Agenda Item #: \_3B-1

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## **AGENDA ITEM SUMMARY**

| Meeting Date: | July 9, 2024             | [X] Consent [ ]<br>[ ] Ordinance | Regular<br>[ ] Public Hearing |
|---------------|--------------------------|----------------------------------|-------------------------------|
| Department:   | Planning, Zoning         | & Building                       |                               |
| Submitted By: | <b>Building Division</b> |                                  |                               |

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** payment in the amount of \$30,000 for the food, beverage and space rental of the Kravis Center, West Palm Beach, Florida for the Building Safety Conference & Expo on September 19, 2024.

**Summary:** The Palm Beach County Building Division of Planning, Zoning and Building, will be hosting a Building Safety Conference & Expo. This event is to promote and increase public safety awareness of life and property safety for the citizens of Palm Beach County. There will be Speakers and exhibitors providing information on fire safety, emergency management, building structures, resilience and climate change, floodplain management and flood map updates, health professionals and public safety in the built environment. This will also include panel discussion on new Tall Building Legislations, one-on-one discussions with design and construction professionals and providing continuing education workshops on various topics such as Ethics, Florida Accessibility, Laws & Rules and Building Code Amendments. **Unincorporated** (RM)

**Background and Justification:** On September 19, 2024, the Palm Beach County Building Division will host its first Building Safety Conference & Expo at the Raymond F. Kravis Center. This event will feature workshops and seminars that will provide information to homeowners, citizens, contractors.

### Attachments:

1. Kravis Center Invoice and agreement

2. Approved AIS for PB Partners Business Matchmaker Conference & Expo

Recommended by:

Department Director

Date

Approved By:

Deputy 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 | \$30,000 |      |      |      |      |
| External        |          |      |      |      |      |
| Revenues        |          |      |      |      |      |
| Program         |          |      |      |      |      |
| Income(County)  |          |      |      |      |      |
| In-Kind         |          |      |      |      |      |
| Match(County    |          |      |      |      |      |
| NET FISCAL      | \$30,000 |      |      |      |      |
| IMPACT          | \$30,000 |      |      |      |      |
| #ADDITIONAL     |          |      |      |      |      |
| FTE             |          |      |      |      |      |
| POSITIONS       |          |      |      |      |      |
| (CUMULATIVE     |          |      |      |      |      |

| External                |                      |                 |                        |              |         |
|-------------------------|----------------------|-----------------|------------------------|--------------|---------|
| Revenues                |                      |                 |                        |              |         |
| Program                 |                      |                 |                        |              |         |
| Income(County)          |                      |                 |                        |              |         |
| In-Kind<br>Match(County |                      |                 |                        |              |         |
| NET FISCAL              |                      |                 |                        |              |         |
| IMPACT                  | \$30,000             |                 |                        |              |         |
| #ADDITIONAL<br>FTE      |                      |                 |                        |              |         |
| POSITIONS               |                      |                 |                        |              |         |
| (CUMULATIVE             | 1                    |                 | <u> </u>               |              |         |
| Is Item Included in     | Current Rudget?      | Yes_X_          | No                     |              |         |
| Is this item using Fe   | -                    | Yes             |                        |              |         |
| <del>-</del>            |                      | Yes             |                        |              |         |
| Is this item using St   | ate runds?           | 1 es            | NO                     |              |         |
| Budget Assessmt No      | o. Fund 1400         | Dont 600        | Unit 6107 Ohio         | .at 1001     |         |
| Budget Account No       | ): Fulla <u>1400</u> | Dері <u>000</u> | Ollit <u>0107</u> Obje | CL_4001      |         |
|                         |                      |                 |                        |              |         |
| B. Recommended          | Sources of Fund      | ds/Summary o    | of Fiscal Impact:      | }            |         |
| *Funding for Building   |                      |                 |                        |              | oudget. |
|                         |                      |                 |                        |              |         |
|                         |                      |                 |                        |              |         |
| C. Departmental F       | 'iscal Review:       |                 |                        |              |         |
| , ,                     |                      |                 |                        |              |         |
| Slahar                  | 2~1                  |                 |                        |              |         |
| Cracia C                |                      |                 |                        |              |         |
|                         | ÌII.                 | REVIEW C        | DMMENTS:               |              |         |
| A. OFMB Fisca           | al and/or Contr      | act Dev. and    | Control <b>Co</b> mme  | nts:         |         |
|                         |                      |                 |                        | 1 0          | . 1     |
| $\sim 10^{-1}$          | Jout 7/3             | 10.0            | The und                | 1 Back       | Mal-1   |
| ( Kisch                 | Janh 113             | 12091           | 1/WW                   | 4 / [[]]aCA[ | 5/5/24  |
| VV 3 OFM                | $\mathbf{B}$         |                 | Contract Dev.          | & Control    |         |
|                         |                      |                 | Tool 2/3/24            |              |         |
| B. Legal Suffic         | iency                |                 | 11/04                  | -            |         |
|                         | 1-1                  | )<br>           |                        |              |         |
|                         | 7/81                 | 27              |                        |              |         |
| Assistant Co            | ounty Attorney       |                 |                        |              |         |
|                         | •                    |                 |                        |              |         |
|                         |                      |                 |                        |              |         |
| C. Other Depar          | rtment Review        |                 |                        |              |         |
|                         |                      |                 |                        |              |         |
|                         |                      |                 |                        |              |         |
|                         | Director             |                 |                        |              |         |
| vepar unent             | DUCTOL               |                 |                        |              |         |



