

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

=====  
Meeting Date: June 7, 2011 [X] Consent [ ] Regular  
[ ] Workshop [ ] Public Hearing  
Department:  
Submitted By: Department of Airports  
Submitted For:  
=====

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a First Amendment to Airport Baggage Cart Concession Agreement (R-2010-1108) (Agreement) with Smarte Carte, Inc., reducing the number of baggage cart dispensing units at the Palm Beach International Airport (PBIA) and allowing for the installation of directional signage.

**Summary:** Smarte Carte currently provides self-service baggage carts for use by passengers at PBIA. Smarte Carte requested permission to remove seven (7) underutilized baggage cart dispensing units located near the terminal entryway drive lanes and inside the parking garage. Smarte Carte will be installing directional signage within the parking garage directing passengers to the closest baggage cart vending unit(s). This First Amendment also provides for the addition of language related to the Office of the Inspector General. All other terms of the Agreement remain in full force and effect. Countywide (HJF)

**Background and Justification:** Use of self-service baggage carts has declined based on charges implemented by the airlines for checked luggage and the increased use of luggage with wheels. Removal of underutilized baggage cart dispensing units will assist in reducing costs associated with maintenance and restocking of the units.

**Attachments:**

1. First Amendment to Airport Baggage Cart Concession Agreement (3)

JB  
Recommended By: [Signature] 5/19/11  
Department Director Date

Approved By: [Signature] 5/23/11  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	--0--	--0--	--0--	--0--	--0--
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>--0--</u>	<u>--0--</u>	<u>--0--</u>	<u>--0--</u>	<u>--0--</u>
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

\* see below

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Budget Account No: Fund 4100 Department 120 Unit 8430 RSource 4469  
 Reporting Category \_\_\_\_\_

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

\* There is no fiscal impact as a result of this Amendment.

C. Departmental Fiscal Review: CM Scum

**III. REVIEW COMMENTS**

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

[Signature] 5/11/2011  
 OFMB - FA  
 5/16/11 5/12/11

[Signature] 5/18/11  
 Contract Dev. and Control

**B. Legal Sufficiency:**

This amendment complies with our review requirements.

[Signature] 5/20/11  
 Assistant County Attorney

**C. Other Department Review:**

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

**FIRST AMENDMENT TO AIRPORT BAGGAGE CART CONCESSION AGREEMENT  
BETWEEN PALM BEACH COUNTY AND SMARTE CARTE, INC.**

**This First Amendment to Airport Baggage Cart Concession Agreement** (this "Amendment") is made and entered into this \_\_\_\_\_, 2011 by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Smarte Carte, Inc., a Minnesota Corporation, having its office and principal place of business at 4455 White Bear Parkway, St. Paul, Minnesota 55110-7641 ("Concessionaire")

**WITNESSETH:**

**WHEREAS**, County, by and through its Department of Airports, owns and operates Palm Beach International Airport, located in Palm Beach County, Florida; and

**WHEREAS**, the parties entered into that certain Airport Baggage Cart Concession Agreement dated July 20, 2010 (R-2010-1108) (the "Agreement"); and

**WHEREAS**, the parties now desire to amend the Agreement as provided for herein.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference. Terms not defined herein shall have the meanings set forth in the Agreement.
2. Exhibit "A" to the Agreement is hereby replaced with Exhibit "A" to this Amendment.
3. Concessionaire shall install signage within the parking garages directing passengers to available baggage cart dispensing units at locations designated by the Department ("Directional Signage"). All Directional Signage shall be approved by the Department in writing prior to installation. Directional Signage shall be installed within ninety (90) days of the Department's approval.
4. Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.
5. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
6. This First Amendment shall become effective when signed by both the parties and approved by the Palm Beach County Board of County Commissioners.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

**ATTEST:**

SHARON R. BOCK  
Clerk & Comptroller

**PALM BEACH COUNTY, a political  
subdivision of the State of Florida by its  
Board of County Commissioners**

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

By: \_\_\_\_\_  
Karen T. Marcus, Chair

(SEAL)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: \_\_\_\_\_  
Assistant County Attorney

