

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2016 | 2017 | 2018 | 2019 | 2020 |
|--|-------------------|-------|-------|-------|-------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | (\$22,500) | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>(\$22,500)</u> | ===== | ===== | ===== | ===== |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget: Yes _____ No X

Budget Account No: Fund 1384 Dept 580 Unit 5258 Object 4729
 SUB OBJ: 03

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

Fixed Assets Number _____ *W 9-8-15*

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Shen
 OFMB *9/14* *9/16* *9/15*

Ann S. Jacobson
 Contract Development and Control
Bachala 9-21-15 *9/22/15*

B. Legal Sufficiency:

K. J. L.
 Assistant County Attorney
9/23/15

C. Other Department Review:

Chris Cole
 Department Director

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

Background and Policy Issues Cont'd: Both one (1) year extension options have been exercised and the current term will expire on November 4, 2015. Staff advertised a Request for Proposals for a continuation of similar services in the 183 SF snack bar/exterior patio area at the clubhouse on July 12, 2015, and July 19, 2015, in the Palm Beach Post. It was also listed on PREM's webpage and shown on the County's Channel 20 television station. However, on August 6, 2015, after being informed by the Parks Department that the property is undergoing a planned building and food service expansion, the RFP was canceled because the expansion changes the intent of the RFP as advertised. The alterations to the property will cause the licensed area to be expanded and relocated to the new building and the types of services to be modified to support a larger restaurant. The new building is expected to be operational in August 2016 and at that time a new RFP will be issued. The current snack bar location in the existing clubhouse will be converted for pro-shop/office use.

State Statutes do not require a Disclosure of Beneficial Interests be obtained when the County leases property to a tenant; however, Staff requested an updated Disclosure which identifies Todd Weiss as holding a 100% beneficial interest in DH2, Inc.

