

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>(\$46,000)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u>(\$46,000)</u>	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

No minimum annual guarantee (MAG) will be due during the period of the one-year extension, but Fifth Third will pay a privilege fee of 55% of transaction charges. The amount identified above is estimated based on historical transaction information for the year ending September 30, 2012.

C. Departmental Fiscal Review: MM Simon

III. REVIEW COMMENTS

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

[Signature] 8/13/2013
 AM 8/13 OFMB #10 8/12

[Signature] 8/14/13
 Contract Dev. and Control
 8-14-13 [Signature]

B. Legal Sufficiency:

Anne Helgent 8-15-13
 Assistant County Attorney

C. Other Department Review:

 Department Director

SECRETARY'S CERTIFICATE

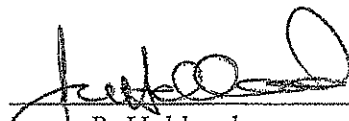
The undersigned does hereby certify that he is the duly elected, qualified and acting Assistant Secretary of Fifth Third Bank, an Ohio banking corporation, and the undersigned does hereby further certify that the following individuals have achieved the title set forth opposite their names and are acting in their respective capacities at this date.

- William J. Moran – Senior Vice President
- Mike Charles – Vice President
- Dennis Green – Vice President
- Mark Jaconette – Vice President
- Bill Kelley – Vice President
- Karen Majors – Vice President
- Randy Morrissey – Vice President
- Brad Newman – Vice President
- Karen Seiter – Vice President
- Jeffrey Smith – Vice President
- Jeff Wagner – Vice President
- Roger Weddle – Vice President

IN WITNESS WHEREOF, I hereunto subscribe my name as of this 30th day of

July

2013.


James R. Hubbard
Assistant Secretary



RESOLVED: that

The Chairman of the Board, Vice Chairman, Chief Executive Officer, President, or any Executive Vice President, Senior Vice President or Vice President, or any Assistant Vice President, the Cashier, Secretary or Treasurer, or any Assistant Cashier or Officer, Assistant Secretary or Assistant Treasurer, or any Branch Manager, or any other officer or employee designated by the Board of Directors or its Executive Committee, is authorized to sign checks, drafts, certificates of deposit, bill of exchange, or other orders for the payment of money drawn by this Company on any office of this Company or its depositories or correspondents, certification of checks, drafts and other orders for the payment of money drawn on this Company, and endorsements on behalf of this Company on checks drafts, bills of exchange, acceptances, bills of lading, warehouse receipts, insurance policies, and other similar documents; appointments of attorneys in fact, or proxies issued in connection with the same with or without power of substitution and with full power of revocation; and to guarantee signatures on assignment of stock certificates and all other forms of securities, also to guarantee signatures on any and all other forms of documents.

The Chairman of the Board, or the Vice Chairman, or the Chief Executive Officer, or the President, or any Executive Vice President, Senior Vice President or Vice President, acting in conjunction with the Cashier, Secretary or Treasurer, or any Assistant Vice President, or any Assistant Cashier or Officer, Assistant Secretary or Assistant Treasurer, or any other officer or employee designated by the Board of Directors or its Executive Committee, is authorized to sign assignments of stocks registered bonds, notes, mortgages, certificates of indebtedness, notes and certificates of interest in real or personal property owned by this Company; bonds or other instruments necessary or proper to secure deposits of public or private funds, deeds, bills of sale and conveyances with or without covenants of warranty and other instruments of a similar nature in respect of real or personal property owned by this Company; mortgages, deeds of trust, security agreements, pledge agreements, financing statements, satisfactions, and releases of mortgages and other indentures in respect of real or personal property owned or held as collateral by this Company; contracts, license agreements, leases perpetual or for terms of years for personal or real property and with privilege and obligation of purchase letters of credit issued by this Company, with power to affix the Corporate seal of this Company thereto and to acknowledge the same, provided, that any one of the foregoing designated officers or employees is authorized to execute satisfactions and releases of residential mortgages or deeds of trust, chattel mortgages and conditional sales contracts, with like power to affix the Corporate seal of this Company thereto, and to acknowledge the same.