By: *[Signature]*  
Director, Department of Airports

**Signed, sealed and delivered in  
the presence of two witnesses  
for Concessionaire:**

**CONCESSIONAIRE:  
SMARTE CARTE, INC.**

*[Signature]*  
Signature

By: *[Signature]*  
Signature

John C. Carr  
Print Name

ARTHUR F. SPRING  
Print Name

*[Signature]*  
Signature

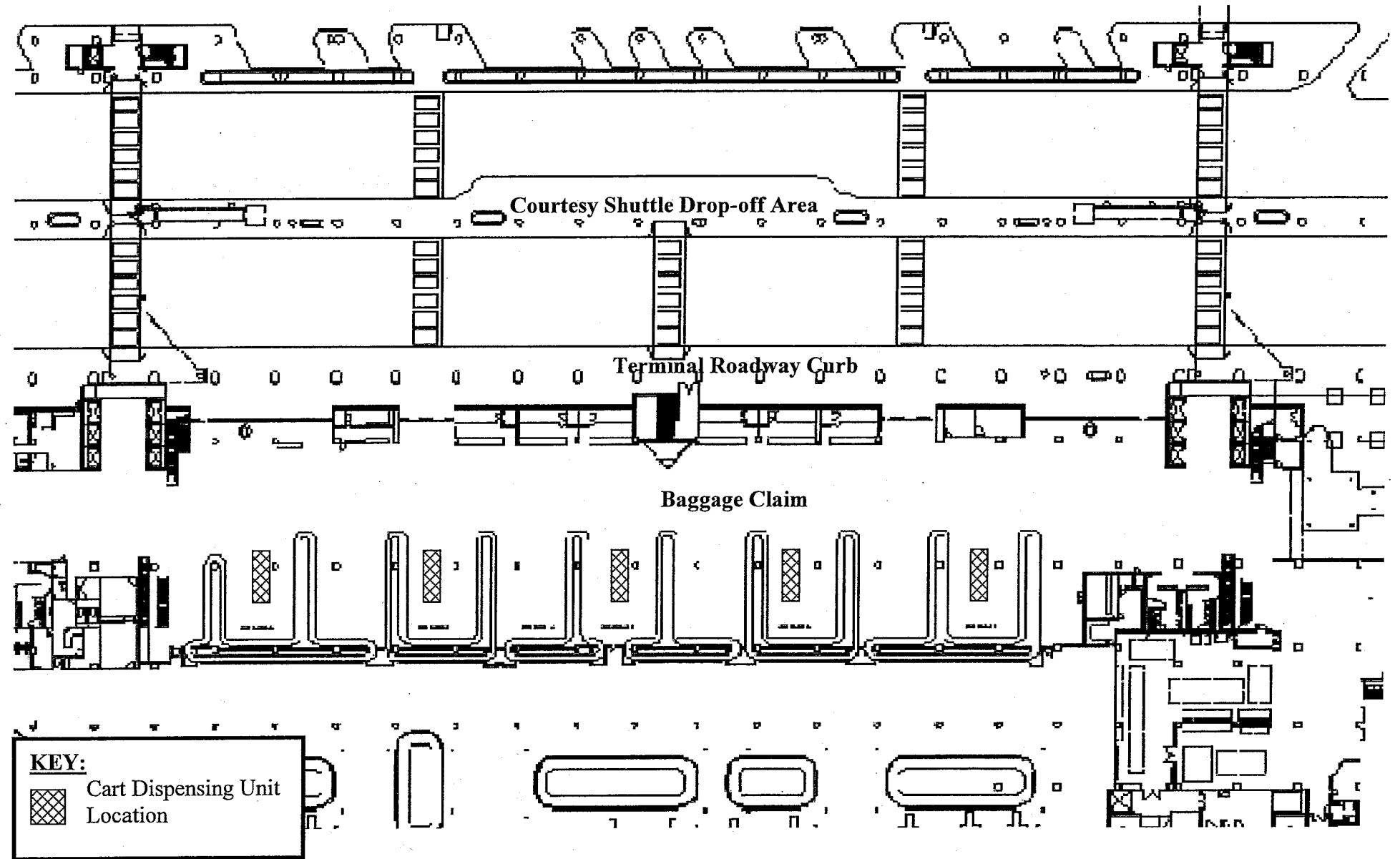
VICE PRESIDENT  
Title

MICHAEL MULTER  
Print Name

(Seal)