TWP 47

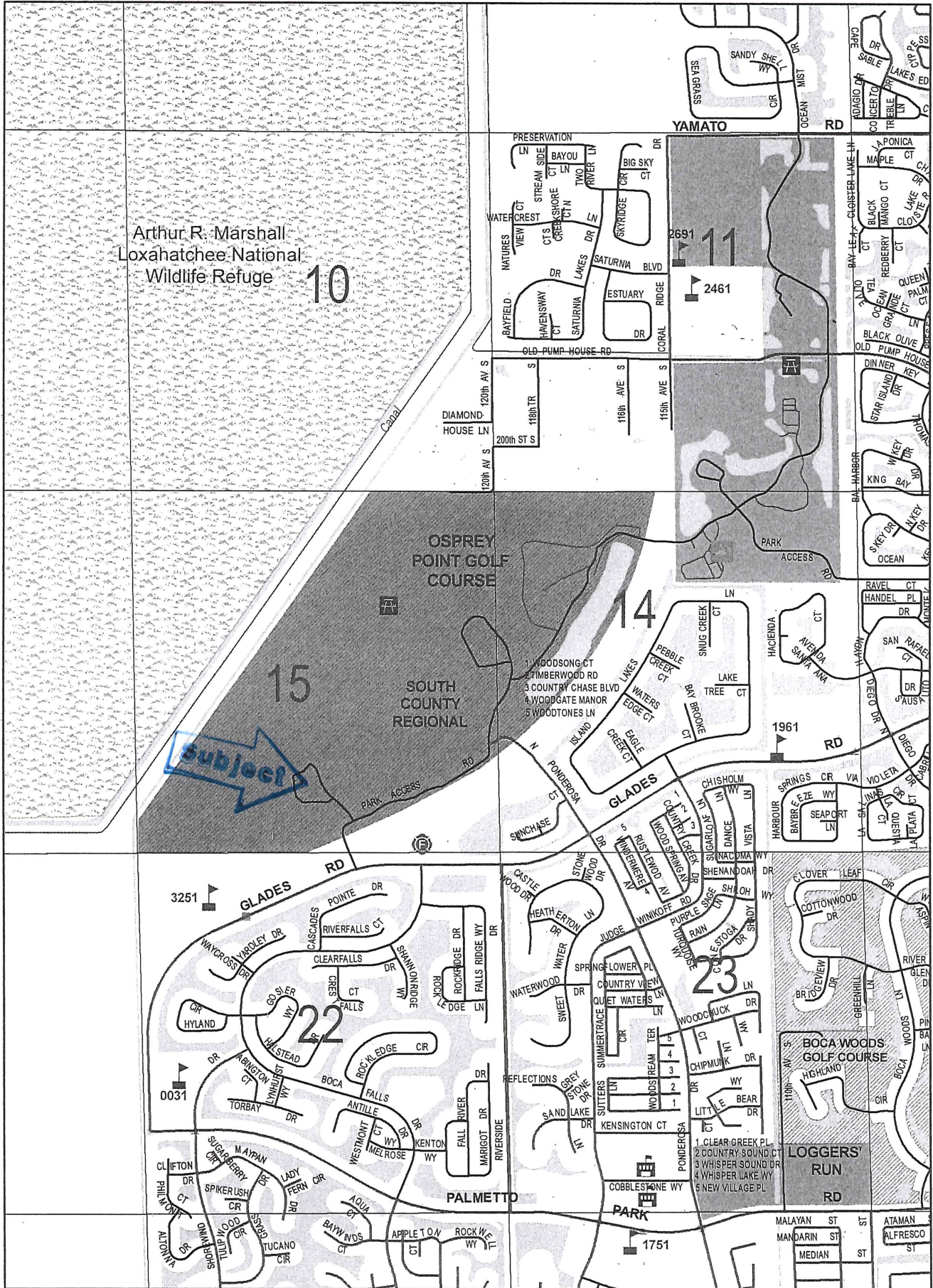
TWP 47

TWP 47

40

41

42



RNG 41

See pg 127

RNG 41

Page 119

LOCATION MAP

Attachment No. 1



ATTACHMENT NO. 2
(7 pages)

RESOLUTION NO. 2015-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN AN AMENDMENT TO THE CONCESSIONAIRE SERVICE AGREEMENT WITH DH2, INC., A FLORIDA CORPORATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, DH2, Inc., (Concessionaire), pursuant to a Concessionaire Service Agreement dated September 14, 2010, (R2010-1408), as amended and extended, manages and operates a food service concession at the Osprey Point Golf Course; and

WHEREAS, the current Concessionaire Service Agreement expires on November 4, 2015, with no options to extend, which required a new Request for Proposals for a concession at the golf course; and

WHEREAS, in July 2015, a solicitation for the food service concession was issued and subsequently canceled because the property is undergoing an expansion to accommodate current service demands which will cause the licensed area to be relocated and the types of services expanded. Assuming the expansion and renovations to the property will be completed in mid 2016, a Request for Proposals will be re-issued at the earliest possible date; and

WHEREAS, the Concessionaire provides a service for the benefit of the public and the County wishes to retain the Concessionaire's operations at the golf course until such time as a new Request for Proposals is issued and a new concessionaire service agreement can be negotiated; and

WHEREAS, the Concessionaire has agreed to pay an increased Guaranteed Annual Rent in the amount of \$30,000, which is an increase of approximately \$20,000, for the extended term; and

WHEREAS, the Board of County Commissioners of Palm Beach County hereby finds that the amendment to the Concessionaire Service Agreement is in the best interest of the County as an amendment to the Concessionaire Service Agreement with DH2, Inc. will ensure continued concession operations at the golf course.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Extend the Term of the Lease

The Board of County Commissioners of Palm Beach County shall extend the Term for for a period of nine (9) months and shall continue on a month to month basis thereafter unless sooner terminated pursuant to the Second Amendment to Concessionaire Service Agreement, attached hereto and incorporated herein by reference, for the management and operation of a food service concession at the Osprey Point Golf Course at a Guaranteed Annual Rent of \$30,000 (\$2,500 per month) as established by the Second Amendment to Concessionaire Service Agreement.

Section 3. Conflict with Federal or State Law or County Charter.

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 4. Effective Date.

The provisions of this Resolution shall be effective immediately upon adoption hereof.

The foregoing Resolution was offered by Commissioner _____ who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Commissioner Shelley Vana, Mayor
- Commissioner Mary Lou Berger, Vice Mayor
- Commissioner Hal R. Valeche
- Commissioner Paulette Burdick
- Commissioner Steven L. Abrams
- Commissioner Melissa McKinlay
- Commissioner Priscilla A. Taylor

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2015.

