

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>\$-0-</u>	<u>(\$3,165)</u>	<u>(\$3,165)</u>	<u>(\$3,165)</u>	<u>(\$3,165)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$-0-</u></u>	<u><u>(\$3,165)</u></u>	<u><u>(\$3,165)</u></u>	<u><u>(\$3,165)</u></u>	<u><u>(\$3,165)</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes 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 is based upon the current minimum annual guarantee for FY17 which is \$3,165.32 (\$263.78 per month) and presumes the term will continue for five (5) years until 9/30/22.

C. Departmental Fiscal Review: *My Simon*

III. REVIEW COMMENTS

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

J. H. [Signature] 7/26/17
 OFMB 8/7/25

[Signature] 8/4/17
 Contract Dev. and Control
 8/17/17

B. Legal Sufficiency:

[Signature] 8/9/17
 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)

Secretary's Certificate

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

1. That he is the Secretary of **Smarte Carte, Inc.**, a corporation organized and existing in good standing under the laws of the State of Minnesota (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 on April 29, 2008, in accordance with the laws of the State of Minnesota, the Articles of Incorporation and the By-laws of the Corporation:

"RESOLVED, that, effective immediately, the following named persons be, and they hereby are, duly authorized and constituted to execute contracts for and on behalf of Smarte Carte, Inc.:

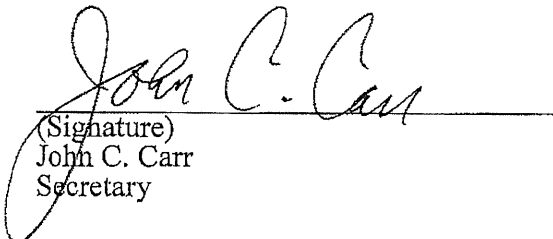
Edward D. Rudis, President and Chief Executive Officer
James N. Meyer, Vice President and Chief Financial Officer
Arthur F. Spring, Sr. Vice President
John C. Carr, Vice President and Secretary"

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 or its state of incorporation if other, 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 Corporation Seal of the Corporation the 23rd day of May, 2016.

(CORPORATE SEAL)



(Signature)
John C. Carr
Secretary

**SECOND AMENDMENT TO
AIRPORT BAGGAGE CART CONCESSION AGREEMENT
BETWEEN PALM BEACH COUNTY
AND SMARTE CARTE, INC.**

This Second Amendment to Airport Baggage Cart Concession Agreement (this "Amendment") is made and entered into this _____, 2017 by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Smarte Carte, Inc., a Minnesota Corporation, having its office and principal place of business at 4455 White Bear Parkway, St. Paul, Minnesota 55110-7641 ("Concessionaire").

WITNESSETH:

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

WHEREAS, the parties entered into that certain Airport Baggage Cart Concession Agreement dated July 20, 2010 (R-2010-1108), as amended by that certain First Amendment to Airport Baggage Cart Concession Agreement (R-2011-0807) (the "Agreement"); 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 3.02 of the Agreement is hereby deleted in its entirety and replaced with the following Section 3.02:

3.02 Term. The term of this Agreement shall commence on October 1, 2010 (the "Commencement Date") and terminate on September 30, 2015 (the "Initial Term"), unless sooner terminated as provided herein. Upon the expiration of the Initial Term, this Agreement shall be automatically renewed for seven (7) one-year terms (October 1st through September 30th) thereafter (each, a "Renewal Term"); provided that: (1) Concessionaire is not in violation of this Agreement; and (2) neither party has provided written notice to the other party at least thirty (30) days prior to the expiration of the then current term, of its desire or intent to terminate or not renew this Agreement. The Initial Term and each Renewal Term shall be collectively referred to as the "Term".

3. Section 4.06 of the Agreement is hereby deleted in its entirety and replaced with the following Section 4.06:

4.06 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 Licensee, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

4. 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.

5. Article 22, Miscellaneous, of the Agreement is hereby amended to add the following Section 22.24:

22.24 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.

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 Second 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 Second Amendment or the Agreement.

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

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

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: *Jan Kelly*
Director, Department of Airports

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

CONCESSIONAIRE:
Smarte Carte, Inc.

John C. Carr
Signature

James W Meyer
Signature

John C. Carr
Print Name

JAMES W MEYER
Print Name

Jackie Sura
Signature

CFO
Title

Jackie Sura
Print Name

(Seal)

**ATTACHMENT - 2
ACDBE AVAILABILITY ANALYSIS**

Baggage Cart Concession Agreement							
Market Area: Florida							
NACIS Description	NAICS Code	Estimated Dollars by Category	Estimated Percentage of Dollars by Category	Available ACDBE	Total Available	Unweighted Percentage	Weighted Percentage
Other Equipment Merchant Wholesalers	423440	\$7,500.00	10%	3	336	0.89%	0.09%
Insurance Agencies & Brokers	524210	\$3,000.00	4%	5	8965	0.06%	0.00%
Facility Support Services	561210	\$35,000.00	47%	4	421	0.95%	0.44%
Commercial & Industrial Machinery & Equipment Repair & Maintenance	811310	\$3,500.00	5%	3	1166	0.26%	0.01%
Misc. Expenses/Profit	N/A	\$26,000.00	35%	N/A	N/A	0.00%	0.00%
		\$75,000.00	100%			2.16%	0.55%

Misc. expenses includes administrative overhead, taxes, concession fees to the airport, credit card fees and profit.