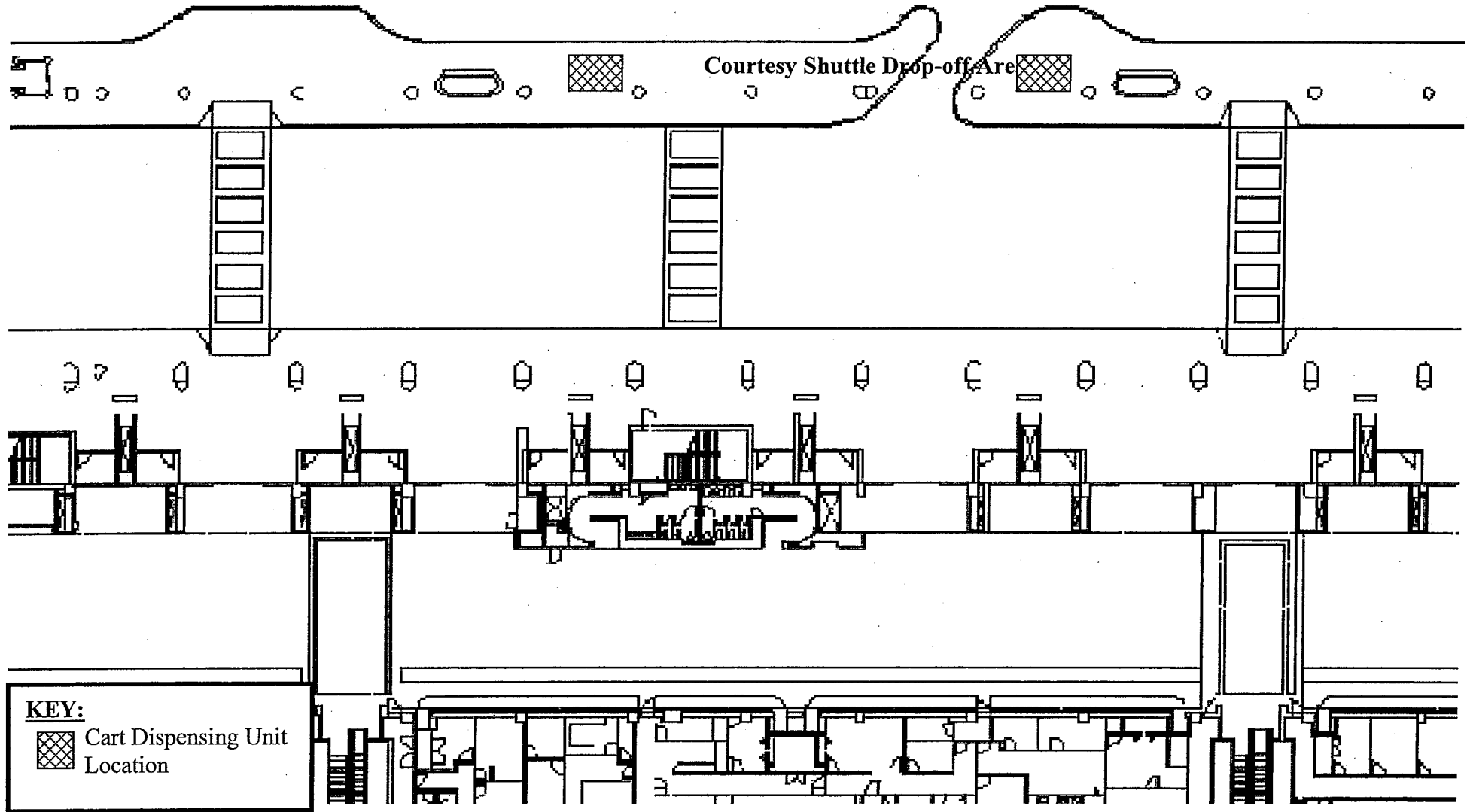
**EXHIBIT "A"**  
**Layout Plan for Airport Baggage Cart Concession Program**