PALM BEACH COUNTY, a political subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

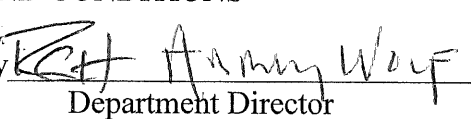
SHARON R. BOCK
CLERK & COMPROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By 
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By 
Department Director

ATTACHMENT NO. 3
(2 Concessionaire Service Agreements)
5 pages each

**SECOND AMENDMENT TO
CONCESSIONAIRE SERVICE AGREEMENT**

THIS SECOND AMENDMENT TO CONCESSIONAIRE SERVICE AGREEMENT (“Second Amendment”) is made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “County”, and **DH2, Inc.**, a Florida corporation, hereinafter referred to as “Concessionaire”.

WHEREAS, County and Concessionaire entered into that certain Concessionaire Service Agreement dated September 14, 2010, (R2010-1408), (the “Agreement”) for operation of a food service concession within South County Regional Park, 12551 Glades Road, Boca Raton, Florida; and

WHEREAS, the First Amendment to the Agreement dated June 21, 2011, (R-2011-0897), deleted the reference to the Inspector General fee; and

WHEREAS, the Term of the Agreement, as extended by Tenant’s exercise of the third and final option to extend approved by the Board on October 7, 2014, (R-2014-1453), currently expires on November 4, 2015; and

WHEREAS, the golf course is undergoing an expansion to accommodate current service demands which will cause the licensed area to be relocated; and

WHEREAS, a solicitation was issued for concession services and canceled as it was deemed not feasible at this time because the property is undergoing an expansion to accommodate current service demands which will cause the licensed area to be relocated and the types of services expanded. Assuming the expansion and renovations to the property will be completed in mid 2016, a Request for Proposals will be re-issued at the earliest possible date; and

WHEREAS, the parties wish to amend the Agreement to (i) approve a nine (9) month extension of the Term of the Agreement and provide for continued occupancy on a month to month basis (ii) increase the Guaranteed Annual Rent; iii) delete the per round fee; iv) add the use of an outside grill, the sale of liquor, and the provision of paper cups; v) modify the dress uniform; and vi) incorporate certain language required by County; and

WHEREAS, the parties wish to modify this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, County and Concessionaire agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as in the Agreement.

2. The Term of the Agreement is hereby extended for a period of nine (9) months commencing on November 5, 2015, and shall thereafter continue on a month to month basis until terminated.

3. The parties agree that for the Term that commences on November 5, 2015, the Guaranteed Annual Rent shall be adjusted to \$30,000 (\$2,500 per month).

4. Section 2.02 Adjustment to Guaranteed Annual Rent is hereby deleted in its entirety.

5. Section 2.03 Payment of Per Round Fee is hereby amended to add the following:

Concessionaire shall pay the per round fee as required for the period November 5, 2014, through November 4, 2015; thereafter, the per round fee will no longer be imposed.

6. Section 4.02 Operation of Business, paragraph f), is hereby deleted in its entirety and replaced with the following:

f) Concessionaire shall maintain customer service as a top priority. Concessionaire shall employ a sufficient number of qualified staff to properly operate the concession. Concessionaire shall provide employees who are professional, friendly, well-dressed, and courteous to the golfers and general public. Employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have excellent telephone manners, speak positively about the facility and its operations, and conduct themselves in a high standard that is acceptable to the County. Concessionaire and staff shall wear a uniform, logoed golf shirt that includes a collar and/or sleeves and professional looking solid pants or shorts (no cut-off shorts or jeans) which, in the sole determination of the County, clearly distinguishes Concession staff from County and Park staff. The Concessionaire shall also maintain a good working relationship with the golf facility management and maintenance staff. Use of profanity, alcohol, and illegal substances by Concessionaire, staff, subcontractors and agents is strictly prohibited.

