

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 6, 2024 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 4 to License Agreement #2276 with South Florida Fair & Palm Beach County Expositions, Inc. for the continued use of 7,080 SF of storage space located at 9067 Southern Blvd. in West Palm Beach retroactively extending the term for an additional year from January 1, 2024 through December 31, 2024 at a rental rate of \$325 per day and utilities at \$900 per month.

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 expired on December 31, 2023. Fire Rescue has requested a twelve (12) month extension as it is still in need of storage space for supplies, including, but not limited to Personal Protective Equipment (PPE) Self-Contained Breathing Apparatus equipment, hurricane preparedness supplies, Community Risk Reduction Division program equipment, and supplies for the regular use of the fire stations; the Fair has agreed to the extension. This Amendment No. 4 will retroactively extend the term from January 1, 2024 through December 31, 2024. The rental rate will remain unchanged but the utility cost will increase from \$600 to \$900 per month. 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 Sections 119.071(3) (a) and 286.011, Florida Statutes. (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. On December 6, 2022, Amendment No. 3 (R2022-1437) was ratified by the Board to extend the lease for a period of one year from January 1, 2023 through December 31, 2023. 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. Location Map
- 2. Amendment No. 4 to License Agreement
- 3. Budget Availability Statement
- 4. Disclosure of Beneficial Interests

Recommended By:  1/26/24
Department Director Date

Approved By:  1/26/24
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$97,150</u>	<u>\$32,600</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$97,150</u>	<u>\$32,600</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No

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

Does this item include the use of state funds? Yes No

BUDGET ACCOUNT NO:

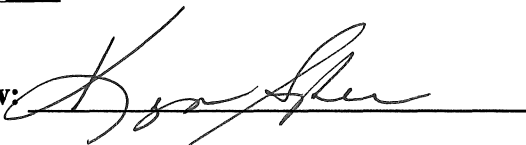
RENT: Fund: 1300 Dept: 440 Unit: 4209 Obj.: 4401

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 \$325.00 per day and utilities increase to \$900.00 monthly.

Fixed Asset Number N/A

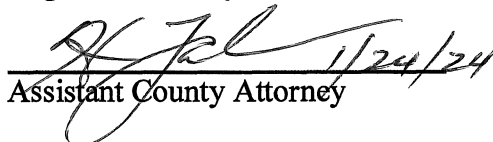
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 OFMB <u>1/16/24</u> GA <u>1/16/24</u> SW <u>1-16-24</u>	 Contract Development and Control <u>1/23/24</u>
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B. Legal Sufficiency:


 Assistant County Attorney 1/24/24

C. Other Department Review:


 Department Director

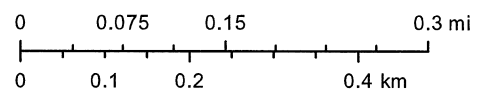
This summary is not to be used as a basis for payment.

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



December 20, 2023

1:9,028



LOCATION MAP

Attachment # 1

Attachment 2
Amendment No. 4 to License Agreement
6 Pages (2 Copies of Each)

**AMENDMENT NO. 4 TO
AGREEMENT**

This Amendment No. 4 (“Amendment”) to the Agreement is made as of _____, 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 thrice by Amendment No. 1 to Agreement (R2021-0397), Amendment No. 2 (R2021-1792) and Amendment No. 3 (R2022-1437) (collectively the “Agreement”); and

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

WHEREAS, the parties wish to establish the increased utilities for the extended term.

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, 2024, through December 31, 2024. 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. **EXHIBITS.** Exhibit B of this Agreement, as amended, (Schedule of space and operational costs) shall be replaced with the attached Exhibit B (Schedule of space and operational costs) attached hereto and made a part hereof.
4. **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.
5. **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.

FOR OFFICIAL USE ONLY. This document is confidential and exempt from disclosure pursuant to Florida Statutes 119.071(3) and 286.011. Do not copy or distribute without the express written permission of the Director of Palm Beach County Division of Emergency Management. Please handle, destroy and dispose of properly.

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

ATTEST:
**Joseph Abruzzo, Clerk of Circuit
Court and Comptroller**

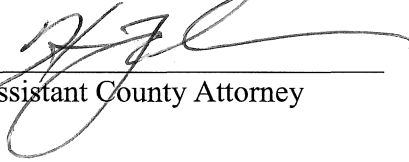
COUNTY:
**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

By: _____
Deputy Clerk

By: _____
Mayor

**APPROVED AS TO
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Assistant County Attorney

By: 
Department Director

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WITNESS:

FAIR:

SOUTH FLORIDA FAIR AND PALM BEACH COUNTY EXPOSITIONS, INC.