Palm Beach Partners Business Matchmaker Conference & Expo - Friday, September 20, 2024

# **INVOICE**

# 36456870

| Qty    |   | Price             | Total        |
|--------|---|-------------------|--------------|
|        | Palm Beach County Planning, Zoning & Building Acc<br>Dept.Invoice | ounting           |              |
|        | Pay to the order of Lessing's Hospitality Group                   |                   |              |
| 1      | Site Fee on 9.19.2024   | \$700.00          | \$700.00     |
| 1      | Site Fee 9.20.2024  | \$700.00          | \$700.00     |
| 1      | EARLY SETUP ON 9.18.2024  | \$5,000.00        | \$5,000.00   |
|        |   |                   | Total        |
| Subtot | al  |                   | \$6,400.00   |
| Admin  | istrative Fee   | 13.0%             | \$832.00     |
| State  | Sales Tax EXEMPT 85-8012690984C-4                                 |                   | \$0.00       |
| Gratui | ty  | 12.0%             | \$768.00     |
| Maitre | 'd Gratuity on 9.19.24  |                   | \$175.00     |
| Maitre | 'd Gratuity on 9.20.24  |                   | \$175.00     |
| Kravis | Center A/V Charges  |                   | \$0.00       |
| Grand  | Total   |                   | \$8,350.00   |
| 1st de | posit (Check)   | Paid 4/4/2024     | -\$25,000.00 |
| 2nd D  | eposit Due (Due 5/21/2024)  | Unpaid            | \$30,000.00  |
| Estim  | ated Amount Due   |                   | -\$16,650.00 |
| F&B M  | <b>l</b> inimum   | \$50,000.00 Total |              |
|        |   | -\$6,400.00 Met   |              |



The following represents an agreement between the Lessing's Hospitality Group: Lessing's Florida Ventures III LLC as d/b/a Kravis Events and **PATRON** and outlines specific conditions and services to be provided:

Date: 3/15/2024

Event Name: Palm Beach Partners Business Matchmaker Conference & Expo

Patron: Palm Beach Partners Business Matchmaker Conference & Expo

Patron Contact: Seabron Smith

Phone Number: 561-573-1202

E-Mail Address: seabron1@TEDcenter.org

Mailing Zip Code:

Venue: Lessing's Florida Ventures III LLC d/b/a Kravis Events

FUNCTION DATE(S): Wednesday, September 18, 2024 Thursday, September 19, 2024 & Friday, September 20, 2024

#### **FUNCTION INFORMATION/EVENT AGENDA**

|   | Date                          | Start Time | End Time | Function        | Location       | Attendance | Site Fee |
|---|-------------------------------|------------|----------|-----------------|----------------|------------|----------|
| - | Wednesday, September 18, 2024 | 7:00pm     | 12:00am  | Set Up          | PFH & Ballroom |            | \$5,000  |
|   | Thursday, September 19, 2024  | 8:00am     | 5:00pm   | Day 1 Symposium | PFH & Ballroom | 350        | \$700    |
|   | Friday, September 20, 2024    | 8:00am     | 6:00pm   | Day 2 Symposium | PFH & Ballroom | 350        | \$700    |

<sup>\*</sup>Client may extend the event and bar for an additional hour at \$10++ per person

#### **FUNCTION SPACE**

The Lessing's Hospitality Group reserves the right to charge for function space as needed, or to make changes in the function space in the event of changes to the final program original number of attendees. The applicable site fee is listed under the Function Information/Event Agenda clause of this agreement above.

#### **TIMING OF EVENT**

You agree to begin your event promptly at the scheduled time and agree to vacate the designated function space at the closing hour indicated. Additional site fee will apply to extend the function. You further agree to reimburse Kravis Events for any overtime wage payments or other expense incurred by Kravis Events because of your failure to comply with this Agreement.

#### **MINIMUM EXPENDITURE**

We have reserved appropriate function space and offered you pricing based on your expected attendance. By signing this Agreement, you are agreeing to a minimum expenditure of \$56,400.00 (not inclusive of service charge and tax), consisting of a 5 hour set up on 9/18/2024 for \$5,000.00 plus \$50,000.00 in food and beverage for 9/19/2024 and \$700.00 in site fee plus \$50,000.00 in food and beverage for 9/20/2024 and \$700.00 in site fee for your function regardless of your actual attendance. If you do not reach this food and beverage minimum, the balance will be charged as additional room rental and will be added to your final total. If final attendance exceeds the expected number of guests, the price of your function will be based on the per person charge multiplied by the final number of guests, plus any applicable site fee/room rental.

#### **MENU**

Final menu selection and set-up details need be arranged at least 30 days in advance of your function. A banquet event order will be provided once the menu selections have been made.