7. Section 4.02 Operation of Business, paragraph j), is hereby deleted in its entirety and replaced with the following:

j) Concessionaire shall, at its own expense, obtain, maintain, and comply with all licenses and permits necessary to operate the concession, including a liquor license that permits Concessionaire to sell beer, wine and liquor for consumption within the Licensed Area. The sale of liquor, if provided, shall be limited to the Club House Area only. Proof of same shall be required prior to the Commencement Date and provided to the Department's Director of Parks Financial and Support Services. Concessionaire shall conduct operations in such a manner as to meet all applicable health standards and codes.

8. Section 4.02 Operation of Business is hereby modified to add the following:

v) Concessionaire shall provide to customers, at no charge to the customer or County, 16 oz. to 20 oz. paper cups for ice and water.

w) The Concessionaire may, at its option, install one BBQ grill within the Licensed Area. Concessionaire shall coordinate with Department regarding the location and the installation of the BBQ grill. Concessionaire shall be responsible for managing and maintaining the BBQ grill. County shall not be responsible for any damage caused to the BBQ grill.

9. Section 4.05 Non-Discrimination is deleted in its entirety and replaced with the following:

Section 4.05 Non-Discrimination

Concessionaire shall assure and certify that it will comply with the Title IV of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution R-2014-1421, as may be amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, sexual orientation, gender identity or expression, familial status, disability, or genetic information, with respect to any activity occurring in the Licensed Area, or conducted pursuant to this Agreement. Concessionaire warrants that its service in the Licensed Area shall be open to and benefit all visitors to the Park.

Concessionaire has either submitted to County a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as may be amended, or has acknowledged and

provided to County a signed statement affirming Concessionaire's non-discrimination policy conforms to Resolution R-2014-1421, as may be amended.

10. Article XV ANNUAL BUDGETARY FUNDING/CANCELLATION is hereby deleted in its entirety and replaced with the following:

**ARTICLE XV
ANNUAL BUDGETARY FUNDING/CANCELLATION**

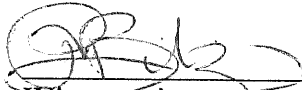
This Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. Notwithstanding anything in this Agreement to the contrary either party shall have the right to cancel this Agreement for any reason upon thirty (30) days prior written notice to the other party, whereupon the parties shall be relieved of all further obligation hereunder.

11. Section 18.19 Non Discrimination is hereby deleted in its entirety.
12. This Second Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.
13. Except as modified by this Second Amendment, the Agreement remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Agreement, as amended, in accordance with the terms thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment as of the day and year second above written.

WITNESS:


Witness signature


Peter Gaye Belizaire
Print witness name


Witness signature

Richard C Bogatis
Print witness name

CONCESSIONAIRE:

DH2, Inc., a Florida corporation

By: 
Todd Weiss, President

(SEAL)

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

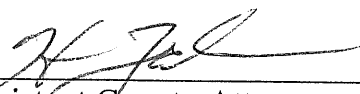
By: _____
Deputy Clerk

COUNTY:

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

By: _____
Shelley Vana, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

ATTACHMENT NO. 4

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 8/25/2015 REQUESTED BY: Richard C. Bogatin

PHONE: 561.233.0214
FAX: 561.233.0210

PROJECT TITLE: Osprey Point Concessionaire DH2 Inc., Amd #2

PROJECT NO.: 2015-5.012

| Fiscal Years | 2016 | 2017 | 2018 | 2019 | 2020 |
|--|-------------------|-------|-------|-------|-------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | \$22,500 | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>(\$22,500)</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: 1384 DEPT: 580

UNIT: 5258

OBJ: 4729

SUB OBJ: 03

IS ITEM INCLUDED IN CURRENT BUDGET: YES _____ NO X

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: Parks and Recreation

BAS APPROVED BY: *Paul D. Connel* DATE: 8/24/15

ENCUMBRANCE NUMBER:

ATTACHMENT NO. 5
3 pages

CONCESSIONAIRE'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 Todd Weiss, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the President of DH2 Inc, a For Profit Florida Corporation, (the "Concessionaire") which entity is providing concession services on the real property depicted in the attached Exhibit "A" (the "Licensed Area").

2. Affiant's address is: 9858 Glades Road #119, Boca Raton, FL 33434.

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 concessionaire 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 entering into a Concessionaire Service Agreement for the Licensed Area.

FURTHER AFFIANT SAYETH NAUGHT.

