

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* _____	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____
 Budget Account No: Fund 4100 Department 120 Unit 1110 Object 4945

Reporting Category _____

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

* This Amendment will authorize reimbursement to Clear Channel using rent credits for the design, fabrication, and installation of advertisements and displays. Cost is difficult to predict because advertising is dependent on availability of display space but the Department does not expect to exceed \$10,000 in annual expenditures.

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

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

<p><u>_____</u> 2/5 2/5 OFMB</p>	<p><u>_____</u> 2-6-15 Contract Dev. and Control</p>
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B. Legal Sufficiency:

Anne Delgado 2/9/15
 Assistant County Attorney

C. Other Department Review:

 Department Director

**THIRD AMENDMENT TO
ADVERTISING CONCESSION AGREEMENT**

THIS THIRD AMENDMENT TO ADVERTISING CONCESSION AGREEMENT (this "Amendment"), made and entered into _____, by and between **Palm Beach County**, a political subdivision of the State of Florida (the "County"), and **In-Ter-Space Services, Inc., d/b/a Clear Channel Airports**, a Pennsylvania corporation ("Concessionaire"), with its office and address at 4635 Crackersport Road, Allentown, PA 18104.

WITNESSETH:

WHEREAS, the County, by and through its Department of Airports, owns and operates the Palm Beach International Airport, located in Palm Beach County, Florida, for the promotion, accommodation, and development of air commerce and transportation; and

WHEREAS, the County and Concessionaire have entered into that certain Advertising Concession Agreement dated February 24, 2009 (R2009-0280), as amended, (the "Agreement") for the operation of an advertising concession in the Airport; and

WHEREAS, the parties hereto desire 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. Section 4.05, Vacant Advertising Displays, of the Agreement is hereby deleted in its entirety and replaced with the following:

4.05 Vacant Advertising Displays/Airport Advertisements.

- A. Concessionaire shall use its best efforts and sound business practices to keep all Advertising Displays fully occupied with revenue-producing advertising. Under no circumstances shall Concessionaire allow an Advertising Display to remain vacant or dark. Concessionaire must produce and maintain a supply of "fillers", at Concessionaire's sole cost and expense, to place in any vacant Advertising Displays until Concessionaire has obtained an advertiser for the space. All "filler" advertising shall be subject to prior approval of the Department and shall be kept fresh and current.

- B. The Department may request Concessionaire to install and maintain advertising in vacant Advertising Displays for the provision of local tourism information, welcome messages and the promotion of the Airport and Airport programs or services ("Airport Advertisements"). Concessionaire shall have the right to disapprove any Airport Advertisement reasonably determined by Concessionaire to conflict with Concessionaire's advertising program at the Airport. Concessionaire shall only charge for its reasonable, actual, direct costs and expenses ("Direct Costs") for the design, fabrication and installation of Airport Advertisements. The County agrees to pay the Direct Costs, if any, of Airport Advertisements. Advertisements installed at the Airport pursuant to this Section 4.05 are intended to be short-term and temporary in nature until such time revenue-generating advertising can be secured for the location.
- C. The Department may also request the installation of additional Advertising Displays by Concessionaire for the use by the County for the promotion of the County and Airport, subject to payment of Concessionaire's Direct Costs of purchasing and installing the requested Advertising Displays. Concessionaire shall be responsible for managing the content and the maintenance and repair of such Advertising Displays at Concessionaire's sole cost and expense; provided that Concessionaire is permitted to sell advertising on such Advertising Displays at such times as mutually agreed to by the parties. In the event such Advertising Displays are installed for the sole benefit of the County and Concessionaire is not permitted to, or elects not to, sell advertising on such Advertising Displays, Concessionaire shall be entitled to reimbursement of its Direct Costs for the management, maintenance and repair of such Advertising Displays.
- D. Payment of Concessionaire's Direct Costs for the design, fabrication and installation of Airport Advertisements; the cost of installing Advertising Displays for use by the County; and reimbursement for the management, maintenance and repair of Advertising Displays used solely by the County, shall be in the form of a credit against Concession Fees payable by Concessionaire to the County hereunder. Payment requests shall be accompanied by documentation reasonably satisfactory to County evidencing the costs incurred by Concessionaire, which shall include original invoices and receipts issued by the contractor, vendor or supplier. Reimbursement requests shall be certified by an authorized officer of Concessionaire that all expenses claimed have been paid. Concessionaire shall not be

entitled to deduct or offset credits against any amount payable to County hereunder, until such time as County has approved the request for payments in accordance with the requirements of this Agreement.