PALM BEACH INTERNATIONAL AIRPORT  
Terminal First Level – Baggage Claim



**EXHIBIT "A"**  
**Layout Plan for Airport Baggage Cart Concession Program**

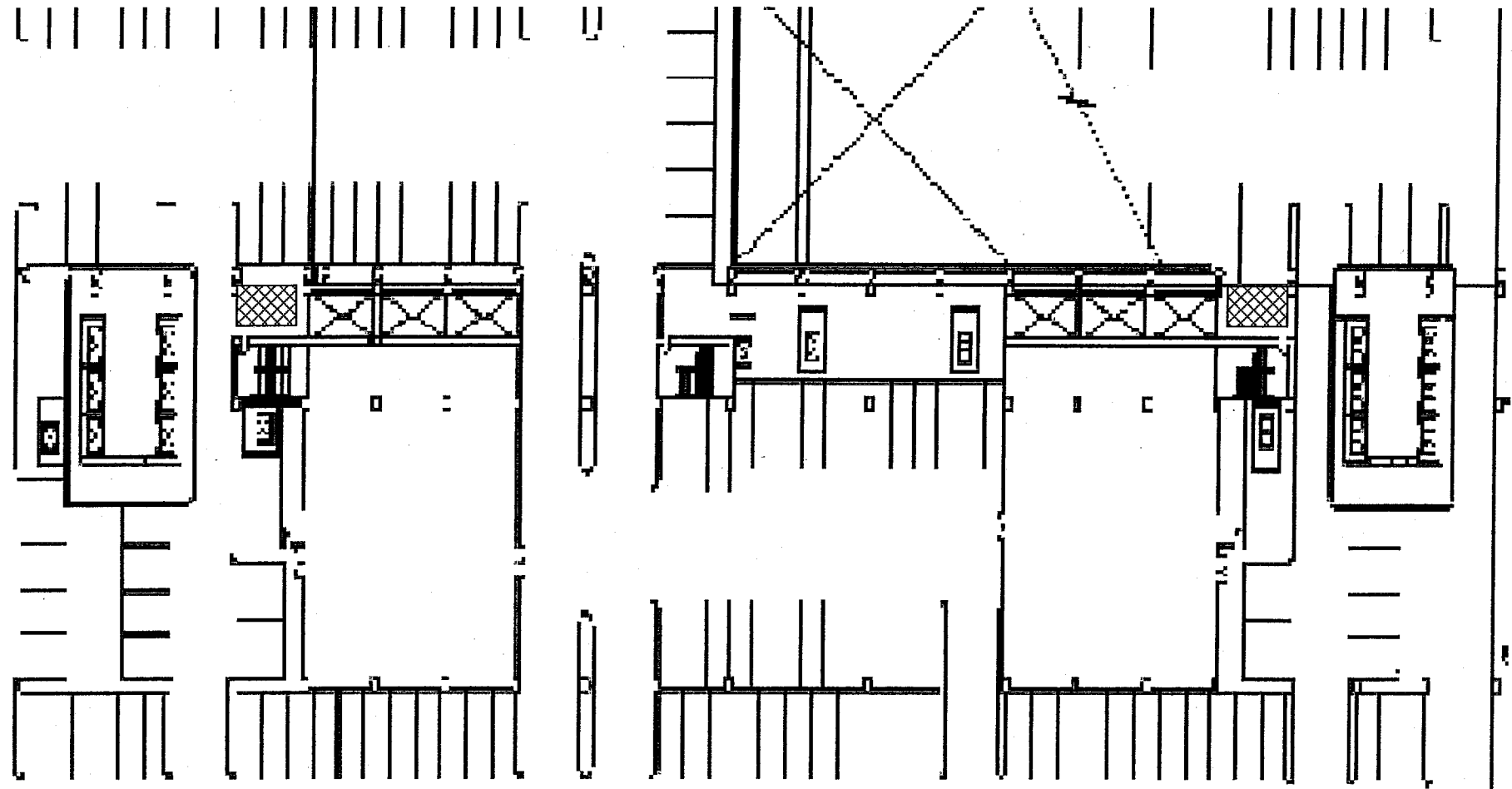
PALM BEACH INTERNATIONAL AIRPORT  
Terminal Third Level – Arrivals



