

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

Meeting Date: December 6, 2022 **Consent** **Regular**
 Ordinance **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

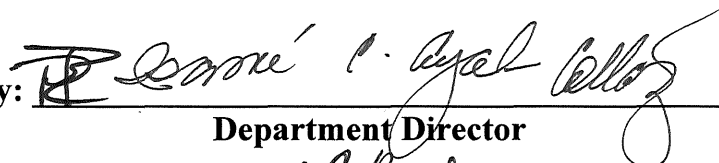
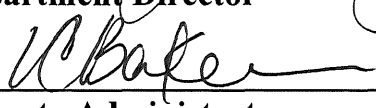
Motion and Title: Staff recommends motion to approve: Amendment No. 3 to License Agreement #2276 with South Florida Fair & Palm Beach County Expositions, Inc. for the continued use of 7,080 SF (\$16.62/SF) of storage space located at 9067 Southern Blvd. in West Palm Beach at a rate of \$325.00 per day and utilities at \$600/month, from January 1, 2023 through December 31, 2023.

Summary: On December 29, 2020, the County Administrator executed License Agreement #2276 with South Florida Fair & Palm Beach County Expositions, Inc. (Fair) for warehouse space at the Fairground to store emergency supplies related to the COVID-19 emergency. The current term expires on December 31, 2022. Fire Rescue has requested a twelve (12) month extension as it is still in need of storage space; the Fair has agreed to the extension. This Amendment No. 3 will extend the term from January 1, 2023 through December 31, 2023. The rental rate and utility cost will remain unchanged. All other terms of the License Agreement remain unchanged. Fire Rescue will continue to have administrative responsibility for this License Agreement. This License Agreement is exempt from public disclosure pursuant to Florida Statutes, Sections 119.071(3) (a) and 286.011. **(Property & Real Estate Management) District 6 (HJF)**

Background and Justification: In December 2020, the County entered into License Agreement # 2276 with the Fair for approximately 7,080 SF of storage space in West Palm Beach. The License Agreement was amended on February 8, 2021, to add certain provisions to qualify for emergency funds. On April 6, 2021, the Board of County Commissioners (Board) ratified the License Agreement and Amendment No.1 (R2021-0397). On December 7, 2021, Amendment No. 2 (R2021-1792) was ratified by the Board to extend the lease for a period of one year from January 1, 2022 through December 31, 2022. Fire Rescue needs continued use of the warehouse space to store the personal protection equipment and other emergency supplies. The County has the right to terminate the License Agreement for any reason with thirty (30) days written notice to the Fair.

Attachments:

- 1. Aerial Map
- 2. Amendment No. 3 to License Agreement
- 3. Budget Availability Statement
- 4. Disclosure of Beneficial Interests

Recommended By:		<i>11/23/22</i>
	Department Director	Date
Approved By:		<i>11/17/22</i>
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$94,125</u>	<u>\$31,700</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$94,125</u></u>	<u><u>\$31,700</u></u>	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ X No _____

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

BUDGET ACCOUNT NO:

RENT

Fund: 1300 Dept.: 440 Unit: 4209 Obj.: 4401

ELECTRIC

Fund: 1300 Dept.: 440 Unit: 4209 Obj.: 4301

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

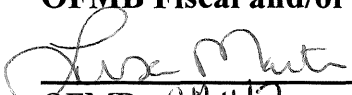
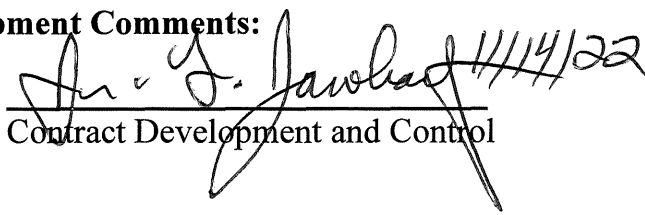
The rent will remain at a rate of \$325 per day and utilities at \$600 monthly.

