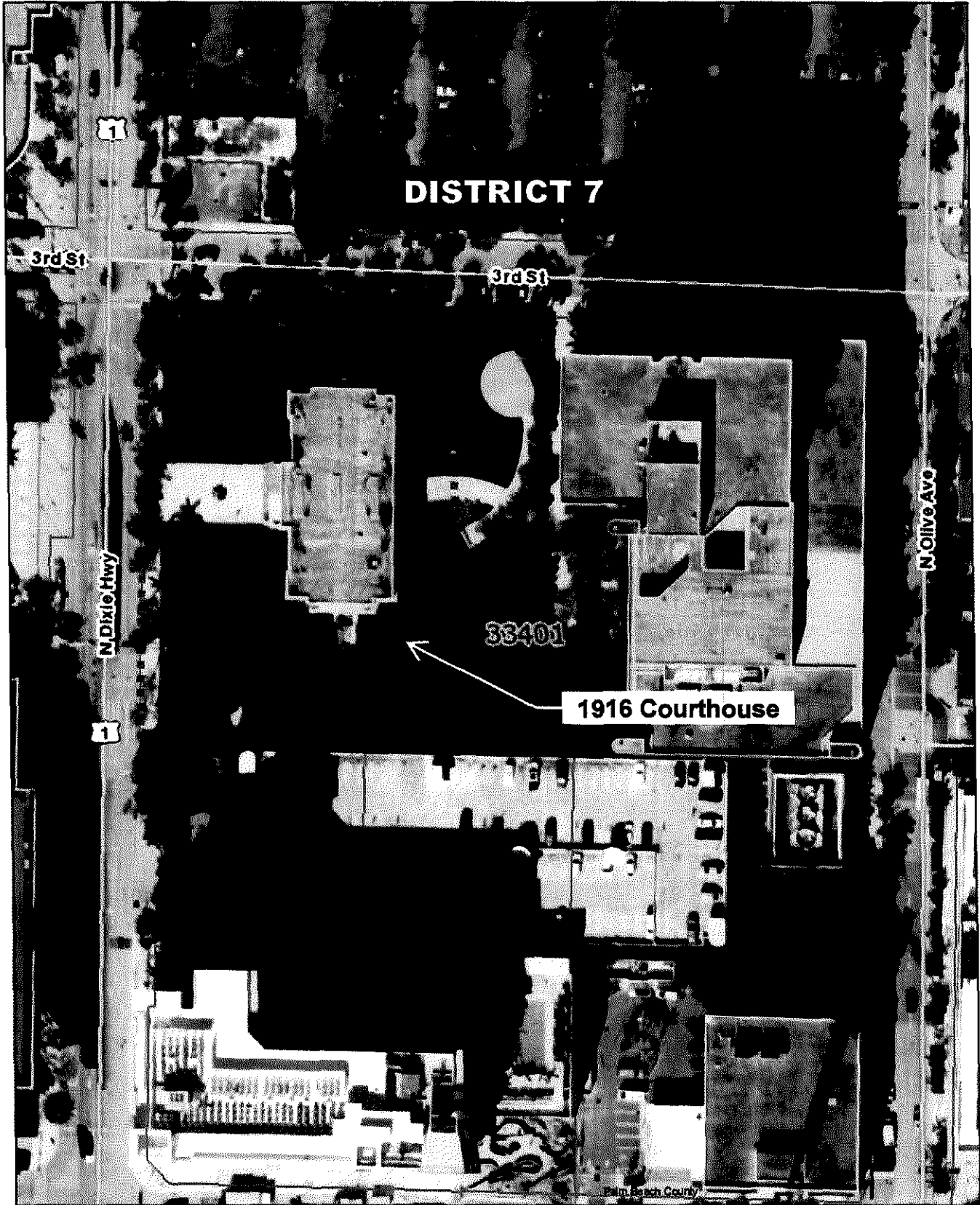
**C. Other Department Review:**

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

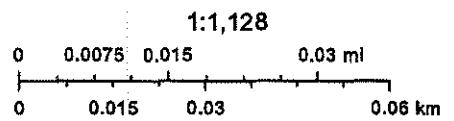
**This summary is not to be used as a basis for payment.**