#### **GUARANTEES**

In arranging for private functions, guarantees are required for catered events as well as meetings. It is the sole responsibility of the representative of **PATRON** to provide the Lessing's Hospitality Group with this information. An <u>estimated</u> number of guests expected is required at least <u>two weeks</u> prior to the event. This assists with the preparation and staffing of your event. A final guarantee will be due five (5) business days prior to the event date, by 10:00 am on 9/12/2024 along with the final prepayment. The guest count cannot be reduced after this date. If the final guarantee of attendance is not communicated to us, we will consider the last expected guest count as the guarantee for the function and charge accordingly. We will be prepared for 5% above the final guarantee <u>up to 20 quests</u>. A \$25.00 per person charge will be applied to any increase in guarantee received 48 hours prior to your event.

#### SERVICE CHARGE AND STATE SALES TAX

A service charge will be added to the food, beverage, site and ceremony fee totals for the function, currently 25% (13% admin fee and 12% gratuity). By state law, state sales tax, currently 7%, will be added to the total cost, including the admin fee portion of the service charge.

Suggested Maitre D Gratuity: \$175 for 9/19 and \$175 for 9/20

#### **DEPOSITS**

An advance deposit and full pre-payment are required to secure space for your event. Under such circumstance, failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by the **PATRON** and the **PATRON** shall be liable for amounts as described in the cancellation provisions. Advance deposits are non-refundable, unless Lessing's is able to re-book the ballroom (see Cancellation clause below). The following schedule is required for deposits and payments:

| Deposit Type      | Due Date  | Amount Due                |
|-------------------|-----------|---------------------------|
| First Deposit     | 3/29/2024 | \$25,000.00               |
| Second Deposit    | 5/21/2024 | \$25,000.00               |
| Final Pre-payment | 9/12/2024 | 100% of estimated charges |

If payments are not received within the 10 days of due date, the event will be cancelled and made available for re-booking. If **PATRON** fails to pay any charges under this Agreement, **PATRON** shall be responsible for all of the Lessing's Hospitality Group's expenses in collecting such amounts including

reasonable attorney and collection costs.

#### **Final Payment**

Final payment is due no later than five (5) business days prior to function.

#### **Payment Methods**

Credit cards will be accepted for a maximum of \$5,000. Any additional payments made by credit card will be subject to a 3% processing fee. Checks should be made payable to Lessing's Hospitality Group. Personal checks will not be accepted for final payments. Please use a Company Check, Bank or Certified Check, Cash, or Wire Transfer.

#### CANCELLATION

In the event **PATRON** cancels the function with a signed cancellation agreement, Lessing's will make diligent efforts to rebook the contracted Banquet room for a "comparable function," which is defined as a function whereby the total contract price less the cost of performance of the replacement function is greater than or equal to total contract price less the cost of performance of **PATRON'S** function (the "Price Difference").

In the event Lessing's is able to rebook the contracted Banquet room for a comparable function, **PATRON** will be refunded all deposits and advanced payments less a cancellation processing fee equal to \$500.00. Lessing's shall refund such surplus to **PATRON**: (i) within net 30 days of rebooking; (ii) within net 30 days from the original event date, or (iii) within net 10 days of **PATRON'S** written notice waiving the rebooking period, whichever is earlier.

If Lessing's is unable to rebook the contracted Banquet room, or if **PATRON** gives written notice to Lessing's waiving the rebooking period, then **PATRON** shall pay to Lessing's a cancellation fee (except in the case of a Force Majeure) by payment of liquidated damages as indicated below. The parties agree and understand that in the event of a cancellation, our actual damages would be difficult to determine. Should **PATRON** cancel the function or move the function to another facility or city, such decision would constitute a breach of its obligation to the Lessing's Hospitality Group and the Lessing's Hospitality Group would be harmed. Therefore, the parties agree to the following terms and amounts paid as liquidated damages:

- Date of Signature to 366 days prior to function
- 365 days to 181 days prior to function
- 180 days to 90 days prior to function
- 89 days to 31days prior to function
- . 30 days to day of function

30% of total estimated F&B revenue 50% of total estimated F&B revenue 70% of total estimated F&B revenue 80% of total estimated F&B revenue 100% of total estimated charges

#### **BEVERAGE**

The Lessing's Hospitality Group is responsible for the sale and service of alcoholic beverages as regulated by the state of Florida. The Lessing's Hospitality Group's alcoholic beverage license requires the Lessing's Hospitality Group to (1) request proper proof of legal age to consume alcohol, (2) refuse alcoholic beverage service if the person cannot provide the proper identification, (3) refuse alcoholic beverage service to any person who, in our judgment, appears intoxicated, (4) **PATRON** has been advised that as part of Responsible Vendor Service, Bartenders are trained to serve responsibly, this includes a "No Shots" policy.

#### **FOOD AND BEVERAGE REMOVAL**

Due to food safety regulations, the removal of food and beverage from the ballroom and function spaces is not permitted at any time.

#### **OUTSIDE FOOD AND BEVERAGE**

The Lessing's Hospitality Group does not allow food and beverage to be brought into the Venue function spaces at any time unless approved in writing by the General Manager.

#### **EVENT PARKING**

Valet Parking for the Event can be contracted directly with the Kravis Center preferred Valet Company: Florida Valet - Manny Kavekos 561-793-9464

Self-parking is complimentary.