By: *Florance G. Thompson*

By: *Vicki A. Chouris, Pres. CEO*
Vicki Chouris, Pres., and CEO

Printed Name: *Florance G. Thompson*

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EXHIBIT "B"
Schedule of space and operational costs



Space Rental Quote
Operational Cost Estimate
Exhibit B to Contract When Executed

Event Name: PALM BEACH COUNTY FIRE RESCUE

Date : 10.17.2023

Event Dates: JANUARY 1-DECEMBER 31, 2024

Event Schedule: _____

Event: JANUARY 1-DECEMBER 31, 2024

The following is the rental quote for the facilities indicated below according to the above schedule.

Space Rental		Rate	Unit	Quantity	Rate	Quote
Move-In/Out Day	Expo Center East (49,051 S.F.)	2,475.00	day	0	0.00	0.00
Event Day	Expo Center East (49,051 S.F.)	4,950.00	day	0	0.00	0.00
Move-In/Out Day	1/2 of Expo Center East (24,525 S.F.)	1,375.00	day	0	0.00	0.00
Event Day	1/2 of Expo Center East (24,525 S.F.)	2,500.00	day	0	0.00	0.00
Move-In/Out Day	Expo Center West (35,700 S.F.)	1,650.00	day	0	0.00	0.00
Event Day	Expo Center West (35,700 S.F.)	3,300.00	day	0	0.00	0.00
Move-In/Out Day	Building 1 (7080 S.F)	500	day	0	0.00	0.00
Event Day	Building 1 (7080 S.F)	325	day	365	118,625.00	118,625.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
					0.00	0.00
Move-In/Out Day	Building 10 (11,490 S.F.)	750	day	0	0.00	0.00
Event Day	Building 10 (11,490 S.F.)	1500	day	0	0.00	0.00
Move-In/Out Day	Building 6-10 (31,172)	1375	day	0	0.00	0.00
Event Day	Building 6-10 (31,172)	2750	day	0	0.00	0.00
Event Day	Concourse	500	day	0	0.00	0.00
Event Day	Food buyout	2,500	day	0	0.00	0.00
	Facility Attendance Fee	1500	day	0	0.00	0.00
Total Space Rental					118,625.00	118,625.00

Signatures:
Promoter Acknowledges _____
Victoria A. Chouris: President/ CEO SFF
Date: _____

This is a working estimate only of anticipated operating charges relating to the above Event. It is based solely on information provided by the Licensee and is not intended to be a binding representation of cost. Actual cost will be determined by usage during the event period and prevailing rate at time of service.

Operational Cost

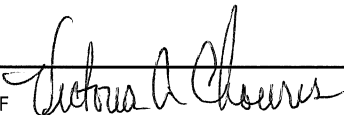
Utilities	Buildings/Area	Rate	Unit	Quantity	Cost	Actual
	Expo Center East (12 hour period)	1,547.00	day		-	\$ -
	Move In/Out Utilities Fee	552.50	day		-	\$ -
	Expo West Center (12 hour period)	1,547.00	day		-	\$ -
	Water & Sewage	250.00	event		-	\$ -
	Electric Building 6-10 (12 hour period)	750.00	event		-	\$ -
	Trash	500.00	event		-	\$ -
	Building 1	900.00	monthly	12	10,800.00	\$ 10,800.00
					-	\$ -
					-	\$ -
					-	\$ -
					-	\$ -
	AGRIPLEX Large Building (22,100 S.F.)	250.00	day		-	\$ -
	AGRIPLEX Show Ring (24,000 S.F.)	250.00	day		-	\$ -
	South Lot	250.00	day		-	\$ -
	Outside Hookups	85.00	hookups		-	\$ -
	Inside hookups	55.00	hookup		-	\$ -
	Building 6-10 (12 hour period)	1,547.00	day		-	\$ -
Personnel Charges:	PBSO DEPUTY	75.00	hour		-	\$ -
	PBSO SUPERVISOR	82.00	hour		-	\$ -
	Security Guard	24.00	hour		-	\$ -
	Overnight Security Guard	28.00	hour		-	\$ -
	Event Staff -event day	27.00	hour		-	\$ -
	Event Staff- setup	27.00	hour		-	\$ -
	Supervisor	38.00	hour		-	\$ -
	Event Clean-up	1,500.00	event		-	\$ -
	Electrician	44.00	hour		-	\$ -
	Carpenter	32.00	hour		-	\$ -
	Medical (EMT)	38.00	hour		-	\$ -
	Ticket Seller	18.50	hour		-	\$ -
	Ticket Taker	18.50	hour		-	\$ -
	Box Office Runner	21.50	hour		-	\$ -
	IT Specialist	38.00	hour		-	\$ -
	Parking Attendants- Supervisor	38.00	hour		-	\$ -
	Parking Attendants	22.00	hour		-	\$ -
Equipment Rental	Table	10.00	unit		-	\$ -
	Table 72"	12.00	unit		-	\$ -
	Table 60"	9.00	unit		-	\$ -
	Linen	15.00	unit		-	\$ -
	Padded Chairs	3.00	event		-	\$ -
	Metal Chairs	3.00	event		-	\$ -
	Radio	25.00	unit		-	\$ -
	Stage	4,500.00	event		-	\$ -
	Fencing	2.50	unit/day		-	\$ -
	Large Umbrella	375.00	unit/day		-	\$ -
	Risers- Seats 600 pax (104x28)	2,500.00	each		-	\$ -
	Risers -Seats 600 pax (74x 46)	2,500.00	each		-	\$ -
	Forklift (10,000 lb. capacity)	75.00	incl operator-2-hr min		-	\$ -
	Black Drape	1,000.00	event		-	\$ -
	Tent (20x40)	650.00	event		-	\$ -
	Ticket Printing	0.15	per ticket		-	\$ -
	Floorplan Setup Fee	275.00	event		-	\$ -
					\$ 10,800.00	\$ 10,800.00

