

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: July 16, 2013 [X] Consent [] Regular
 [] Workshop [] Public Hearing
Department:
Submitted By: Department of Airports
Submitted For:
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- (A) Approve an Agreement with Thanks Again, LLC to provide a rewards program for Palm Beach International Airport (Pbia), for a not to exceed amount of \$45,000 for the initial one year term, effective August 1, 2013; and
- (B) Adopt a Resolution authorizing the County Administrator or designee to renew the Thanks Again, LLC agreement for four additional one year terms; providing for an adjustment of fees, and becoming effective upon adoption.

Summary: Thanks Again, LLC will provide a customized Pbia rewards program which automatically credits customers with airline miles when making purchases at Pbia, including parking, retail, and restaurants. Customers who register with the Pbia Thanks Again program will earn one airline mile for every dollar spent with opportunities for increased mileage at various spending tiers. The program is optional and is at no cost to the customer to participate. Additionally, customers can earn rewards at any participating Thanks Again, LLC location throughout the United States.

SUMMARY CONTINUED ON PAGE 3

Background and Justification: Loyalty programs are designed to reward returning customers for their patronage and to incentivize new customers. Travel and hospitality industries commonly use loyalty programs in an effort to generate goodwill with customers and increase revenues over time. Thanks Again, LLC is a specialized loyalty and consumer engagement company with a network of participating airports throughout the United States, including Atlanta, Newark, JFK, LaGuardia, Seattle-Tacoma, and Dallas-Fort Worth airports. Thanks Again, LLC will provide all website and network systems to provide for customer registration, mileage accrual, mileage redemption services, and all other customer service needs.

Attachments:

- 1. Agreement with Thanks Again, LLC (2 Originals)
- 2. Resolution

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Recommended By:  Department Director 7/18/13 Date

Approved By:  County Administrator 7/10/13 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

FISCAL YEARS	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>7,500</u>	<u>37,500</u>	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>7,500</u>	<u>37,500</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____

Budget Account No.: Fund 4100 Department 120 Unit 1110 Object 3101
Reporting Category _____

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

Approval of this item will result in expenses of up to \$45,000 (actual expenses may be less). Future contract years are optional and therefore not shown above, but if continued under the terms of the attached Resolution will not exceed \$47,250, \$49,500, \$52,000, and \$54,500.

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 10/24/2013
OFMB

[Signature] 7/11/13
Contract Dev. and Control

B. Legal Sufficiency: AM 6/24 PM 6-21-13 SC

Anne DeFegant 7/12/13
Assistant County Attorney

C. Other Department Review:

Department Director

SUMMARY: (continued)

The Department's cost under this Agreement pays for these services as well as funding the airline miles to be awarded to PBIA customers. The Department will separately provide for advertising and promotion of the program at PBIA. The Agreement is for a one year term, not to exceed \$45,000, which either party may cancel with proper notice. The attached Resolution authorizes the County Administrator, or his designee authority to renew the Agreement for four additional terms with not to exceed amounts of \$47,250, \$49,500, \$52,000, and \$54,500. The Resolution also provides delegated authority to modify transaction fee rates, monthly program fees, special rewards transaction fees, and data analytics fees; increases may be necessary for optional services, increased program costs, and the membership growth of the rewards program. Any material changes to the Agreement will require the Department to resubmit a revised Agreement to the Board for review and approval. All program costs are payable by airport revenues with no impact to ad valorem or general fund costs.

The concept of loyalty programs to reward customers for their patronage of PBIA has been discussed and unanimously approved by the Aviation and Airports Advisory Board.
(Countywide AH)

Rewards Program Administration Agreement

This **Rewards Program Administration Agreement** (this "Agreement") is made and entered into on the 1st day of August 2013, by and between Thanks Again, LLC, a Delaware limited liability company ("Thanks Again") and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, (the "County") which operates the Palm Beach International Airport (herein, "PBI") (each a "Party" and, collectively, the "Parties").

RECITALS:

WHEREAS, Thanks Again owns and operates a rewards program (the "Thanks Again Rewards Program") which helps businesses maintain and build loyalty by enabling customers to seamlessly earn credits from one of several major airline frequent flyer programs (or other types of rewards) with each purchase; and

WHEREAS, the County desires to promote patronage of PBI parking facilities it operates for travelers; and

WHEREAS, the County desires to work with the concession operators that lease space at PBI ("Concessions") to promote patronage of the Concessions; and

WHEREAS, the County desires to develop an active listing of the people who utilize the PBI facilities so that the County can more effectively market to, and communicate with, those people; and

WHEREAS, this Agreement allows the County to promote PBI, encourages use of PBI and advertises PBI to the public; and

WHEREAS, entering into this Agreement services a public purpose.