#### **AUDIO VISUAL**

The Kravis Center's Technical Department is the exclusive provider of Audio-Visual Services for all spaces within the Cohen Pavilion. All pricing and AV related charges are handled by Kravis Center's Technical Department. The Center's Technical Team will coordinate with **PATRON** regarding all needed services and manage all Audio-Visual elements of the event required to make the event successful, including scheduling, setup, and breakdown. These services include but are not limited to:

Event Production and Management, Live Sound Reinforcement, Video and Projection Services,

Stage and Décor Lighting, Pipe and Drape, Computer and Peripheral Rentals, Backline and Stage Rentals, Rigging Services, Teleprompter Services, Teleconference Services.

Videotaping/Live Broadcasting for events will not be allowed on property without pre-approval from The Kravis Management. If approved, videotaping/live broadcasting must be coordinated in advance with The Kravis Center's Technical Department: Matt Wilt 561-651-4202.

When specialized outside support is needed, the Kravis Center's Technical team will approve and supervise those vendors.

#### **DISPLAYS AND DECORATIONS; PERSONAL PROPERTY**

All displays and/or decorations, and the delivery and removal of such items, shall be subject to the prior written approval of Lessing's in each instance. Any contact concerning such displays and/or decorations and any personal property of **PATRON** or guests, invitees or independent contractors engaged by **PATRON**, shall be at the sole risk and expense of **PATRON**. **PATRON** and all persons providing display and/or decoration shall comply with all flame proofing and other laws and regulations. It is not permitted to tape, nail, and glue or use any other method of affixing or displaying any item without the prior written approval of the Facility. In the event of damages, the **PATRON** agrees to pay same as part of the final invoice of the Event.

Upon prior reasonable notice to the Lessing's Group from **PATRON**, Lessing's shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Lessing's premises by other guests. **PATRON'S** contracts with its contractors will all specify that contractor and the **PATRON** will indemnify and hold Lessing's harmless from any and all damages or liabilities which may arise by such Contractors or through their use.

Lessing's reserves the right to approve all outside vendors/contractors hired for use by the **PATRON** in the Venue, and may supply a list of approved contractors and vendors. Lessing's must be notified in advance of any proposed vendor. The **PATRON** and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Lessing's premises and proof of adequate general liability coverage for the **PATRON** and/or outside contractors' activities while on Lessing's premises, and must comply with all other similar requirements that Lessing's deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Lessing's services.

The use of confetti, glitter and any sprinkled or tossed items that require excessive clean-up are not permitted unless approved in writing by the Kravis Center Technical Department, and a clean-up fee of \$1,500 will apply.

#### **ADDITIONAL FEES**

#### **Audio Visual**

(See Audio Visual Clause)

#### Room Set Up

Should advance setup (more than 3 hours) or late teardown be required, an additional site fee, or overnight supervisor fee may be incurred.

#### Labor Charges

If applicable, charges for Bartenders, Cashiers, Action Station Chefs, and/or additional Servers may apply at the prevailing rate, currently \$175 each plus 25% service charge and 7% tax.

#### PRICE INCREASES

All printed Catering menu and site fee prices are subject to change without notice. Notwithstanding the foregoing, all contracted prices will be honored during the period from the date hereof to and including the date of the function.

#### **SECURITY**

If by our sole judgment it is determined that you need uniformed security personnel to maintain adequate security measures in light of the size and/or nature of your function, Kravis Center Security is the required partner to arrange any security needs, and will be at the expense of the **PATRON**.

#### **ADVERTISING**

All use of the Lessing's Hospitality Group name, likeness, photographs or logos must be approved in writing prior to use.

#### **LESSING'S POLICIES**

Logo: The Group shall not use the name, trademark or logo or any other proprietary designation of Lessing's in any advertising or promotional material without the prior written permission of Lessing's. Group shall comply with the terms and conditions required by Lessing's for such use.

Signage: Signs and banners are subject to approval to be displayed in the public areas. You are responsible for the removal of all decorations at the conclusion of the function. We are not responsible for any loss or damage to your property and do not maintain insurance covering it.

#### **DELIVERIES**

Arrangements for delivery of packages should be made through your catering representative. All packages sent to the property must be prepaid. Due to limited storage space, long-term storage of packages or equipment is not possible. Items stored for more than three (3) days may incur additional charges.

#### **PYROTECHNICS**

No indoor pyrotechnics or other incendiary devices are allowed in the Venue. This includes sparklers. Any planned outdoor pyrotechnics must be approved by the local fire department and comply with all municipal codes

#### **AUXILIARY AIDS**

The Lessing's Hospitality Group represents and you acknowledge that the Venue facilities being rented for you will comply with our public accommodation requirements under the Americans with Disabilities Act. You agree by **9/12/2024** you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. You agree to pay all charges associated with the provision of such aids by the Venue.

#### **FORCE MAJEURE**

No damages shall be due for a failure of performance occurring due to Acts of God, including, but not limited to, hurricanes, floods, or storms of any kind, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Lessing's Hospitality Group shall have no liability for power disruptions of any kind. Notwithstanding, based on the **PATRON'S** choice, Lessing's Hospitality Group will either refund **PATRON** any amounts paid and will not require any further payment by **PATRON**, or reschedule the function to a mutually agreeable date.