3. Section 17.01, General, of the Agreement is hereby deleted in its entirety and replaced with the following:

17.01 Non-discrimination in County Contracts/Federal Non-discrimination Covenants.

- A. Concessionaire warrants and represents to County that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. Concessionaire has submitted to County a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as may be amended, or in the alternative, if Concessionaire does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R-2014-1421, as may be amended.
- B. Concessionaire, for its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the Airport for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities (as hereinafter defined), as may be amended, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - 2. No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport property.

3. In the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
4. Concessionaire shall comply with, and use the Airport in compliance with, the requirements imposed by or pursuant to the Nondiscrimination Authorities.
5. In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Agreement and hold the same as if this Agreement had never been made or issued. This Agreement shall not be terminated pursuant to this paragraph until the procedures of 49 CFR Part 21 are followed and completed, including, the exercise or expiration of appeal rights.
6. For purposes of this Article, the term "Non-Discrimination Authorities" includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix "E" of Appendix "4" of FAA Order 1400.11, Non-discrimination in Federally-Assisted Programs at the Federal Aviation Administration, as may be amended.

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 the parties and approved by the Palm Beach County Board of County Commissioners

IN WITNESS WHEREOF, the parties hereto have executed this 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

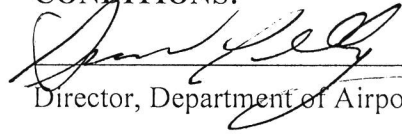
(Seal)

Shelley Vana, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

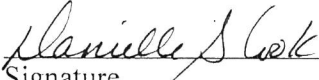
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:



Director, Department of Airports

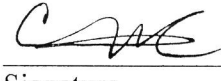
Signed, sealed & delivered in the presence of
two witnesses for Concessionaire:



Signature

Danielle S. Cook

Print Name

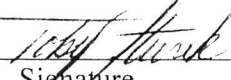


Signature

Criscia Williams-Crawford

Print Name

CONCESSIONAIRE:
In-Ter-Space Services, Inc. d/b/a
Clear Channel Airports

By: 

Signature

Toby Stueck

Print Name

EVP

Title

(Corporate Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2014

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 Aon Risk Services Southwest, Inc. 5555 San Felipe, Suite 1500 Houston, TX 77056-3089	1-832-476-6000	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED In-Ter-Space Services, Inc., licensed as Clear Channel Airports 4635 Crackersport Road Allentown, PA 18104		INSURER(S) AFFORDING COVERAGE	
		INSURER A: GREENWICH INS CO	NAIC # 22322
		INSURER B: XL SPECIALTY INS CO	37885
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 42365043 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RGD3000528	11/01/14	11/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> 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 <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			RAD9437709	11/01/14	11/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
							EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			RWR3000530 / RWD3000529	11/01/14	11/01/15	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ITS ACCOUNT NUMBER - PLC803

Certificate Holder is an additional insured on the liability policies, but only with respect to liability that arises out of the acts or omissions of the Named Insured; or, to the extent of the liability assumed by the Named Insured under written contract.

Workers Compensation is evidenced for employees of the Named Insured Only.

CERTIFICATE HOLDER PALM BEACH COUNTY C/O INSURANCE TRACKING SERVICES, INC. (ITS) PO BOX 20270 LONG BEACH, CA 90801 USA	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 <i>Aon Risk Services Southwest, Inc.</i>
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IN-TER-SPACE SERVICES, INC.

ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, Hamlet T. Newsom Jr., being the duly elected, acting and qualified Assistant Secretary of IN-TER-SPACES Services, Inc., a Pennsylvania corporation (the "*Corporation*"), in his capacity as an officer of the Corporation and not individually, hereby certifies as follows:

1. Pursuant to resolutions approved and adopted by the Board of Directors of the Corporation on August 12, 2014, Toby Sturek, President of the Corporation, is authorized to execute and deliver, in the name and on behalf of the Corporation, that certain Third Amendment to Advertising Concession Agreement between Palm Beach County, a political subdivision of the State of Florida, and the Corporation (the "*Third Amendment*"), along with any and all other documents and instruments necessary or appropriate in connection with the Third Amendment and implementing the provisions thereof.

IN WITNESS WHEREOF, the undersigned has hereunto duly signed this Assistant Secretary's Certificate as of this 12th day of January 2015.

IN-TER-SPACE SERVICES, INC.

By: Hamlet T. Newsom Jr.
Hamlet T. Newsom Jr., Assistant Secretary