Todd Weiss, Affiant
Print Affiant Name: Todd Weiss, President

The foregoing instrument was sworn to, subscribed and acknowledged before me this 27th day of August, 2015, by Todd Weiss [] who is personally known to me or [] who has produced FL DL as identification and who did take an oath.

Shawn A. Bobo
Notary Public
Shawn A. Bobo
(Print Notary Name)



NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 10/30/15

EXHIBIT "A"
to CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

LICENSED AREA

Golf Course Area



Club House Area

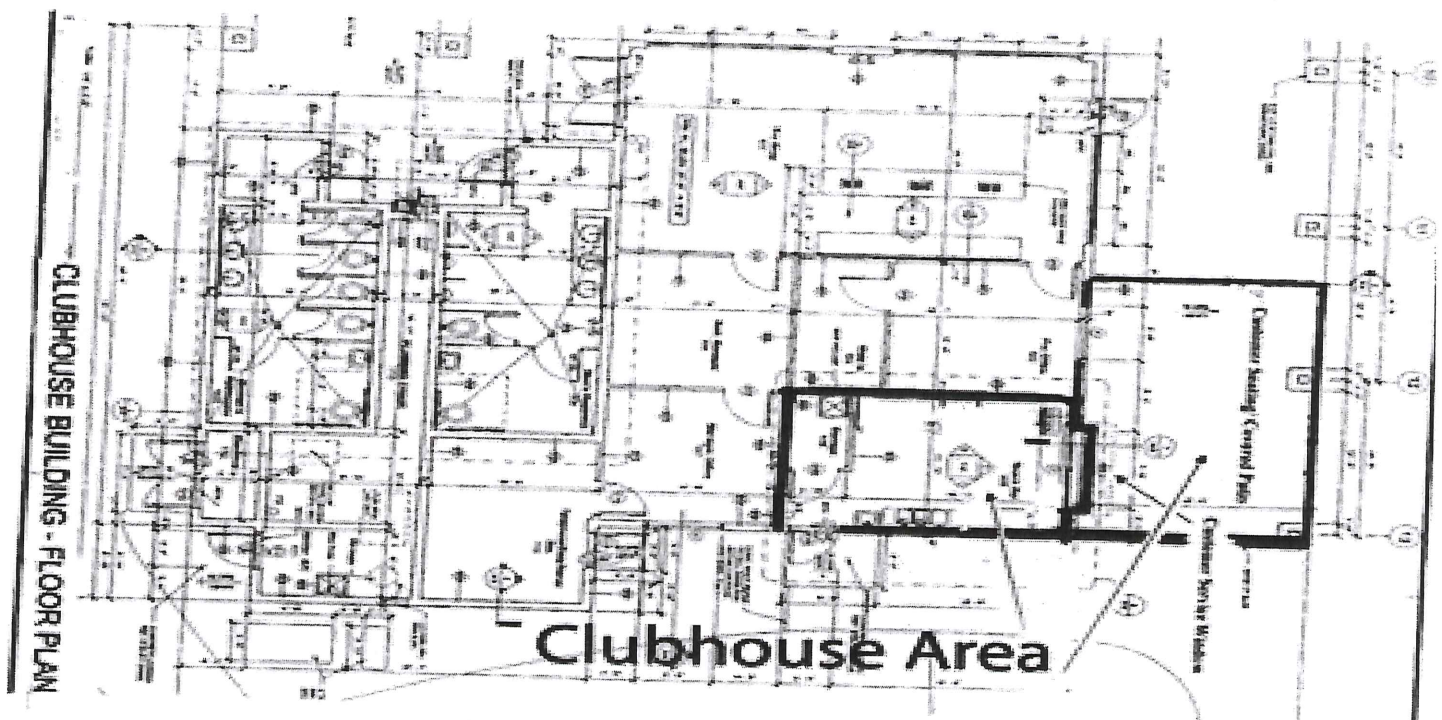


EXHIBIT "B"
to **CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS**

**SCHEDULE TO BENEFICIAL
INTERESTS**

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

| NAME | ADDRESS | PERCENTAGE OF INTEREST |
|------------|-------------------------------------|---------------------------|
| Todd Weiss | 9858 Glades Rd, Boca Raton FL 33434 | 100% |
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