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the Parties hereby agree that the statements above are correct and as follows:

Article I Program Basics

Attachment # /

A. Program Website.

PBI passengers may enroll in the Thanks Again Rewards Program. County and Thanks Again will set up an internet presence for the Thanks Again Rewards Program at PBI, either as separate pages on a County controlled website, as a stand-alone site, or at a customized landing page (URL) provided by Thanks Again at www.thanksagain.com/PBI (the "Program Site"). Thanks Again will provide the components of the Program Site needed to securely register Members and allow Members to view their status and accrued points.

B. Basic Operation.

The functionality that Thanks Again provides to the Program Site will enable customers to securely enroll by registering their credit or debit cards, and selecting their preferred type of reward. Thanks Again will then provide the processing of credit card data from the County operated airport parking facility (the "County Parking Operation") and the Concessions so that enrolled customers ("Members") will automatically accrue frequent flyer miles or their other selected rewards ("Member Rewards") each time they pay with their registered cards at either the County Parking Operation or at an enrolled merchant with the Concessions program at PBI. Thanks Again will provide the accounting of the reward accruals, and the purchase and posting of the Member Rewards, as well as reporting functions, all as described below.

C. Solicitation of Concession Operators.

Within 30 days of the execution of this Agreement, the County shall notify the Concession operators of the Thanks Again Rewards Program, provide information on Thanks Again Rewards, and request that the Concession operators enroll. Enrollment by the Concessionaires is completely voluntary. No airline, hotel, rental car provider, parking service, or other transportation service provider will be deemed to be a Concession. After such initial notification, the County shall notify new concessions operators within 30 days of commencement of business of the Thanks Again Rewards Program and request their participation.

D. Enrollment of Concessions as participating PBI Merchants.

Thanks Again shall perform final coordination and shall set up each Concession account using standard Thanks Again Rewards Program enrollment documents, including an authorization for the Concession's credit card processor to provide transaction data to Thanks Again's data vendor, as described below ("Merchant Authorization"). Concession operators that register shall be identified in the Thanks Again Rewards Program administrative documentation as ("PBI Merchants"). Thanks Again will notify the County of completed enrollment by each Concession within five (5) business days of the enrollment.

E. Marketing the Program to Customers.

The County shall have the primary role in marketing Thanks Again Rewards to County customers, and will provide, in its discretion, promotion of the Thanks Again Rewards program in the PBI facility, printed information to patrons of the County Parking Operation, and other

marketing of the Thanks Again Rewards Program. Thanks Again shall promote the program to the Members (as defined below) of the Thanks Again Rewards Program, and shall provide such other consultation and assistance as the Parties deem to be appropriate. For instance, Thanks Again may provide business development support or promotional support outside of PBI, such as the solicitation of additional participating merchants in and around the greater Palm Beach County metropolitan area, which will contribute to the overall customer base of the Program. Thanks Again shall reasonably coordinate these services with the County to maximize the joint effect of any launch effort.

F. Member Enrollment.

The Program Site will be developed by Thanks Again with input from the County. The Program Site will include a page for customers to learn about Thanks Again Rewards, as well as a link to a view of their accrued rewards (the "PBI Member Page"). The County and Thanks Again shall jointly develop the enrollment functions, with the primary access for customers who want to enroll in Thanks Again Rewards going through the PBI Member Page. In order to enroll as Members, customers will register one or more payment cards, select their preferred type of award, and provide certain identifying information. Customers who so enroll shall be enrolled in the general membership of the Thanks Again Rewards Program, but shall be identified in the Thanks Again Rewards Program administrative documentation as ("PBI Members"). However, as explained below, all members of the Thanks Again Rewards Program shall be entitled to earn rewards at PBI Merchants.