#### **NON-PERFORMANCE**

The Lessing's Hospitality Group should not be liable for non-performance of this Agreement when such non-performance is attributable to labor troubles, or strikes, accidents, government (State, Federal and Municipal) regulations of, or restrictions upon travel or transportation, non-availability of food, beverage, supplies, riots, national emergencies, acts of God including hurricanes and floods, and other clauses whether enumerated herein or not, which are beyond the reasonable control of The Lessing's Hospitality Group, preventing or interfering with the Lessing's Hospitality Group's performance.

Lessing's shall not be liable for any personal property that is missing, left unattended, left behind or lost by **PATRON**, **PATRON'S** guests or Outside Services provided by **PATRON**. Lessing's shall not be liable for utility outages including but not limited to water, natural gas and electricity.

In no event shall Lessing's liability for breach of this contract be in excess of the total amount of this contract.

The **PATRON** agrees to conduct the Event in an orderly manner and in full compliance with applicable laws, regulations and rules. The facility reserves the right, in its judgment, to exclude or reject from the facility any person engaged in objectionable behavior and shall not incur any liability by reason thereof.

In the event of damages to the premises caused by PATRON, PATRON'S guests, PATRON'S vendors or PATRON'S outside services, the PATRON agrees to pay same as part of the final invoice of the Event. In the event Lessing's is required to bring any action or proceeding to enforce the terms of this Contract, and any action or proceeding brought by Lessing's is successful, PATRON agrees to reimburse Lessing's for reasonable attorney's fees and costs.

To the extent permitted by law, the Client shall indemnify, defend and hold harmless Lessing's and its employees and agents from all claims, demands, judgments, losses or damages to persons or property, governmental charges, penalties or fines, and costs (including attorneys' fees) arising out of or in connection with the event, any act, omission, negligence or misconduct of **PATRON**, or any of **PATRON'S** agents, guests, vendors, or invitees in connection with this Contract, except those claims arising out of gross negligence or willful misconduct of Lessing's. Lessing's reserves the right to remove individuals/ groups who violate the terms of this Agreement from the event.

#### **AUTHORITY**

The persons signing the contract on behalf of Lessing's and **PATRON** each warrant they are authorized to make agreements and to bind their principals to this contract.

#### MISCELLANEOUS PROVISIONS

This contract is made and to be performed in West Palm Beach, Florida, and shall be governed by and construed in accordance with Florida law. By executing this contract, PATRON consents to the exercise of personal jurisdiction over it by the State courts of the State of Florida. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the PATRON and the Lessing's 's designated representative. No representative of Lessing's has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. PATRON may not assign any benefits arising under or associated in any way with this contract without prior consent of Lessing's. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its reasonable attorneys' fees and costs incurred therein. Any legal action in connection with this contract shall be brought or maintained only in the courts of the State of Florida and only in Palm Beach County.

#### **ACCEPTANCE**

All of the above facilities and services are being held on a first option tentative basis until 3/29/2024. After that date, all contractual items noted herein shall be null and void unless notified in writing by **PATRON**.

Should another organization request the same set of dates and desire to confirm prior to your option date, you will be notified and given twenty-four (24) hours to sign this Agreement. If the signed agreement is not returned within twenty -four (24) hours, space will be released to the other Patron.

Please initial each page, sign and return a copy of this Agreement by 3/29/2024. Both parties must initial any changes to this Agreement. This Agreement will constitute a binding contract between the parties. If this Agreement is not received by the date above, all function rooms and meeting space referred to herein will be released, and neither party will have any further obligations under this Agreement. There are no other representations, implied or oral, between The Lessing's Hospitality Group and **PATRON** with respect to this agreement.

The Management and staff of The Lessing's Hospitality Group look forward to serving as your host.

Client Signature

# **Electronic Signature**

Printed Name: Seabron A. Smith Signed: 3/29/2024 at 11:37 am

Seabron A. Smith

Kravis Center General Manager Signature

# **Electronic Signature**

Printed Name: Michele Palischak Signed: 3/29/2024 at 11:47 am

Michele Palischak

Invoice Number: 34981297

#### The Lessing's Hospitality Group

The following represents an agreement between the Lessing's Hospitality Group:

Lessing's Florida Ventures III LLC d/b/a Kravis Events and PATRON and outlines specific conditions and services to be provided.

#### **Client Contact Information:**

Patron: Palm Beach Partners Business Matchmaker Conference & Expo

Patron Contact: Seabron Smith

Phone Number: 561.573.1202

Email Address: seabron1@TEDcenter.org

Mailing Zip Code:

Venue: Lessing's Florida Ventures III LLC d/b/a Kravis Events

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| INVOICE  |   |                           |
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|  |   |                           |
| Event Date(s): Friday, September 20, 2024      |   |                           |
| Event Date(s): Friday, September 20, 2024      |   |                           |
|  |   |                           |
|  |   |                           |
| <u>Deposit Schedule</u>                        |   |                           |
| First Deposit                                  | 3/29/2024                               |                           |
| Second Deposit                                 | 5/21/2024                               | \$25,000.00               |
| Final Pre-Payment                              | 9/12/2024                               |                           |
| rinai rie-rayinent                             | 3/12/2024                               | 100% of Estimated Charged |
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| Please make your deposit payments by check pay | able to The Lessing's Hospitality Group |                           |
| Thease make your deposit payments by check pay | and to the Lessing a nospitality Group  |                           |
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Agenda Item #: 3GG-1

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

| Meeting Date: Jul | ly 2, 2024        | [X] Consent   | [ ] Regular                          |
|-------------------|-------------------|---|--------------------------------------|
| Department:       | Administration    | [ ] Ordinance   | [ ] Public Hearing                   |
| Submitted By:     | Department of Air | usiness Opportunity (OF ports (DOA), Departme (ED), and Palm Tran | EBO).<br>ent of Housing and Economic |

### I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends a motion to approve:** payment in the amount of \$5,000 for participation in the 18<sup>th</sup> Annual Palm Beach Partners Business Matchmaker Conference & Expo, which will be held on September 20, 2024.