**KEY:**  
[Hatched Box] Cart Dispensing Unit Location

**EXHIBIT "A"**  
**Layout Plan for Airport Baggage Cart Concession Program**

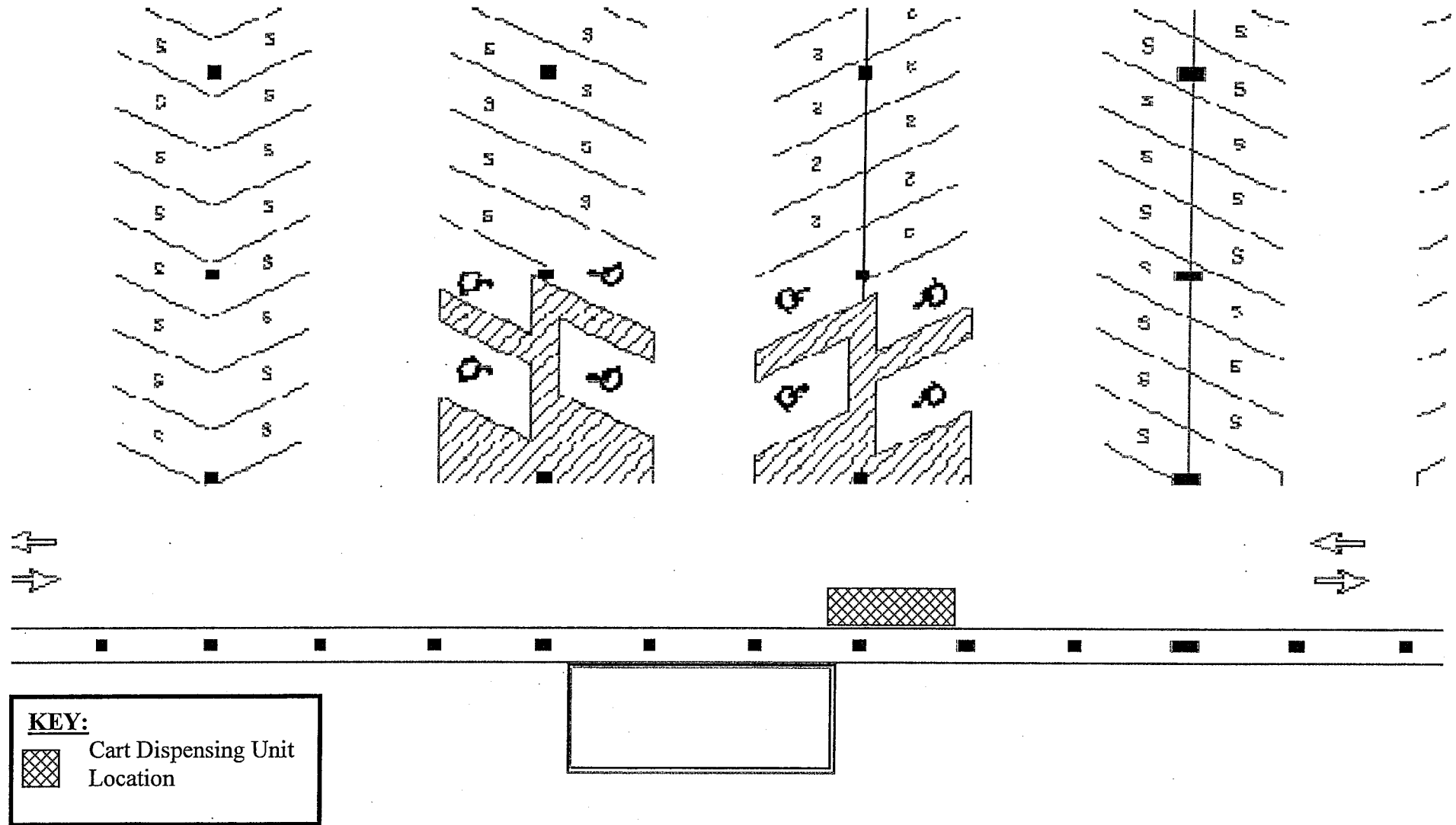
PALM BEACH INTERNATIONAL AIRPORT  
Short Term Parking Garage  
Fourth Level