Signatures:

Promoter Acknowledges

Victoria A. Chouris: President/ CEO SFF

Date: _____



RENTAL & OPERATIONAL SAVINGS	
Total Rental Savings	0.00
Total Operational Savings	0.00
TOTAL	0.00
AGREED RENTAL & OPERATIONAL ESTIMATE	
Total Rental Quote	118,625.00
Total Operational Estimate	10,800.00
TOTAL	129,425.00

Attachment 3
Budget Availability Statement
2 Pages

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 12/19/2023 REQUESTED BY: Victor B. Bactawar PHONE: (561) 233-0213
 POSITION: Real Estate Specialist FAX: (561) 233-0210

PROJECT TITLE: Fire Rescue storage Facility (SFF, Bldg.1 Amend 4) PROJECT NO.:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$97,150</u>	<u>\$32,600</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$97,150</u>	<u>\$32,600</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

ELECTRIC

FUND: 1300 DEPT: 440 UNIT: 4209 OBJ: 4301

IS ITEM INCLUDED IN CURRENT BUDGET: YES X 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 *Lucy Majumdar* DATE: 12/20/2023

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 01/01/2024 to 12/31/2024:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	<u>\$97,150</u>	<u>\$32,600</u>			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$97,150</u>	<u>\$32,600</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>

FY2024:

- The term of the Agreement is from Jan 1, 2024 thru Dec 31, 2024 (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 \$900.00.
-

MONTH	#DAYS	PER DAY	MONTHLY	UTILITIES		MONTHLY TOTAL
January	31	\$ 325.00	\$ 10,075.00	\$ 900.00	=	\$ 10,975.00
February	29	\$ 325.00	\$ 9,425.00	\$ 900.00	=	\$ 10,325.00
March	31	\$ 325.00	\$ 10,075.00	\$ 900.00	=	\$ 10,975.00
April	30	\$ 325.00	\$ 9,750.00	\$ 900.00	=	\$ 10,650.00
May	31	\$ 325.00	\$ 10,075.00	\$ 900.00	=	\$ 10,975.00
June	30	\$ 325.00	\$ 9,750.00	\$ 900.00	=	\$ 10,650.00
July	31	\$ 325.00	\$ 10,075.00	\$ 900.00	=	\$ 10,975.00
August	31	\$ 325.00	\$ 10,075.00	\$ 900.00	=	\$ 10,975.00
September	30	\$ 325.00	\$ 9,750.00	\$ 900.00	=	\$ 10,650.00

- Jan 1, 2024 thru Sept 30, 2024 = to 9 months (274 days) for the total Space Rental fee = \$89,050.00
- Jan 1, 2024 thru Sept 30, 2024 = to 9 months for the total Utility fee = \$ 8,100.00

FY2024 TOTAL = \$97,150.00

FY2025:

MONTH	#DAYS	PER DAY	MONTHLY	UTILITIES		MONTHLY TOTAL
October	31	\$ 325.00	\$ 10,075.00	\$ 900.00	=	\$ 10,975.00
November	30	\$ 325.00	\$ 9,750.00	\$ 900.00	=	\$ 10,650.00
December	31	\$ 325.00	\$ 10,075.00	\$ 900.00	=	\$ 10,975.00