G. Rewards Partner Participation.

The airlines and other entities from which Thanks Again purchases rewards are referred to as ("TA Rewards Partners"). Thanks Again shall make available to the Members all rewards from any TA Rewards Partner that Thanks Again works with, provided that the TA Rewards Partners do not object to having PBI Merchants (or a particular PBI Merchant) as participating merchants in their reward programs. The County may promote particular rewards as long as the County complies with any requirements that Thanks Again is subject to with regard to the use of the TA Rewards Partner logo(s) or mark(s), which restrictions usually include having all materials that will include the marks pre-approved by the applicable TA Rewards Partner. The County agrees to verify all conditions for use of any TA Rewards Partner names, logos, or marks with Thanks Again in advance of any use of such names, logos, or marks in program promotion, and to abide by any prohibitions or restrictions imposed by the applicable TA Rewards Partner, or by Thanks Again in its reasonable discretion, to protect the TA Rewards Partner and the Thanks Again Rewards Program. All contacts between the County and TA Rewards Partners with regard to Thanks Again Rewards shall be coordinated with Thanks Again in advance.

H. Use of Marks of the Parties.

The County is authorized to use the Thanks Again name, marks, and copyrighted materials in interactions with the Concessions and Members or potential Members for the sole purpose of promoting and administering the Thanks Again Rewards Program at PBI, but must obtain Thanks Again's prior written approval for any duplicated or published use of the Thanks

Again name, marks and copyrighted materials. Similarly, Thanks Again is authorized to use the County names (including "Palm Beach County", "Palm Beach International Airport" and "PBI"), marks, and copyrighted materials in interactions with Concessions and Members or potential Members of the Thanks Again Rewards Program for the sole purpose of promoting and administering the Thanks Again Rewards Program at PBI, but must obtain the County's prior written approval for any duplicated or published use of the County name, marks, and copyrighted materials. Each Party reserves the right, from time to time, to establish standards for the use of its name, marks, and copyrighted materials by the other Party. Upon termination of this Agreement, each party shall cease using all promotional items that incorporate the name, marks, and copyrighted materials of the other.

I. Exclusivity.

Thanks Again shall not provide, directly or indirectly, a rewards program, or rewards program administrative support for any parking facility (other than the County Parking Operation) that provides service to customers who are utilizing the PBI Airport facility. Any parking facility within 10 miles of the PBI Airport facility will be presumed to provide service to customers who are utilizing the PBI Airport facility.

**Article II
Program Fees and Member Rewards**

A. Qualified Transactions.

Program fees and Member rewards hereunder are based solely upon purchases of goods or services by a Member at the County Parking Operation or PBI Merchant, using a credit or debit card that the Member has registered with the Thanks Again Rewards Program, either via the Program Site or otherwise ("Qualified Transactions"). Qualified Transactions shall only include transactions with PBI Merchants at their PBI location (or such other location approved by the County). Qualified Transactions shall include such transactions by all Members of the Thanks Again Rewards Program, whether or not they are identified as PBI Members.

B. Customer Rewards and Bonus Rewards.

Members shall accrue Member Rewards on Qualified Transactions at a rate of one airline mile (or equivalent reward) per one U.S. dollar spent at either the County Parking Operation or a PBI Merchant (the "Base Rate"). Members shall also accrue Member Rewards on cumulative Qualified Transaction spending at rates that shall be determined by Thanks Again based upon meeting an established minimum spending level during a specified time period, which is currently each 90 days, but is subject to change. The current Bonus Member Rewards structure is described in Exhibit A ("Bonus Member Rewards"), attached hereto and incorporated herein by reference. For purposes of determining a Member's eligibility for Bonus Member Rewards, spending on Qualified Transactions at the County Parking Operation and any PBI Merchant(s) shall be aggregated.

C. Base Program Fee, Launch Fee and Payment.

The County shall pay to Thanks Again a fee, which Thanks Again shall use to fund Member Rewards, cover administrative costs, and retain as profit (the "Program Fee"). The Program Fee shall be \$1,000.00 per month. Thanks Again shall provide an invoice to the County on the first business day of each month, beginning on the date first listed above. Additionally, the County shall pay to Thanks Again a \$3,500.00 one-time fee ("Launch Fee") to cover launch-related expenses. Thanks Again shall provide an invoice to the County on the date first listed above for the Launch Fee. The County shall remit payment to cover all invoices in full by the 45th business day following the date of the invoice. Payment shall be mailed to:

Thanks Again, LLC.
Attn: Accounts Receivable Dept.
1015 Tyrone Road
Suite 820
Tyrone, GA 30290

D. Transaction Fees.

For all Qualified Transactions that occur at the County Parking Operation or at a PBI Merchant, Thanks Again shall charge a fee ("Transaction Fee") to the County. The Transaction Fee shall be \$0.04 per airline mile (or equivalent reward) provided to Members at a rate of one mile (or equivalent reward) per dollar spent. Collectively, the Transaction Fees shall not exceed a maximum of \$1,500.00 per month and the Transaction Fees shall be invoiced along with the Program Fee on the same invoice.

