

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$8,386)</u>	<u>(\$25,000)</u>	<u>(\$25,000)</u>	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$8,386)</u>	<u>(\$25,000)</u>	<u>(\$25,000)</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

The fiscal impact analysis assumes payment of the MAG. This Amendment provides for an \$8,386 increase to the FY 2017 MAG calculation (\$25,000 was previously reported) and extends the agreement for two years with a MAG of \$25,000. Actual revenues may be greater if the percentage calculation exceeds the MAG in any given year.

C. Departmental Fiscal Review: CM Surin

III. REVIEW COMMENTS

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

[Signature]
 OFMB
 5/18/17

[Signature] 5/18/17
 Contract Dev. and Control
 5/18/17

B. Legal Sufficiency:

Anne Delgant 5-19-17
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01
 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

CERTIFICATE
(Corporation)

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

1. That Pedro R. Pelaez is the Secretary of Communitel, Inc., a corporation organized and existing in good standing under the laws of the State of Florida, 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 25 day of July, ~~2019~~ in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain First Amendment to Automated Teller Machine 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 Pedro R. Pelaez, the President 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 12 day of April, 2017

Pedro R. Pelaez
[Signature]

Corporate Seal

Pedro R. Pelaez, Secretary
Pedro R. Pelaez

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Tuesday, April 18, 2017

Insured: Communitel, Inc.

Insured ID: R-2014-1289

Status: **Compliant (with overrides)**

ITS Account Number: PLC1052

Project(s): **Palm Beach County - Airport Properties**

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 4/15/2018			
General Aggregate:	\$1,000,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$1,000,000	\$2,000,000	
Personal And Advertising Injury:	\$1,000,000	\$1,000,000	
Each Occurrence:	\$1,000,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>	All Owned Autos	not provided	X
Expiration: 4/18/2017	Hired Autos	Hired Autos	
	Non-Owned Autos	Non-Owned Autos	
Combined Single Limit:	\$1,000,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>	WC Stat. Limits	not provided	X
Expiration: 10/27/2017			

Notifications ([Show All](#))

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

**FIRST AMENDMENT TO AUTOMATED TELLER
MACHINE CONCESSION AGREEMENT BETWEEN
PALM BEACH COUNTY AND COMMUNITEL, INC.**

This First Amendment to Automated Teller Machine Concession Agreement (this "First Amendment") is made and entered into _____ by and between Palm Beach County, a political subdivision of the State of Florida (the "County"), and Communitel, Inc., a Florida corporation organized under the laws of the State of Florida, having its office and principal place of business at 6955 NW 77th Avenue, Suite 204, Miami, Florida 33166 (the "Concessionaire").

WITNESSETH:

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

WHEREAS, the parties entered into that certain Automated Teller Machine Concession Agreement dated September 9, 2014, (R-2014-1289) (the "Agreement"), which provides for the right to provide ATM services at 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 of 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. 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 2.01 of the Agreement is hereby deleted in its entirety and replaced with the following Section 2.01:

2.01 "ADA" means the Americans with Disabilities Act, the State of Florida Accessibility Requirements Manual, and Section 504 of the Rehabilitation Act of 1973 and all implementing rules, regulations and orders, including, but not limited to 28 CFR Parts 36 and 36 and 49 CFR Parts 27 and 37, as now or hereafter amended.

3. County and Concessionaire hereby agree to renew the Agreement in accordance with Section 3.03 of the Agreement. The Term of the Agreement is hereby extended for an additional term of two (2) years (the "Renewal Term") and shall expire on September 30, 2019, with no further renewal.



4. Section 5.02(A) of the Agreement is hereby deleted in its entirety and replaced with the following Section 5.02(A):

5.02 Minimum Annual Guarantee.

A. *The Minimum Annual Guarantee for each Contract Year shall be as follows:*

<i>Time Period</i>	<i>Minimum Annual Guarantee</i>
<i>First Contract Year (10/1/2014 – 9/30/2015)</i>	<i>\$25,000.00</i>
<i>Second Contract Year (10/1/2015 – 9/30/2016)</i>	<i>\$39,070.25</i>
<i>Third Contract Year (10/1/2016 – 9/30/2017)</i>	<i>\$33,385.88</i>
<i>Fourth Contract Year (10/1/2017 – 9/30/2018) and each Contract Year (10/1 – 9/30) thereafter.</i>	<i>\$25,000.00 or eighty-five percent (85%) of the Annual ATM Privilege Fee for the preceding Contract Year, whichever is greater.</i>

5. Section 21.01 of the Agreement is hereby deleted in its entirety and replaced with the following Section 21.01:

21.01 Non-Discrimination in County Contracts. *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 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 amended.

6. 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.

7. Paragraph Headings. The heading of the various sections of this First 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 First Amendment or the Agreement.

8. Effective Date. This First Amendment shall become effective when signed by both parties hereto and approved by the Palm Beach County Board of County Commissioners.

[2]



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

ATTEST:

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

SHARON R. BOCK

By: _____
Clerk and Comptroller

By: _____
Paulette Burdick, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: Anne Helgent
County Attorney

By: Sam Kelly
Director, Department of Airports

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

CONCESSIONAIRE:
Communitel, Inc.

Aliet Guervan
Signature

Pedro R. Pelaez
Signature

Aliet Guervan
Print Name

Pedro R. Pelaez
Print Name

Claribel Ferras
Signature

President
Title

Claribel Ferras
Print Name

(Seal)