Fixed Asset Number NA

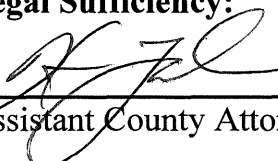
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p><u></u> 11/8/22 OFMB 4A11/7 <u>ESW</u> 11/7 (2/2) 11/8</p>	<p><u></u> 11/14/22 Contract Development and Control</p>
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B. Legal Sufficiency:

 11/15/22
 Assistant County Attorney

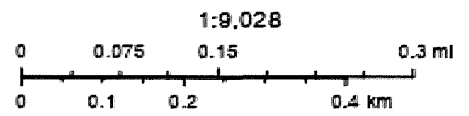
C. Other Department Review:

 Department Director

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



October 19, 2021



00-42-43-27-05-007-0171

AERIAL MAP



Attachment #1

Attachment #2
Amendment No. 3 to License Agreement 2@ 2 pages each

**AMENDMENT NO. 3 TO
LICENSE AGREEMENT**

This Amendment No. 3 (“Amendment”) to the Agreement is made as of _____, 2022, by and between **South Florida Fair and Palm Beach County Expositions, Inc.**, a Florida non-profit fair association organized under Chapter 616, Florida Statutes (“Fair”) and **Palm Beach County**, a political subdivision of the State of Florida (“Licensee”).

RECITALS

WHEREAS, the parties hereto have previously entered into that certain Agreement for storage and staging effective December 29, 2020, Fair License Agreement #2276, as amended by Amendment No. 1 to Agreement (R2021-397), dated April 6, 2021 (collectively the “Agreement”); and

WHEREAS, Amendment No.2 to Agreement (R2021-1792), dated December 7, 2021 extended the Agreement from January 1, 2022 to December 31, 2022; and

WHEREAS, the parties to the Agreement believe it to be in each of their best interests to extend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. **TERM EXTENSION**. This Amendment extends the Agreement from January 1, 2023 through December 31, 2023. Notwithstanding anything herein to the contrary, at any time the Licensee, through the County Administrator or its designee, may terminate this Agreement for any reason upon thirty (30) days prior written notice to the Fair.
3. **AGREEMENT**. Except as set forth above, the Agreement shall be and remain in full force and effect, unamended, unaltered and unmodified in any way or manner whatsoever, and each of the parties hereto ratifies and confirms the Agreement in all respects.
4. **COUNTERPARTS**. This Amendment may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures on following pages]

[Signature page for Amendment]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as set forth above.

ATTEST:
Joseph Abruzzo, Clerk of Circuit
Court and Comptroller

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

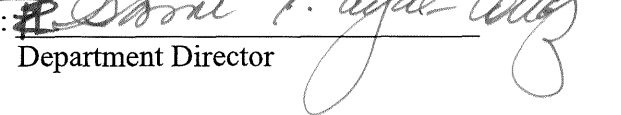
By: _____
Deputy Clerk

By: _____

**APPROVED AS TO
LEGAL SUFFICIENCY**

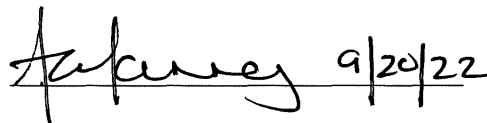
**APPROVED AS TO TERMS
AND CONDITIONS**


By: _____
Chief Assistant County Attorney

By: 
Department Director

WITNESS:

FAIR:
SOUTH FLORIDA FAIR AND PALM
BEACH COUNTY EXPOSITIONS, INC.

By:  9/20/22

By: 
Vicki Chouris, Pres., and CEO

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 9/19/22

REQUESTED BY: Della M. Lowery
 POSITION: Real Estate Specialist

PHONE: (561) 233-0239
 FAX: (561)

PROJECT TITLE: Fire Rescue Storage Facility (SFF, Bldg. 1) Amend 3

Project No.