E. Optional Program Fees.

The County shall have the option of establishing supplemental rewards to be offered at the County Parking Operation and/or different types of PBI Merchants and for various types of purchases, including shopping and dining purchases. The County may offer extra rewards for various special promotions and establish minimum threshold spend requirements for such extra rewards, all to the extent that the Thanks Again Rewards Program platform, without modification, supports the varying terms (collectively, "Special Rewards"). For all Member Rewards granted pursuant to Special Rewards, Thanks Again shall charge the County an additional \$0.04 per airline mile (or equivalent reward) provided to Members. Rewards granted under the proposed program targeting heavy business travelers ("Business Elite") shall be considered Special Rewards.

F. Loyalty Data Analytics Fees.

Thanks Again shall begin providing loyalty data analytics services ("Data Analytics") on the first month following the attainment of 2,000 enrolled Members in the greater Palm Beach County metropolitan area or six (6) months from the launch of the Thanks Again Rewards Program, whichever comes first. The County shall pay Thanks Again \$250.00 per month for Data Analytics for the first six (6) months and then \$1,000.00 per month thereafter to provide baseline loyalty data analytics reports ("LDA Reports"). The LDA Reports shall include a monthly report of a) top Members sorted by amount spent, b) most frequent Members, c)

Members that have not transacted in the last 3 months, and d) most valuable Members (calculated using frequency of spend, average transaction amount, and aggregate spend over a defined period of time). Thanks Again will also distribute one email per month to targeted PBI Members. Should County require additional analysis beyond the four standard reports listed above, or assistance with Member engagement strategies, Thanks Again will provide County with a quote for the additional requested services.

G. Optional PBI Branded Prepaid VISA Card.

The County may choose, at its option, to add a PBI branded prepaid VISA card ("Rewards Card") as a Member reward. Members that choose a Rewards Card as their preferred reward will earn a baseline reward of 2 (two) points per dollar spent. For the purpose of this Agreement, 2 points are equivalent to 1 mile, and the Transaction Fee or charge for Special Rewards shall not change from the amounts specified above. When a Member chooses the Rewards Card as their preferred rewards, and accumulates their first 1,000 points, the Member will receive a \$10.00 Rewards Card in the mail. Each time a member accumulates at least 1,000 in additional Rewards Card points, the Member will receive \$10.00 in value on their Rewards Card. If the County chooses to provide PBI branded Rewards Cards as a reward option to PBI Members, Thanks Again shall invoice the County for a \$1,500.00 one-time setup fee. By default, Members will be able to spend the value on their Rewards Cards anywhere in the United States where VISA cards are accepted. However, if the County desires and chooses to restrict Rewards Card spending to PBI Merchants, Thanks Again will invoice the County for a \$10,000.00 one-time closed loop setup fee in addition the \$1,500.00 one-time setup fee mentioned above.

H. Cost of Rewards Adjustments

If one or more TA Rewards Partners increases the cost paid by Thanks Again for the Member Rewards, Thanks Again may provide the County with notice thereof, and a proposed increase in the Program Fee and charges for Supplemental Rewards, with such increase being proportional to the increase in the cost of such rewards and the relative amount of that particular reward to all of the Member Rewards being purchased by Thanks Again. The County will have the option of accepting the increase, or terminating Thanks Again's role in Thanks Again Rewards. The increase will go into effect after such 30-day notice unless the County elects to terminate, in which case the termination shall be at the conclusion of the 30-days, or at such other time as is mutually agreed.

I. Reporting Qualified Transactions and Program Fees Accrued.

Thanks Again shall provide the County with a comprehensive report representing all Qualified Transactions at the County Parking Operation and at PBI Merchants (the "Transaction Report"). Thanks Again will provide the County with a Transaction Report by the tenth (10th) business day of the month following the month in which the Qualified Transactions occurred.

J. Administrative Expenses.

Unless otherwise specified in this Agreement, each Party shall bear its own administrative expenses associated with the functions it shall perform pursuant to this Agreement.

K. Audit Rights.

The County shall be entitled through the Term of this Agreement and for three years thereafter to audit the accrual of Member Rewards, Bonus Member Rewards, and Special Rewards. The audit will take place during normal business hours at the primary location of Thanks Again's relevant business records. The audit shall be paid for entirely by the County to the extent no discrepancy is identified in excess of 5% of the sums paid or payable by the County to Thanks Again. All audit expenses, including travel, shall be payable by Thanks Again in case the audit identifies a discrepancy in excess of 5%. The audit rights do not create any obligation for The County to monitor data processing performed by or on behalf of Thanks Again.