**KEY:**  
[Cross-hatched symbol] Cart Dispensing Unit  
[Dotted symbol] Location

**EXHIBIT "A"**  
**Layout Plan for Airport Baggage Cart Concession Program**

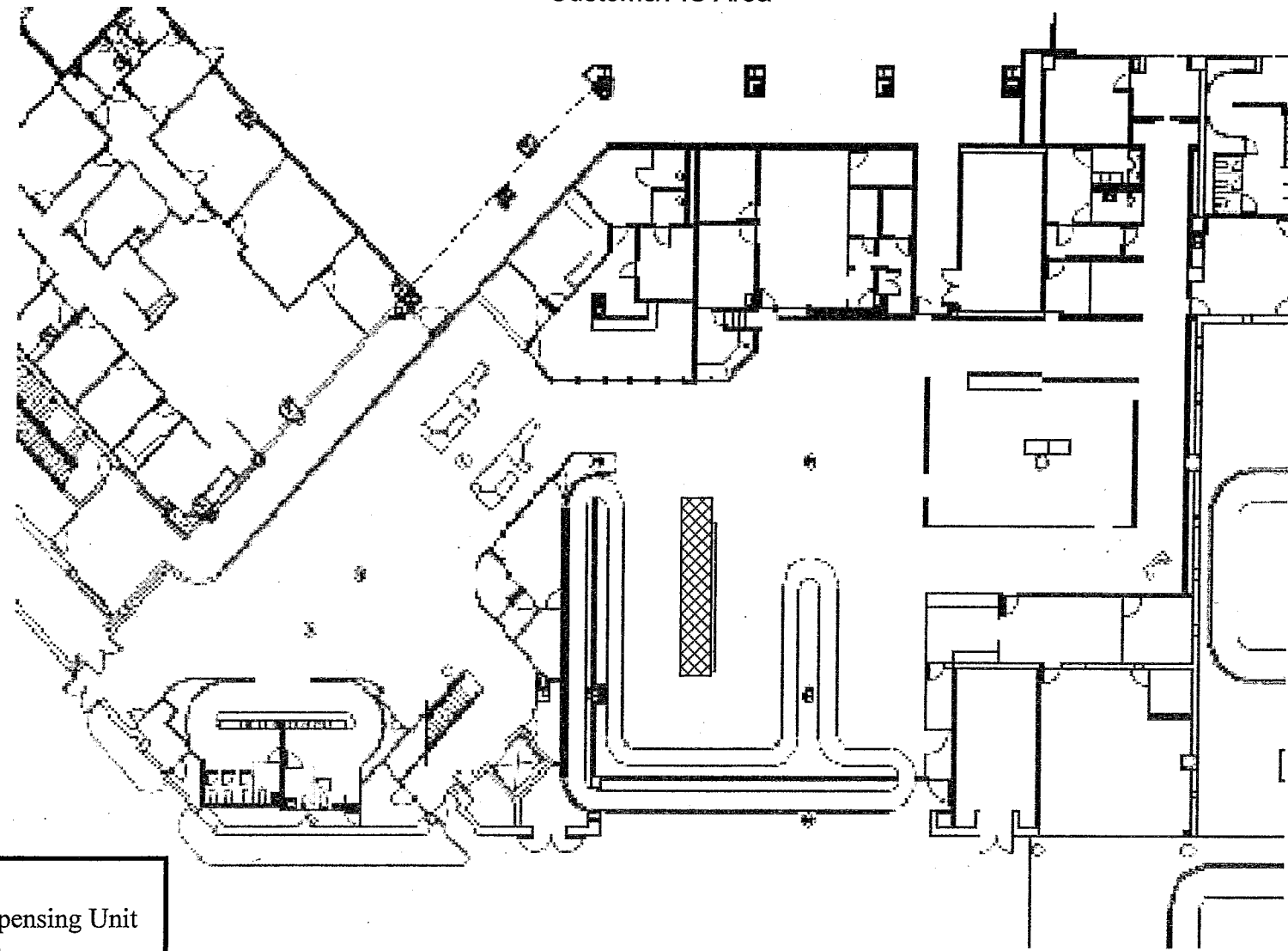
**PALM BEACH INTERNATIONAL AIRPORT**  
**Long Term Parking Garage**  
**Second Floor**





**EXHIBIT "A"**  
**Layout Plan for Airport Baggage Cart Concession Program**

PALM BEACH INTERNATIONAL AIRPORT  
Customs/FIS Area



**KEY:**  
Cart Dispensing Unit  
Location