# LOCATION MAP

74-43-43-22-12-008-0010



May 2, 2024



## Attachment 1

**Attachment #2**  
**Society's Request for Rent Abatement**

## Vaneeta Arora

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**From:** Purvi Bhogaita  
**Sent:** Monday, May 13, 2024 9:24 AM  
**To:** Vaneeta Arora  
**Subject:** FW: Historical Society Rent 2023 May Rent Abatement Report

**From:** Jeremy Johnson <[jjohnson@pbchistory.org](mailto:jjohnson@pbchistory.org)>  
**Sent:** Tuesday, October 17, 2023 11:27 AM  
**To:** Della Lowery <[DLowery@pbcgov.org](mailto:DLowery@pbcgov.org)>; Sharon Poss <[sposs@pbchistory.org](mailto:sposs@pbchistory.org)>  
**Cc:** Agustin Quevedo <[AQuevedo@pbcgov.org](mailto:AQuevedo@pbcgov.org)>; Vaneeta Arora <[VArora1@pbcgov.org](mailto:VArora1@pbcgov.org)>  
**Subject:** RE: Historical Society Rent 2023 May Rent Abatement Report

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### This Message Is From an External Sender

This message came from outside your organization.

Hi Della,

Please forgive the delay in my reply. I was out of town last week and did not stay connected. This is what I provided to the County originally. Please let me know if this suffices.

In consideration for a temporary abatement of rent for the administrative offices of the Historical Society of Palm Beach County (Society) located within the historic 1916 Palm Beach County Court House, the Society agrees to reallocate the financial resources that would have been paid in rent into expanding and enhancing programming for our county's students, residents, and visitors. The Society agrees to provide a report annually to the Board of County Commissioners on the initiatives undertaken and the amounts invested in the initiatives.

Warm regards,  
JJ

**Jeremy W. Johnson, CAE**  
President & Chief Executive Officer  
Historical Society of Palm Beach County  
300 N Dixie Highway, Suite 471  
West Palm Beach, FL 33401  
Phone 561-832-4164 ext. 102 Fax 561-832-7965  
[www.pbchistory.org](http://www.pbchistory.org) [[pbchistory.org](http://pbchistory.org)]



RICHARD AND PAT  
**JOHNSON**  
PALM BEACH COUNTY  
**HISTORY**  
**MUSEUM**

**Attachment #3**  
**Fifth Amendment to Third Restated Agreement**

**FIFTH AMENDMENT TO THIRD RESTATED AGREEMENT**

**THIS FIFTH AMENDMENT TO THIRD RESTATED AGREEMENT** (“Fifth Amendment”), is made and entered into December 3, 2024 by and between **PALM BEACH COUNTY**, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“County”), and **THE HISTORICAL SOCIETY OF PALM BEACH COUNTY**, a Florida Non-Profit Corporation (the “Society”) (“County” and “Society collectively referred to as the “Parties”).

**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**, 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**, County and Society entered into a Third Amendment to the Third Restated Agreement dated February 4, 2014, (R2014-0138), to expand the Premises, abate the rent, reduce the security deposit, and add certain standard provisions; and

**WHEREAS**, County and Society entered into a Fourth Amendment to the Third Restated Agreement, dated October 16, 2018 (R2018-1566), that expanded the Leased Premises to include the use of the walls of the first floor hallway, the stairwell to the courtroom, and the courtroom balcony within the Historic Courthouse for exhibition purposes, extended the rent abatement for a period of five (5) years, deleted the security deposit requirement, continues to require Society to maintain no less than \$700,000 in unrestricted reserves, and added certain standard provisions; and

**WHEREAS**, Society has requested to extend the rent abatement period for an additional five (5) years, to complete the expansion of its program services; and

**WHEREAS**, County desires to amend the nondiscrimination provision to reflect updates to the language as approved by the County Attorneys’ Office; and

**WHEREAS**, effective August 1, 2024, the Florida Legislature has imposed additional requirements under Section 787.06(13), Florida Statutes, related to human trafficking for agreements between nongovernmental entities and governmental entities; and

**WHEREAS**, the Parties wish to modify the Lease on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various 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 2.06 Rent Abatement**, of the Third Restated Agreement, as amended, is hereby deleted in its entirety and placed with the following:

The Rent payable under Section 2.01 shall be abated for the period commencing on November 1, 2018, and continuing through October 31, 2028. It is understood that Society will use the monies which otherwise would have been payable as Rent for expansion of its program services. 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.