**Article III
Data Processing**

A. Transaction Information Access.

In order for data to be processed for the Thanks Again Rewards Program, the County Parking Operation and PBI Merchants must use merchant card processors willing to share transaction data with Thanks Again's Third Party Processor ("TPP") on terms acceptable to Thanks Again and the TPP. By enrolling in the Thanks Again Rewards Program, and agreeing to the Merchant Authorization, the County and the PBI Merchants will authorize their respective merchant card processors to provide to Thanks Again's TPPs all customer credit and debit card transactions. The County hereby acknowledges that while credit card processors generally agree to provide such information, processors could decline to do so, in which case, unless the information systems used by the County Parking Operation and PBI Merchants support alternate sourcing of the data, Thanks Again could be precluded from continuing to provide the program operations. Thanks Again may analyze and use transaction data for operational purposes including computing the various reward amounts and associated administrative charges, as well as analyzing the performance of the Thanks Again Rewards Program. Thanks Again represents and warrants that the TPPs it will use to process transaction data are, and will at all times remain, certified under the PCI and CISP standards, and are governed by the same privacy rules and regulations as bankcard processors. These requirements include mandated security audits to ensure that all transaction data is protected and secure. Thanks Again shall not receive or transmit any data that includes complete credit card numbers, expiration dates, or security code information.

B. Delivery of Member Information.

On a monthly basis and upon request, Thanks Again will provide the County with a .csv file (or Excel formatted spreadsheet) of all PBI Member profile information, but not including member credit card, debit card, or bank account information, for all PBI Members that have had

at least one Qualified Transaction at the County Parking Operation or any PBI Merchant.

C. Restrictions on Use and Protection of Member Information.

The Parties may utilize the PBI Member information in a manner that is consistent with the Member registration disclosure and options for use of such information. Thanks Again and the County shall both fully comply with all state and federal law, rules and restrictions of Visa, MasterCard, American Express, Discover, the relevant payment card processors, and Golden Retriever Systems, a wholly owned subsidiary of Total System Services, Inc., as such laws and rules apply to security of customer information, privacy and solicitations (collectively, "Security and Privacy Requirements"). Neither the County nor Thanks Again will enable any person or entity to which they have provided PBI Merchant or PBI Member data to breach the Security and Privacy Requirements and each shall individually take all commercially reasonable steps necessary to prevent, stop, and rectify any violations of the Security and Privacy Requirements by persons or entities to which they have provided PBI Merchant or PBI Member data.

**Article IV
Confidentiality**

Thanks Again acknowledges that the County is subject to the Public Records Act or other legal limitations on confidentiality. To the extent permitted by law, each Party hereby agrees that it and its officers, agents and employees will maintain confidential information disclosed to it by the other Party and its employees and agents, including, without limitation, all information regarding its business and business operations, program performance, business plans, strategy, technology, product information, and all other information designated by such Party as confidential (collectively the "Confidential Information"), completely confidential and shall not use such Confidential Information for any purpose other than to fulfill its obligations under this Agreement or as otherwise contemplated by this Agreement and shall not disclose such Confidential Information to any third party at any time without the prior written consent of the disclosing Party. Notwithstanding the foregoing, "Confidential Information" will not include information that:

- (a) at the time of its disclosure, is published or generally known to the public;
- (b) following disclosure, is published or becomes generally known to the public through no fault of the receiving Party;
- (c) is disclosed by the receiving Party as required by applicable law;
- (d) is rightfully obtained by the receiving Party from a third party(s) who had no obligation to protect the information, and otherwise violated no legal obligation in disclosing the information; or
- (e) is independently developed by the receiving Party, as evidenced by written records.

Article V Indemnification

A. Insurance

Thanks Again shall, at its sole expense, maintain in full force and effect at all times during the Term, the insurance limits, coverages, and endorsements required herein. Thanks Again acknowledges and agrees that the requirements contained in this Article and County's review or acceptance of issuance shall not in any manner limit or qualify the liabilities and obligations assumed by Thanks Again under this agreement.