This is to certify that the above is a true and correct copy of a Resolution adopted by the Board of Directors of Fifth Third Bank, a corporation organized and existing under the laws of the State of Ohio, at a meeting held and convened according to law on the 15th day of January, 2013, at which meeting a quorum was present, and that said Resolution has not been since modified or repealed, but is still in full force and effect.

Witness my name and seal of said corporation this 30th day of July, 2013.

Cincinnati, Ohio


Assistant Secretary

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2012

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).

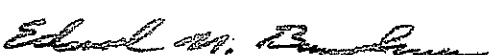
PRODUCER HUB International Midwest Commercial 750 Trade Centre Way, Suite 110 Kalamazoo, MI 49002	CONTACT NAME: PHONE (A/C, No, Ext): 269 323-1900 E-MAIL ADDRESS:	FAX (A/C, No): 269 323-9794
	INSURER(S) AFFORDING COVERAGE	
INSURED Fifth Third Bancorp 38 Fountain Square Plaza Cincinnati, OH 45263	INSURER A: Cincinnati Insurance Company	NAIC # 10677
	INSURER B: Liberty Insurance Corporation	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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"/> BI/PD Ded:50000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			COP2314588	01/01/2013	01/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PO/AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <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			CAP5878243	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CCC1154777	01/01/2013	01/01/2014	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WA768D004176	01/01/2013	01/01/2014	<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
A	Property			COP2314588	01/01/2013	01/01/2014	\$500,000,000 Loss Limit \$100,000 Ded, Cause:Spc

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406 are additional insured on General Liability ATIMA. This insurance is primary and non contributory. A waiver of subrogation is included in favor of Palm Beach County Board of County Commissioners.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406	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 
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**SECOND AMENDMENT TO
AUTOMATED TELLER MACHINE CONCESSION AGREEMENT**

THIS SECOND AMENDMENT TO AUTOMATED TELLER MACHINE CONCESSION AGREEMENT ("Second Amendment"), made and entered into _____, by and between **Palm Beach County**, a political subdivision of the State of Florida (the "County"), and **Fifth Third Bank**, a banking corporation organized under the laws of the State of Ohio, having its office and principal place of business at Fifth Third Center, 38 Fountain Square Plaza, MD 10 ATA1, Cincinnati, OH 45263 ("Concessionaire").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports, owns Palm Beach International Airport, North County General Aviation Airport, Palm Beach County Glades Airport and Palm Beach County Park Airport (hereinafter collectively referred to as the "Airport"), which are located in Palm Beach County, Florida; and

WHEREAS, County and Concessionaire have entered into that certain Automated Teller Machine Concession Agreement dated September 9, 2008 (R2008-1457), as amended by that certain First Amendment to Automated Teller Machine Concession Agreement dated May 3, 2011 (R2011-0727), (the "Agreement") for the operation of ATM services in the Airport; and

WHEREAS, the parties hereto desire to extend the term of the Agreement for one (1) year 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 one (1) additional one (1) year period 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, 2013 and expire on September 30, 2014. Commencing October 1, 2013, no Minimum Annual Guarantee shall be payable under the Agreement.

3. Article 22 of the Agreement is modified to add the following Section 22.27:

22.27 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 County and/or Concessionaire.

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 Second 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

Steven L. Abrams, Mayor

(Seal)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

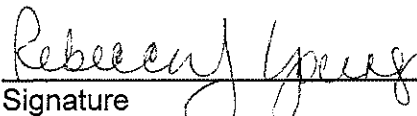
Assistant County Attorney



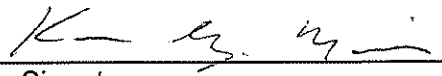
Director, Department of Airports

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

CONCESSIONAIRE:
Fifth Third Bank, an Ohio banking
corporation



Signature

By: 

Signature

Rebecca J. Young

Print Name


Karen G. Majors

Print Name
Vice President

Title



Signature

By: 

Signature

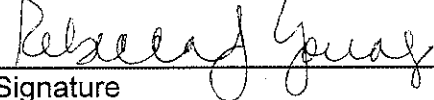
Robin Craft

Print Name

Karen Seiter

Print Name
VP


Title



Signature

Rebecca J. Young

Print Name



Signature

Robin Craft

Print Name