Summary: The Palm Beach County Office of Equal Business Opportunity, Department of Airports, Department of Housing and Economic Development, and Palm Tran are partnering with the South Florida Water Management District (SFWMD), the School District of Palm Beach County, the City of West Palm Beach, the Center for Technology, Enterprise & Development, Inc. (TED Center), and the Solid Waste Authority (SWA) to present the 2024 Business Matchmaker Conference & Expo. This is the 18<sup>th</sup> Annual Matchmaker Conference & Expo held in Palm Beach County. Palm Beach County will contribute a total of \$5,000 with the County's contribution broken down as follows: the Office of Equal Business Opportunity – \$1,250, Department of Airports – \$1,250, Department of Housing and Economic Development – \$1,250, and Palm Tran – \$1,250. Payment will be made on or before July 15, 2024, to the TED Center, the fiscal agent for the conference. The conference and expo will provide Small Business Enterprise owners an opportunity to collaborate with larger businesses in an effort to increase business opportunities and knowledge of programs offered by the above listed governmental and non-profit partners. Countwide (RS)

**Background and Justification:** On September 20, 2024, the Palm Beach Partners will present the 18<sup>th</sup> Annual 2024 Business Matchmaker Conference & Expo at the Kravis Center. This event will feature workshops and seminars that will provide information to Small/Minority/Women Business Enterprise (S/M/WBE) owners. Additionally, one-on-one business matchmaking appointments will be made available for conference participants to meet with key staff from Palm Beach County, the SFWMD, School District of Palm Beach County, the City of West Palm Beach, the TED Center, the SWA, and Event Sponsors.

### Attachments:

- 1. Overview of Business Matchmaker Conference & Expo
- 2. 2024 Partner Invoice
- 3. The Center for Technology, Enterprise & Development, Inc. W9

| Recommended By: |                | hasan                          | 6/12/24           |
|-----------------|----------------|--------------------------------|-------------------|
| ,               | De             | epartment Director             | Date              |
| Approved By:    | County/Deputy/ | Assistant County Administrator | 6/13/2024<br>Date |

## II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

| Fiscal Years           | 2024    | 2025 | 2026 | 2027 | 2028 |
|------------------------|---------|------|------|------|------|
|                        |         |      |      |      |      |
| Capital                | ·       |      |      |      |      |
| Expenditures           |         |      |      |      |      |
| <b>Operating Costs</b> | \$5,000 |      |      |      |      |
| External               |         |      |      |      |      |
| Revenues               |         |      |      |      |      |
| Program                |         |      |      |      |      |
| Income(County)         |         |      |      |      |      |
| In-Kind                |         |      |      |      |      |
| Match(County           |         |      |      |      |      |
| NET FISCAL             |         |      |      |      |      |
| IMPACT                 | \$5,000 |      |      | •    |      |
| #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:      | Fund | Dept. | Unit | Object |
|-------------------------|------|-------|------|--------|
| OEBO                    | 0001 | 768   | 7658 | 4801   |
| Airports                | 4100 | 120   | 1110 | 4809   |
| Housing & Economic Dev. | 1539 | 143   | 2102 | 4941   |
| Palm Tran               | 1340 | 540   | 5160 | 4809   |

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

| epartmental Fiscal Review:     |                          |
|--------------------------------|--------------------------|
| III. REVI                      | EW COMMENTS:             |
| OFMB Fiscal and/or Contract De | v. and Control Comments: |
| OFMB                           | Contract Dev. & Control  |
| Legal Sufficiency              |                          |
| Assistant County Attorney      |                          |
| Other Department Review        |                          |
| Qua Rulia                      | Constitution of the      |

Department Director, Ralm Tran

Départment Director, Airports

Department Director, HED

# 2024 Palm Beach Partners Business Matchmaker Conference & Expo

On September 20, 2024, from 8:30 a.m. to 6:00 p.m., the 2024 Business Matchmaker Conference & Expo will be held at the Kravis Center.

The Palm Beach Partners are the official presenters of the 2024 Business Matchmaker Conference & Expo. The Partners consist of the Palm Beach County Board of County Commissioners (Office of Equal Business Opportunity, Department of Airports, Department of Housing and Economic Development and Palm Tran), the School District of Palm Beach County, City of West Palm Beach, South Florida Water Management District (SFWMD), Center for Technology, Enterprise & Development, Inc. (TED Center), and Solid Waste Authority (SWA). Each entity offers technical assistance, consolidated resources, and serves as small business advocates.