Commercial General Liability - Thanks Again agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis

Worker's Compensation Insurance & Employers Liability - Thanks Again agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. Coverage shall be provided on a primary basis

Additional Insured - Thanks Again agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured or it's equivalent – Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis

Waiver of Subrogation - Thanks Again hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Thanks Again shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance - Thanks Again agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. In addition, Thanks Again agrees to notify COUNTY of any cancellation, non-renewal or material change taking place during the life of this contract. The Certificate Holder address shall read:

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406
Attention: Airport Director

Umbrella or Excess Liability. - Thanks Again may satisfy the minimum liability limits required above for Commercial General Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability. Thanks Again agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

Right to Review. - COUNTY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the COUNTY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.

B. Thanks Again's Indemnification Commitment

Thanks Again shall indemnify, defend and hold harmless the County, and its, directors, officers, employees and agents (each a "County Indemnitee" and collectively the "The County Indemnitees") from and against any and all claims incurred by or asserted against any County Indemnitee of whatever kind or nature, arising from, in connection with, or occurring as a result of the breach of any warranty, covenant, obligation, agreement or any misrepresentation by Thanks Again under this Agreement, or arising out of any misconduct of Thanks Again or its employees in connection with this Agreement. The foregoing shall be in addition to any rights that any County Indemnitee may have at common law or otherwise.

C. Limitation of Liability

In no event shall any Party to this Agreement be liable to any other Party for any incidental, special, punitive or consequential damages, any lost profits or lost data, or any other indirect damages, whether arising in contract, tort (including negligence) or otherwise, even if a party has been advised of, or otherwise has knowledge of, the possibility of such damages. In addition, each Party agrees that any other Party's liability under this Agreement, and regardless of the form of action – whether arising in contract, tort (including negligence) or otherwise – shall be limited to \$100,000. These limits shall not, however, apply to any Party for: (i) any claims of infringement of any patent, copyright, trademark or other proprietary right, (ii) liability for bodily injury (including death), (iii) damage to tangible property, (iv) theft, or (v) gross negligence or willful misconduct.

Article VI Term & Termination

The initial term of this Agreement shall be for one (1) year, subject to the right of either Party to terminate its participation at any time without cause upon ninety (90) days' prior written notice to the other Party. This Agreement shall be renewable for additional one year periods

upon receipt by Thanks Again of written notice from the County ninety (90) days' prior to the agreement's expiration date and upon Thanks Again's mutual consent in writing to the County to renew this Agreement. The ability to terminate without cause shall apply to the County Parking Operation and PBI Merchants portion of the Thanks Again Rewards program separately, and either Party may terminate as to either or both of those portions of the Thanks Again Rewards Program as provided in this Section.

Without affecting the ability to terminate without cause, either Party may terminate this Agreement, again as to either or both of the County Parking Operation and PBI Merchants portion of the Thanks Again Rewards Program, upon written notice to the other Party for any of the following reasons:

- A. If the other Party admits its inability to pay its debts as they become due.
- B. Proceedings under any bankruptcy or insolvency laws shall have been instituted against the other Party or a receiver shall have been appointed for such party for any of its assets or properties and such proceedings or appointment is not vacated or stayed within 30 days.
- C. If the other Party ceases doing business or assigns or attempts to assign this Agreement to other than a successor affiliate entity.
- D. If the other Party breaches any material provision in this Agreement and fails to cure such breach within 30 days of written notice from the non-breaching Party.
- E. In the event that either Party terminates this Agreement because of a material breach, the non-breaching Party shall be entitled to such damages as may be available at law or in equity.

From and after termination or expiration of this Agreement, the County will not be relieved of its responsibility to pay to Thanks Again all accrued Program Fees, Transaction Fees, or charges for Special Rewards which were accrued prior to the termination or expiration of this Agreement; Thanks Again will not be relieved of its obligation to fund all Member Rewards and Special Rewards for accrued rewards for which the County has paid Program Fees, for rewards accrued prior to the termination or expiration of this agreement.

Article VII Notice

All notices required hereunder shall be in writing and delivered in person or by certified or registered mail, return receipt requested, postage prepaid, or by overnight courier, or by facsimile with confirmed transmittal report. Such notices shall be addressed as follows:

To Thanks Again: Thanks Again, LLC
1015 Tyrone Road, Suite 820
Tyrone, Georgia 30290
Attention: Chief Operating Officer

Facsimile: 770-969-3611

To The County:

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406
Attention: Airport Director
Facsimile: 561-471-7427

All notices shall be deemed given in writing when delivered in person or faxed with confirmed transmittal report, or upon the earlier of actual receipt or the third business day after depositing said notice with an overnight courier or in the United States mail with proper postage affixed thereto. Any Party may, from time to time, designate alternate people or addresses to which subsequent notices shall be sent by sending a notice of such designation in accordance with this Section.