3. **Section 4.07 Non-Discrimination**, of the Third Restated Agreement, as amended, is hereby deleted and replaced with the following:

Society shall assure and certify that throughout the term of this Third Restated Agreement, including any renewals and amendments thereof, if applicable, 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, marital status, familial status, sexual orientation, gender identity or expression, or genetic information, or disability with respect to any activity occurring on the Premises or conducted pursuant to this Third Restated Agreement, as amended. Failure to meet this requirement shall be considered default of this Third Restated Agreement, as amended. 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.

4. **Section 19.24** is hereby added to the Third Restated Agreement, as amended, as follows:

**Section 19.24 Nongovernmental Entity Human Trafficking**

Concessionaire warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Concessionaire has executed the Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein as Exhibit "F"

5. Except as specifically modified by this Fifth Amendment, all of the terms and conditions of the Third Restated Agreement, as amended, 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, as amended, and those set forth in this Fifth Amendment, the terms and conditions of this Fifth Amendment shall govern.


6. This Fifth 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**

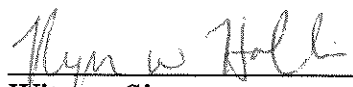
**IN WITNESS WHEREOF**, the parties have set their hands and seals to this Fourth Amendment as of the date written above.

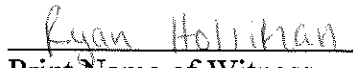
*Signed, sealed, and delivered  
in the presence of:*

**WITNESS:**


  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Print Name of Witness

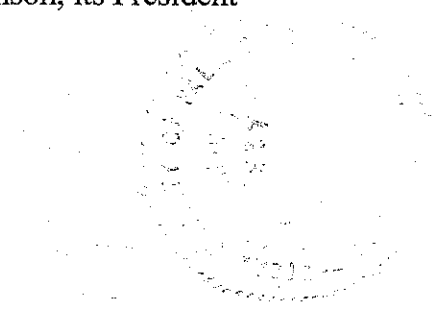
  
\_\_\_\_\_  
Witness Signature

  
\_\_\_\_\_  
Print Name of Witness

**THE HISTORICAL SOCIETY OF  
PALM BEACH COUNTY,**  
a Florida Non-Profit Corporation

By:   
\_\_\_\_\_  
Jeremy W. Johnson, its President

(SEAL)



**SIGNATURE PAGE to FIFTH AMENDMENT TO THIRD RESTATED AGREEMENT  
between PALM BEACH COUNTY and THE HISTORICAL SOCIETY OF PALM BEACH  
COUNTY**

**ATTEST:**

**JOSEPH ABRUZZO,**  
Clerk and Comptroller

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

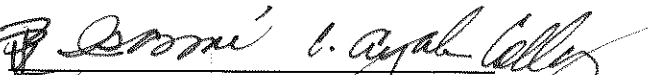
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Assistant County Attorney

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

**EXHIBIT "F"**

**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT**

[Fla. Stat. §787.06(13)]

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, Jeremy Johnson, am an officer or representative of **THE HISTORICAL SOCIETY OF PALM BEACH COUNTY, a Florida Non-Profit Corporation** (Corporation), and attest that Corporation does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.**

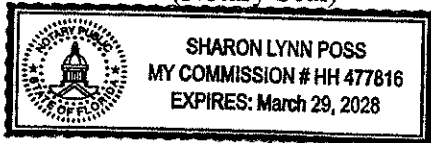
**THE HISTORICAL SOCIETY OF PALM BEACH COUNTY, A Florida Non-Profit Corporation**

By: [Signature]  
Print Name: Jeremy Johnson  
Print Title: President + CEO

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me by means of  physical presence or  online notarization this, 23<sup>rd</sup> day of October, 2024, by Jeremy Johnson the President + CEO of Historical Society of PBC, a Non-Profit Organization, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Seal)



[Signature]  
Notary Public, State of Florida  
Print Notary Name: Sharon Poss  
My Commission Expires: March 29, 2028