The goal of this conference is to bring state, county, and local government agencies, major corporations, and small businesses together to match the multitude of disciplines needed to participate on major contracts. During this conference, the Palm Beach Partners will have an opportunity to increase their certification databases; small business owners will meet with other businesses, both large and small, and major corporations will enhance their list of small business subcontractors.

Large companies will benefit by meeting face-to-face with small business owners who can provide goods and services. This benefit also extends to private sector bids and other third-party agreements.

Conference attendees will receive access to an opening plenary session, all workshops, one-on-one government/private agency consultations, a keynote speaker and awards presentation.

## Palm Beach Partners Business Matchmaker Conference & Expo

c/o The TED Center 401 W. Atlantic Ave. Suite O9 Delray Beach, FL 33444 
 Date
 Invoice #

 4/30/2024
 \$208

**Invoice** 

Bill To

PBC Office of Equal Business Opportunity c/o Tonya Davis Johnson 50 South Military Trail Suite 2N-172 West Palm Beach, FL 33415

| P.O. No.   | Terms  | Due Date         | Account #           | Project    |
|--|--|------------------|---------------------|------------|
|  | Due on receipt                                       | 4/30/2024        |                     |            |
| Des  | cription   | Qty              | Rate                | Amount     |
| Business Matchmaker C  | 2024 Palm Beach Partners<br>onference and Expo-PBC   |                  | 1,250.00            | 1,250.00   |
| Business Matchmaker C  | 2024 Palm Beach Partners<br>onference and Expo-PBC   |                  | 1,250.00            | 1,250.00   |
| Business Matchmaker C  | 2024 Palm Beach Partners<br>onference and Expo- Palm |                  | 1,250.00            | 1,250.00   |
| Fran<br>Partner Commitment for<br>Business Matchmaker C<br>Expo-Department of Hou<br>Development |  |                  | 1,250.00            | 1,250.00   |
|  |  |                  |                     |            |
|  |  |                  |                     |            |
|  |  |                  |                     |            |
|  |  |                  |                     |            |
|  |  | _                |                     |            |
| Note:The TED Center, Inc2024 Fiscal Agent for PBP Business<br>Matchmaker Conference & Expo       |  | Total            | \$5,000.00          |            |
|  |  | Payments/Credits | \$0.00              |            |
|  |  |                  | Balance Due         | \$5,000.00 |
| Phone #  |  | Web Site         |                     |            |
| 561-265-3790   |  |                  | www.pbmatchmaker.co |            |