Article VIII Miscellaneous

A. Relationship of the Parties

In making and performing this Agreement, the Parties are acting, and intend to be treated, as independent entities and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between the Parties.

B. Choice of Governing Law/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In case of any dispute, controversy or claim arising out of or relating to this Agreement, such dispute shall be submitted for mediation in Palm Beach County, Florida prior to initiation of litigation. Either Party to the dispute may give written notice to the other Party of its desire to mediate in which event a mediation session must be scheduled within 30 days after the date that such notice is given and commenced within 45 days. Such mediation shall be held in Palm Beach County, Florida. The Parties must jointly appoint a mutually acceptable mediator. The Parties further agree to share equally the costs of mediation, which costs shall not include costs incurred by a Party for counsel.

C. Assignment.

This Agreement shall be binding upon the County and Thanks Again and each Party's successors and assigns.

D. Modification/Amendment.

This Agreement represents the entire agreement of the Parties and shall supersede any and all previous contracts, arrangements or understandings between the Parties, whether oral or written. This Agreement may only be amended by a written instrument referencing this Agreement, and any such amendment(s) must be signed by an authorized representative of Thanks Again and the County.

E. Availability of Funds.

The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

F. Nondiscrimination.

Thanks Again warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

G. Authority to Practice.

Thanks Again hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

H. Severability.

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

I. Public Entity Crimes.

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Thanks Again certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida, Department of management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

J. Criminal History Records Check.

If Thanks Again's employees or subcontractors are required under this Agreement to enter a "critical facility," as identified in Resolution R-2003-1274, Thanks Again shall comply

with the provisions of Chapter 2, Article IX of the Palm Beach County Code (Criminal History Records Check" section). Thanks Again acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although the County agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, Thanks Again shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

K. 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 Thanks Again, 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.

L. No Third Party Beneficiaries.

No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the County and/or Thanks Again.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Mayor

WITNESS:
Sue Davis
Signature

Chief Executive Officer:
THANKS AGAIN, LLC
Company Name

Sue Davis
Name (type or print)

[Signature]
Signature

Signature

MARC E. EGGS
Typed Name

Name (type or print)

CEO
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(seal)

By Annie Helgenst
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By [Signature]
Department Director

EXHIBIT A

Bonus Member Reward Structure

Earn Up To 5 Miles per Dollar Spent!*

Already earn rewards with your airline reward card, bank affinity card, or other reward card? Earn even more miles when you join Thanks Again.

- **Earn 500 bonus miles when you spend \$250 or more (2 miles per dollar spent)**
- **Earn 1,500 bonus miles when you spend \$500 or more (3 miles per dollar spent)**
- **Earn 4,000 bonus miles when you spend \$1,000 or more (4 miles per dollar spent)**
- **Earn 25,000 bonus miles when you spend \$5,000 or more (5 miles per dollar spent)**

*Bonuses are based on each member's qualifying spending at participating Thanks Again businesses over successive 90 day periods, beginning with the date of enrollment. Members may qualify only once for each bonus level every 90 days. The maximum total bonus amount is 25,000 miles over each 90 day period. Subject to change.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/19/2013

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).

PRODUCER JOHNSON & BRYAN INC P O BOX 20138 ATLANTA, GA 30325 (888) 661-3938 X0083 700		CONTACT NAME PHONE (A/C, No, Ext): (888) 661-3938 FAX (A/C, No): (888) 872-8921 E-MAIL ADDRESS: Service.center@travelers.com PRODUCER CUSTOMER ID #: 4503FA162	
INSURED THANKS AGAIN, LLC 1015 TYRONE ROAD, STE 820 TYRONE, GA 30290		INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA INSURER B: THE TRAVELERS INDEMNITY COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 195164313441361

REVISION NUMBER:

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		680-4B182694-13	02/24/2013	02/24/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$5,000			CUP-4B192012-13	02/24/2013	02/24/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EMPLOYEE BENEFITS LIABILITY			680-4B182694-13	02/24/2013	02/24/2014	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - BLANKET ADDL
INSU-OWNERS/LESSEES/CONTR, CG D1 05, BUT ONLY AS RESPECTS TO WORK PERFORMED BY THE INSURED.

CERTIFICATE HOLDER**CANCELLATION**PALM BEACH COUNTY DEPARTMENT
OF AIRPORTS
846 PALM BEACH INTERNATIONAL AIRPORT
WEST PALM BEACH, FL 33406
ATTN: AIRPORT DIRECTOR

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/10/2013

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).