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$94,125	\$31,700	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$94,125</u>	<u>\$31,700</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

RENT
 FUND: 1300 DEPT: 440 UNIT: 4209 OBJ: 4401 SUB OBJ: _____

ELECTRIC
 FUND: 1300 DEPT: 440 UNIT: 4209 OBJ: 4301 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
- _____ _____ _____

Department: Fire Rescue

BAS APPROVED BY:  DATE: 9/19/2022

ENCUMBRANCE NUMBER: _____

Below, is information on the justification for the figures listed on the attached BAS for a temporary storage facility for Fire Rescue’s PPE & other emergency supplies; term from 01/01/2023 to 12/31/2023:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$94,125</u>	<u>\$31,700</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$94,125</u>	<u>\$31,700</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>

FY2023:

- The term of the Agreement is from Jan 1, 2023 thru Dec 31, 2023 (365 days).
-
- Monthly the “*Space Rental*” fee equates to \$325.00 daily rate x the number of days in the month.
- Each month “*Utility*” is a flat fee of \$600.00.
-

MONTH	#DAYS	PER DAY	MONTHLY	UTILITIES		MONTHLY TOTAL
January	31	\$ 325.00	\$ 10,075.00	\$ 600.00	=	\$ 10,675.00
February	28	\$ 325.00	\$ 9,100.00	\$ 600.00	=	\$ 9,700.00
March	31	\$ 325.00	\$ 10,075.00	\$ 600.00	=	\$ 10,675.00
April	30	\$ 325.00	\$ 9,750.00	\$ 600.00	=	\$ 10,350.00
May	31	\$ 325.00	\$ 10,075.00	\$ 600.00	=	\$ 10,675.00
June	30	\$ 325.00	\$ 9,750.00	\$ 600.00	=	\$ 10,350.00
July	31	\$ 325.00	\$ 10,075.00	\$ 600.00	=	\$ 10,675.00
August	31	\$ 325.00	\$ 10,075.00	\$ 600.00	=	\$ 10,675.00
September	30	\$ 325.00	\$ 9,750.00	\$ 600.00	=	\$ 10,350.00

- Jan 1, 2023 thru Sept 30, 2023 = to 9 months (273 days) for the total Space Rental fee = \$88,725.00
- Jan 1, 2023 thru Sept 30, 2023 = to 9 months for the total Utility fee = \$ 5,400.00

FY2023 TOTAL = \$94,125.00

FY2024:

MONTH	#DAYS	PER DAY	MONTHLY	UTILITIES		MONTHLY TOTAL
October	31	\$ 325.00	\$ 10,075.00	\$ 600.00	=	\$ 10,675.00
November	30	\$ 325.00	\$ 9,750.00	\$ 600.00	=	\$ 10,350.00
December	31	\$ 325.00	\$ 10,075.00	\$ 600.00	=	\$ 10,675.00

- Oct 1, 2023 thru Dec 31, 2023 = to 3 months (92 days) for the total Space Rental fee = \$29,900.00
- Oct 1, 2023 thru Dec 31, 2023 = to 3 months for the total Utility fee = \$ 1,800.00

FY2024 TOTAL = \$31,700.00

FY2025:

FY2025 TOTAL = \$-0-

FY2026:

FY2026 TOTAL = \$-0-

FY2027:

FY2027 TOTAL = \$-0-

**LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)**

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

1. Affiant is the President & CEO (position - i.e. president, partner, trustee) of South Florida Fair ABC Eyes (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Landlord") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 9067 Southern Blvd
WPB, FL 33411

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 Landlord and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.

5. 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.

6. 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.

FURTHER AFFIANT SAYETH NAUGHT.