# Form W=9 (Rav. October 2018) Department of the Treasury

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

| internal  | Revenue Service   | ► Go to n   | rww.irs.gov!  | FormW9 for instr     | uctions and the late                                | st inform   | natio                                  | n.      |   |                 | 5e              | na u            | ว เก  | e ir       | <b>J</b> . |
|---|---|---|---|----------------------|---|-------------|--|---------|---|-----------------|-----------------|-----------------|-------|------------|------------|
|   | 1 Name (as shown  | on your income tax.return   |   |                      |   |             |  |         |   |                 |                 |                 |       |            |            |
|   | Center for Tec  | hnology, Enterprise   | e and Deve  | lopment. Inc.        |   |             |  |         |   |                 |                 |                 |       |            |            |
|   |   | disregarded entity name, if   |   |                      |   | <del></del> |  |         |   |                 |                 |                 |       |            |            |
|   | TED Center  | • • •   |   |                      |   |             |  |         |   |                 |                 |                 |       |            |            |
| લ   |   |   |   |                      |   |             |  |         |   |                 |                 | loodo           |       | .h         | 1          |
| page  |   | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the<br>following seven boxes. |   |                      |   |             |  | une .   | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): |                 |                 |                 |       |            |            |
| e.<br>ns on   |   | ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Ti single-member LLC  |   |                      |   |             | st/est                                 | ate     | Exe   | mpt pa          | ayee c          | ode (i          | f any | )          |            |
| 돌을  | ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Pertnership) ➤   |   |   |                      |   |             |  |         |   |                 | •               |                 | •     |            |            |
| Print or type.<br>Specific instructions on  | Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes, Otherwise, a single-member LLC that |   |   |                      |   |             | ando lif and                           |         |   |                 |                 |                 |       |            |            |
| _ €   |   | d from the owner should d   |   |                      |   |             |  |         | 1   |                 |                 |                 |       |            |            |
| 20  | Other (see in:  |   |   |                      |   |             |  |         | (Applies to accounts maintained outside the U.S.)   |                 |                 |                 |       |            |            |
| ឆ្ន   | 1   | er, street, and apt. or suite   | no.) See instru   | ctions.              |   | Request     | equester's name and address (optional) |         |   |                 |                 |                 |       |            |            |
| See   |   | 401 W. Atlantic Avenue, Suite O9  |   |                      |   |             |  |         |   |                 |                 |                 |       |            |            |
|   | 6 Cily, state, and  |   |   |                      |   | 1           |  |         |   |                 |                 |                 |       |            |            |
|   | Delray Beach,   |   |   |                      |   |             |  |         |   |                 |                 |                 |       |            |            |
|   | 7 List account nur  | nber(s) here (optional)   |   |                      |   |             |  |         |   |                 |                 |                 |       |            |            |
|   |   |   |   |                      |   |             |  |         |   |                 |                 |                 |       |            |            |
| Pa  | tl Taxpa  | yer Identification  | Number (  | TIN)                 |   |             |  |         |   |                 |                 |                 |       |            |            |
|   | your TIN in the ap  | propriete box. The TIN  | provided mu   | st match the nam     |   |             | Soc                                    | lai se  | ourit   | nun y           | ber             |                 |       |            |            |
| backup withholding. For Individuals, this is generally your social security number (SSN). However, for a  |   |   |   |                      |   |             | 7                                      | _ [ _   | Г   |                 | T               | T               | T     |            |            |
| resident allen, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN), if you do not have a number, see How to get a      |   |   |   |                      |   |             |  | _       |   | -               | _ 1             |                 |       |            |            |
| TIN,  |   | y   | \ ye Ju   |                      | g   | -           | or                                     |         |   |                 |                 |                 |       |            |            |
|   |   | in more than one name   |   |                      | Also see What Name                                  | and         | Em                                     | ploye   | r ide:  | rtifica         | tion r          | nup             | or    |            | $\Box$     |
| Number To Give the Requester for guidelines on whose number to enter.   |   |   |   |                      |   | -           | Γ                                      | 1-      | T.  | 1               | ,               |                 |       |            |            |
|   |   |   |   |                      |   |             | 6                                      | 5       | _   | 0 3             | 6               | 2               | 7     | 1   1      | 0          |
| Par   | tll Certif  | ication   |   |                      |   |             |  |         |   |                 |                 |                 |       |            |            |
| Unde  | er penalties of perj  | ury, I certify that:  |   |                      |   |             |  |         |   |                 |                 |                 |       |            |            |
|   |   | on this form is my corre  |   |                      |   |             |  |         |   |                 |                 |                 |       |            |            |
| Se  | ervice (IRS) that I a   | packup withholding bed<br>on subject to backup w  | ithholding as   |                      |   |             |  |         |   |                 |                 |                 |       |            |            |
|   | •   | backup withholding; ar  |   |                      |   |             |  |         |   |                 |                 |                 |       |            |            |
|   |   | r other U.S. person (det  | •   |                      |   |             | _                                      |         |   |                 |                 |                 |       |            |            |
|   |   | entered on this form (if  |   | -                    |   | -           |  |         |   |                 |                 |                 |       |            |            |
| you i   | nave failed to repor  | ns. You must cross out<br>t all interest and dividend<br>nent of secured properts<br>dividends, you are not re  | ds on your tax<br>, cancellation  | return. For real est | tate transactions, item<br>ons to an individual ret | 2 does no   | ot ap                                  | ply. F  | or m  | ortga<br>A), ar | ge ini<br>id ge | erest<br>nerali | paid  | d,<br>syme | nts        |
| Sig<br>Her  |   |   | C.S.  | with                 |   | Date ►      |  | 2       | -   | 2               | 9 -             | - /             | 21    | 2          | 24         |
| Ge  | eneral Inst   | tructions   |   |                      | • Form 1099-DIV (<br>funds)                         | dividends   | s, Inc                                 | iudin   | g the   | se fr           | om s            | tocks           | or    | mutu       | al         |
| Section references are to the internal Revenue Code unless otherwise noted.   |   |   | <ul> <li>Form 1099-MISC (various types of income, prizes, awards, or gross<br/>proceeds)</li> </ul> |                      |   |             |  |         |   |                 |                 |                 |       |            |            |
| Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted  |   | <ul> <li>Form 1099-B (stock or mutual fund sales and certain other<br/>transactions by brokers)</li> </ul>  |   |                      |   |             |  |         |   |                 |                 |                 |       |            |            |
| after they were published, go to www.irs.gov/FormW9.  |   |   | <ul> <li>Form 1099-S (proceeds from real estate transactions)</li> </ul>                            |                      |   |             |  |         |   |                 |                 |                 |       |            |            |
| Purpose of Form   |   |   | <ul> <li>Form 1099-K (merchant card and third party network transactions)</li> </ul>                |                      |   |             |  |         |   |                 |                 |                 |       |            |            |
| An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number          |   | <ul> <li>Form 1098 (home mortgage interest), 1098-E (student loan intere<br/>1098-T (tuition)</li> </ul>  |   |                      |   |             |  |         |   | rest),          |                 |                 |       |            |            |
|   |   | • Form 1099-C (canceled debt)   |   |                      |   |             |  |         |   |                 |                 |                 |       |            |            |
| (SSN), individual taxpayer identification number (ITIN), adoption   |   |   | Form 1099-A (acquisition or abandonment of secured property)  |                      |   |             |  |         |   |                 |                 |                 |       |            |            |
| taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information |   | Use Form W-9 only if you are a U.S. person (including a reside alien), to provide your correct TIN,   |   |                      |   |             |  |         |   | nt              |                 |                 |       |            |            |
|   |   | re not limited to, the foll   |   |                      | If you do not ret                                   | um Form     | W-9                                    | 9 to ti | he re   | ques            | ter w           | ith a           | ΤΙΝ,  | you        | might      |
| • Fo  | • Form 1099-INT (interest earned or paid)   |   |   |                      |   | rup withh   | oldir                                  | ng. Si  | e W   | hat is          | bac             | kup v           | vithi | roldir     | ng,        |