PRODUCER Johnson & Bryan, Inc. 1575 Northside Drive Bldg 100 Ste 100 Atlanta GA 30318	CONTACT NAME: Christy Baker PHONE (A/C No. Ext): (404) 351-8434 E-MAIL ADDRESS: christy@j-binc.com		FAX (A/C No): (404) 351-3923
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Thanks Again, LLC 1015 Tyrone Road Suite 820 Tyrone GA 30290	INSURER A: Travelers Casualty Ins Co of		19046
	INSURER B: Travelers Indemnity Company		25658
	INSURER C: Hartford Insurance Group		
	INSURER D: INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 13/14 Master **REVISION NUMBER:**

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	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			I-680-4B182694-ACJ-13	2/24/2013	2/24/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			I-680-4B182694-ACJ-13	2/24/2013	2/24/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000						
B				CUP-4B192012-13-42	2/24/2013	2/24/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WECAI2647	5/28/2013	5/28/2014	<input checked="" type="checkbox"/> WORKERS COMPENSATION LIMITS 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)						

CERTIFICATE HOLDER For Insurance Purposes	CANCELLATION 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 M Bowdoin SCL Only/AY

RESOLUTION NO. R-2013-

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO RENEW THE THANKS AGAIN, LLC AGREEMENT; PROVIDING FOR ADJUSTMENT OF FEES AND CHARGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Palm Beach County (the "County"), through its Department of Airports (the "Department"), owns and operates the Palm Beach International Airport (the "Airport"); and

WHEREAS, the Board of County Commissioners desires to market and promote the Airport by rewarding its loyal customers and incentivizing new customers to use the Airport; and

WHEREAS, Thanks Again, LLC provides for a cost effective way to provide a customer loyalty program to reward customers and promote patronage of the Airport; and

WHEREAS, the Board of County Commissioners (the "Board") desires to authorize the County Administrator or his designee to renew the Thanks Again, LLC Agreement (the "Agreement"); and

WHEREAS, the delegation to the County Administrator or his designee to renew the Agreement would eliminate delays caused by requiring the Agreement to be brought before the Board for approval, which is consistent with the goal of the Board to streamline the agenda process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1. Recitals.

The foregoing recitals are true and correct and are expressly incorporated herein by reference and made a part hereof.

Section 2. Renewal Authority including non-material changes.

The County Administrator or his designee is hereby authorized to renew the Agreement on behalf of the Board for a maximum of four (4) additional one year terms provided the renewed Agreement is not changed or includes non-material changes. For purposes of this Resolution, "non-material changes" mean changes that do not modify the substantive obligations of the County including, but not limited to, rate changes, the election of optional Program Fees, and the election of optional branded Rewards Cards. Any material changes desired by the Department will require the Agreement to be brought before the Board for approval. The County Administrator or his designee may terminate or choose non-renewal pursuant to the Agreement.

Section 3. County Administrator Designee.

For purposes of this Resolution, the Director of the Department shall be considered to be the designee of the County Administrator.

Section 4. Adjustment of Fees and Charges.

The County Administrator or his designee may annually approve changes in the Agreement without action by the Board as follows:

1. Transaction Fee rates, including the monthly maximum transaction fee amounts (Article II, Section D);

2. monthly Program Fees (Article II, Section C);
3. Special Rewards transaction fees, including the option of electing such program (Article II, Section E);
4. Data Analytics fees (Article II, Section F)

, Regardless of any combination of changes in fees above, the total contract amount will be limited by annual not to exceed totals as follows: Year 1-\$45,000; Year 2-\$47,250; Year 3-\$49,500; Year 4-\$52,000; and Year 5-\$54,500.

Except for the changes listed above, any changes to the terms and conditions of the Agreement or to the not to exceed values in this paragraph will require the Department to resubmit the Agreement to the Board for review and approval.

Section 5. Severability.

If any section, paragraph, sentence clause or word of this Resolution is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Resolution.

Section 6. Effective Date.

This Resolution shall be effective upon adoption

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2013.

- Commissioner Steven L. Abrams, Mayor -
- Commissioner Priscilla A. Taylor, Vice Mayor -
- Commissioner Hal R. Valeche -
- Commissioner Paulette Burdick -
- Commissioner Shelley Vana -
- Commissioner Mary Lou Berger -
- Commissioner Jess R. Santamaria -

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

SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne Delgado
Assistant County Attorney