Victoria A Chouris Pres & CEO
Affiant
Print Affiant Name: Victoria A Chouris

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of [] physical presence or [] online notarization this 17 day of October, 2022, by Victoria A Chouris [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

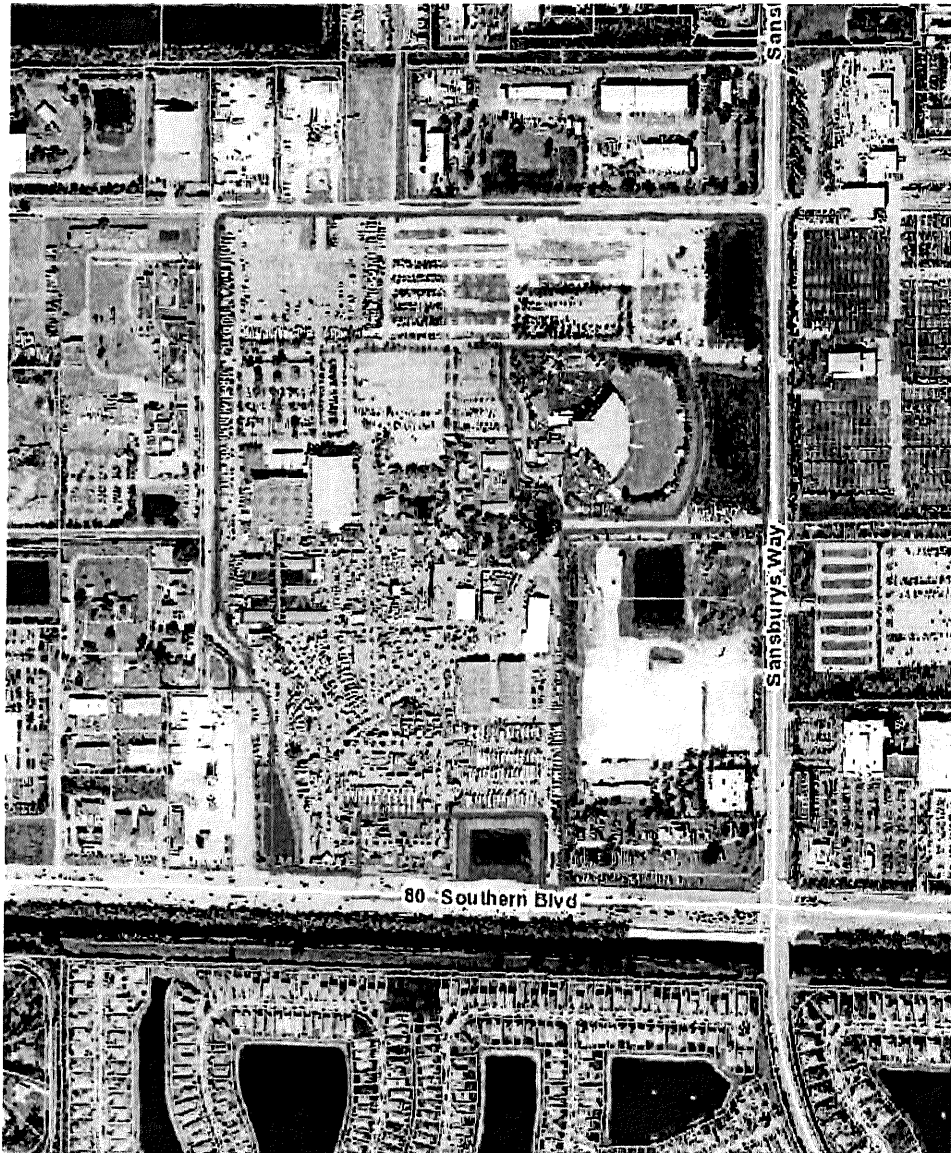
Lorie Astinson
Notary Public

Lorie Astinson
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large
My Commission Expires: May 28, 2023

EXHIBIT "A"

PROPERTY



00-42-43-27-05-007-0171



EXHIBIT "B"

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.

NAME	ADDRESS	PERCENTAGE OF INTEREST
<u>None. SOUTH FLORIDA FAIR AND PALM BEACH COUNTY EXPOSITIONS, INC. is a 501(c)(3) organization. There are no individuals or entities that have a beneficial interest in its assets.</u>		