- Oct 1, 2024 thru Dec 31, 2024 = to 3 months (92 days) for the total Space Rental fee = \$29,900.00
- Oct 1, 2024 thru Dec 31, 2024 = to 3 months for the total Utility fee = \$ 2,700.00

FY2025 TOTAL = \$32,600.00

FY2026:

FY2026 TOTAL = \$-0-

FY2027:

FY2027 TOTAL = \$-0-

FY2028:

FY2028 TOTAL = \$-0-

Attachment 4

Disclosure of Beneficial Interests

3 Pages

**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 Expo (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.

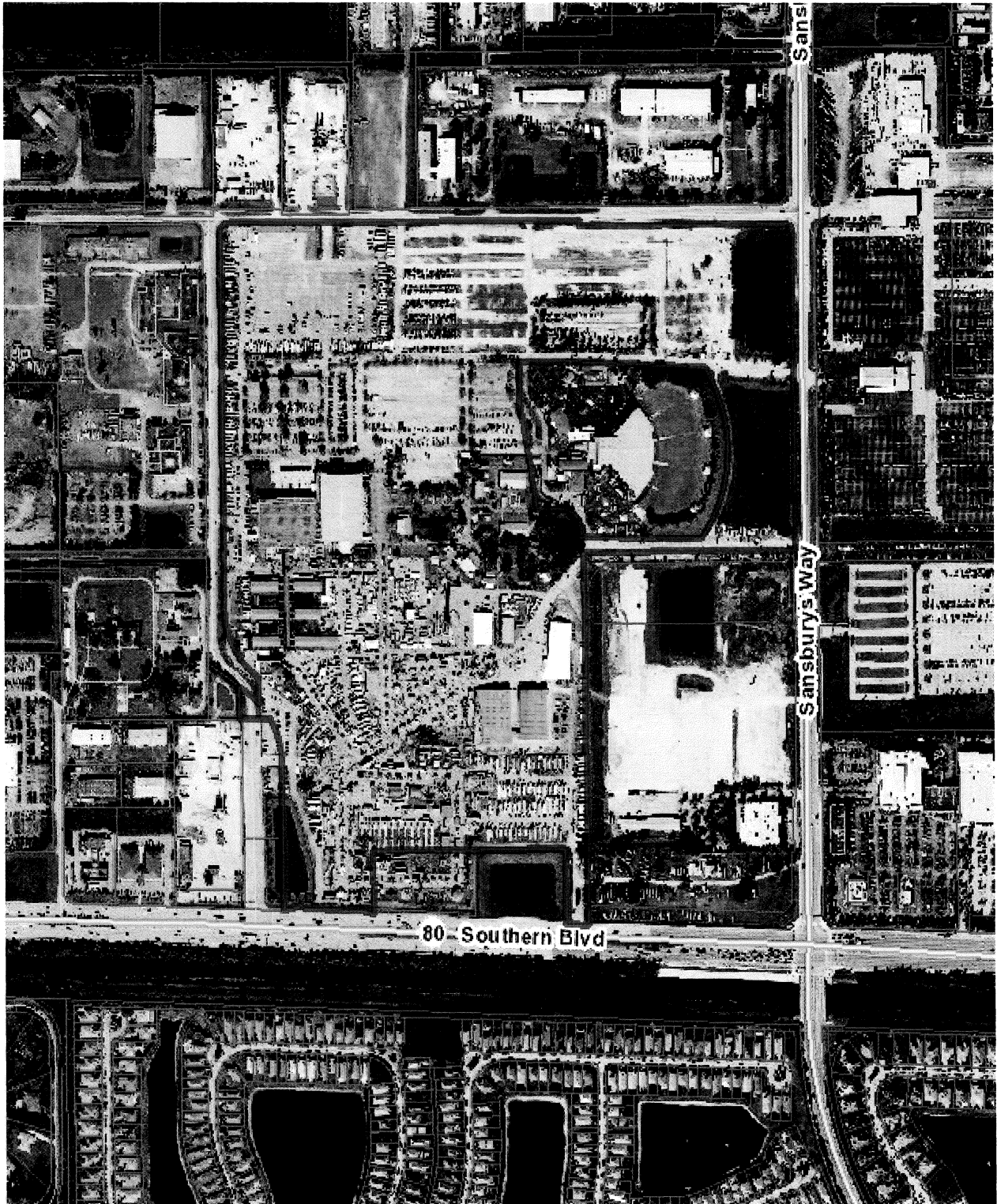
Lorie A Stinson
Notary Public

Lorie A Stinson
(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
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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.
