



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$15,000)</u>	<u>(\$15,000)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>(\$15,000)</b></u>	<u><b>(\$15,000)</b></u>	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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:**

ZoomSystems will be obligated to pay the greater of the minimum annual guarantee or 6.5% of annual gross revenues on Best Buy consumer electronics. Revenue to the County is approximately \$15,000 annually.

C. Departmental Fiscal Review: CM Summer

**III. REVIEW COMMENTS**

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

[Signature] 9/13/12  
 OFMB  
 9/12/12  
 9/13/12

[Signature] 9/17/12  
 Contract Dev. and Control

**B. Legal Sufficiency:**

Anne Delgant 9/18/12  
 Assistant County Attorney

**C. Other Department Review:**

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

**FIRST AMENDMENT TO  
AUTOMATED RETAIL VENDING CONCESSION AGREEMENT**

**THIS FIRST AMENDMENT TO AUTOMATED RETAIL VENDING CONCESSION AGREEMENT** ("First Amendment"), made and entered into \_\_\_\_\_, by and between **Palm Beach County**, a political subdivision of the State of Florida (the "County"), and **NewZoom, Inc.**, a California corporation **d/b/a ZoomSystems**, having its office and principal place of business at 625 2<sup>nd</sup> Street, San Francisco, CA 94107 ("Concessionaire").

**WITNESSETH:**

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

**WHEREAS**, County and Concessionaire have entered into that certain Automated Retail Vending Concession Agreement dated October 6, 2009 (R2009-1644) (the "Agreement") for the operation of automated retail vending concessions in the Airport; and

**WHEREAS**, the Agreement provides that County shall have the option to renew the Agreement for up to two (2) additional, consecutive terms of one (1) year each; and

**WHEREAS**, the parties hereto desire to renew the Agreement for two (2) years and to amend the Agreement in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the 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. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

2. Renewal Term. The Agreement shall be renewed for two (2) additional one (1) year periods on the terms and conditions as set forth in the Agreement, except there shall have no further renewal options. The renewal period shall commence on October 1, 2012, and continue through September 30, 2014.

3. Article 22 of the Agreement is modified to add the following Section 22.25:

22.25 Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Concessionaire, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

4. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

5. Paragraph Headings. The heading of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Amendment or the Agreement.

6. Effective Date. This Amendment shall become effective when signed by all 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 executed this First Amendment as of the day and year first above written.

**ATTEST:**  
**SHARON R. BOCK**  
Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA, BY ITS**  
**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Shelley Vana, Chair

(Seal)

**APPROVED AS TO FORM AND LEGAL**  
**SUFFICIENCY:**

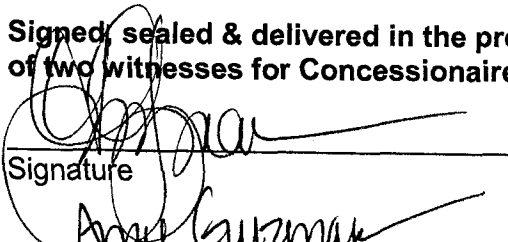
**APPROVED AS TO TERMS AND**  
**CONDITIONS:**

\_\_\_\_\_  
Assistant County Attorney

  
\_\_\_\_\_  
Director, Department of Airports

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

**CONCESSIONAIRE:**  
**NewZoom, Inc.**

  
\_\_\_\_\_  
Signature

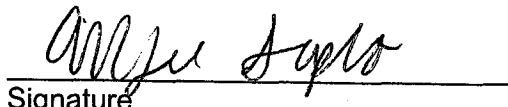
By:   
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Russ Yoshinaka**

**SVP Corporate Development**

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

**Megan Sopko**

**CERTIFICATE**  
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Russ Yoshinaka is the Secretary of NewZoom, Inc., a corporation organized and existing in good standing under the laws of the State of California, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 13 day of November, 2001, in accordance with the laws of the State of CA, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain First Amendment to Automated Retail Vending Concession Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Russ Yoshinaka, the Secretary of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

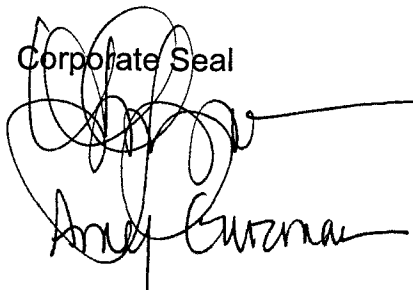
3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 6<sup>th</sup> day of August, 2012.

  
\_\_\_\_\_  
Russ Yoshinaka

\_\_\_\_\_, Secretary

Corporate Seal

  
\_\_\_\_\_



NEWZOOM

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
7/5/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). *BLDG. 846. PBIA*

<b>PRODUCER</b> Technology - T:(415) 541-7900 F:(415) 541-7194 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 45 Fremont Street, Suite 800 San Francisco, CA 94105-2259	<b>CONTACT NAME:</b> Certificate Contact: Antonia Rovai <b>PHONE (A/C No, Ext):</b> 415-541-7121 <b>FAX (A/C, No):</b> 415-541-7194 <b>E-MAIL ADDRESS:</b> Techcertrequests@wellsfargo.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Federal Insurance Company</td> <td></td> <td>20281</td> </tr> <tr> <td><b>INSURER B:</b> Travelers Property Casualty Co of America</td> <td></td> <td>25674</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> Federal Insurance Company		20281	<b>INSURER B:</b> Travelers Property Casualty Co of America		25674	<b>INSURER C:</b>			<b>INSURER D:</b>			<b>INSURER E:</b>			<b>INSURER F:</b>	
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<b>INSURER F:</b>																					
<b>INSURED</b> NewZoom, Inc. dba ZoomSystems 22 Fourth Street San Francisco, CA 94103																					

**COVERAGES** **CERTIFICATE NUMBER: 4597544** **REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DED/SIR IF ANY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			35944027	07/15/2012	07/15/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73562636	07/15/2012	07/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	YJUB3A38403A12	07/15/2012	07/15/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds for General Liability only:  
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents per form#80-02-2367.

Waiver of Subrogation applies (for GL form#80-02-2000).

**CERTIFICATE HOLDER****CANCELLATION**

Palm Beach County Board of County Commissioners c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, Florida 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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