Agenda Item: 3F/7

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

No. 100 100 100 100 100 100 100 100 100 10					
Meeting Date: August 15		[x] []	Consent		:===
Department:		L J	workshop	Public Hear	ing
Submitted By: Departmen	nt of Airports				
Submitted For:					
		====		:======================================	. <u></u>
	I. EXECUTIV	E BRIE	<u>E</u>		
Motion and Title: Staff red Baggage Cart Concession A Carte, Inc., a Minnesota Cor of the term to September 30	greement (R-2010- poration (Smarte Ca	1108 20	· amandad) /	`A ~~~ ~ ~ (\ 1(1 _ ~)	
Summary: Smarte Carte p PBIA pursuant to the Agree pays the greater of a minim revenues under the Agreem provides for automatic annu conditions, including a comm (ACDBE) participation. Sma date under the Agreemen provisions, including the Ins (AH)	ement. The term endernant annual guarant lent are less than \$ al renewals to Septenitment of a minimunte Carte has achied to The Second Areas annual	expires (see or 5° 75,000 cember 3° 100 monday)	September 30% of annual sannually. The Solid September 300, 2022, und Solid September 300, 2022, under also under september 300, under	0, 2017. Smarte C gross revenues. Grine Second Amenda der the same terms accession Disadvanta ACDBE participation of the second	carte ross nent and aged on to
Background and Justificate as passengers fly with less concessionaires. While ther airport for a fee, the Depart paggage cart concessions.	baggage resulting e are companies wi	In the c	onsolidation	of airport baggage	cart
Attachments: 1. Second Amendment (2. ACDBE Availability Ar	3) nalysis				
BRecommended By:	Department Dire	ctor	=======	フ/≥ 4 /~ Date	-
Approved By:	County Adminis	trator		8/9/17 Date	-

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 Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	\$-0- 	(\$3,165)	(\$3,165) (\$3,165)	(\$3,165) (\$3,165)	(\$3,165) (\$3,165)	
# ADDITIONAL FTE POSITIONS (Cumulative)						
Is Item Included in Current Budget Account No: FundReporting		artment 120		3430 RSou	ırce <u>4469</u>	
B. Recommended Sources of	Funds/Sum	mary of Fisca	ıl Impact:			
The fiscal impact is based \$3,165.32 (\$263.78 per mo 9/30/22.	upon the onth	current minimuesumes the t	um annual gu erm will cont	uarantee for inue for five	FY17 which is (5) years until	
C. Departmental Fiscal Review:						
III. REVIEW COMMENTS						
A. OFMB Fiscal and/or Contra	ct Developm	nent and Con	trol Commen	ts:		
OFMB ET 7/2	126/17		Contract	Dev. and Con	8/4/17 ptroi	
B. Legal Sufficiency:			14		/ 1 / Xe2	
Assistant County-Attorney	<u>1</u> 47					
C. Other Department Review:						
Department Director	-					

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

STATUS BY PROJECT COVERAGES SUMMARY PROBLEMS EXPIRATION

AM BEST CANCELLED INSURED COMPLIANT

NON-COMPLIA SPECIAL ISSUES MISSING POLICI

Summary of Contr

Connect to ITSLive Supp (^

<u>Dashboard</u> Select a Project Add a Contract Locate a Contract

Summary of Certificates

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

Friday, July 07, 2017

Simple View

Certificate Images

Documents

Insured:

Smarte Carte, Inc.

Insured ID: PBI-SC-10-01

Status:

Compliant (with overrides)

ITS Account Number:

PLC816

Project(s):

Palm Beach County - Airport Properties

Insurance Policy	Policy Required		<u>Override</u>
General Liability			
Expiration: 12/31/2017			
General Aggregate:	\$500,000	\$5,000,000	
Products - Completed Operations Aggregate:	\$5,000,000	\$2,000,000	X
Personal And Advertising Injury:	\$5,000,000	\$1,000,000	X
Each Occurrence:	\$5,000,000 \$1,000,000		X
Fire Damage:	\$100,000	\$1,000,000	
Medical Expense:	\$5,000	\$10,000	
Automobile Liability Expiration: 12/31/2017	All Owned Autos Hired Autos Non-Owned Autos	Any Auto not provided Hired Autos Non-Owned Autos	X
Combined Single Limit:	\$1,000,000	\$2,000,000	
Excess/Umbrella Liability Expiration: 12/31/2017			
Each Occurrence:	\$0	\$5,000,000	
Aggregate Limit:	\$0	\$5,000,000	
Workers Compensation/Employers Liability	WC Stat. Limits	WC Stat. Limits	

Expiration: 12/31/2017

Notifications (Show All)

There were no deficiency letters issued.

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

Certificate Submittal

https://its.insurancetrackingservices.com/clientreports/

7/7/2017

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 Bylaws 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"

- 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)

ighature) Ìohh C. Carr

Secretary

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

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 <u>Term.</u> 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:
 - 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 <u>Non-Discrimination in County Contracts</u>. 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, <u>Miscellaneous</u>, of the Agreement is hereby amended to add the following Section 22.24:
 - 22.24 <u>No Third Party Beneficiaries.</u> 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. <u>Ratification of Agreement</u>. 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. <u>Paragraph Headings</u>. 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. <u>Effective Date</u>. 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: Director, Department of Airports			
Signed, sealed and delivered in the presence of two witnesses for Concessionaire:	CONCESSIONAIRE: Smarte Carte, Inc.			
Signature John C. ARR	Signature James Winder			
Print Name	Print Name			
Signature Jackie Sura Print Name	Title			
	(Seal)			

ATTACHMENT - 2
ACDBE AVAILABILITY ANALYSIS

Baggage Cart Concession Agreement Market Area: Florida							
			Estimated Percentage of				
NACIC PLANTAGE		Estimated Dollars	Dollars by	Available		Unweighted	Weighted
NACIS Description Other Equipment Merchant	NAICS Gode	by Category	Category	ACDBE	Total Available	Percentage	Percentage
	400440	4					
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%
Commericial & Industrial						0.5570	0.4470
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%
	(1) (國際公司第二)	\$75,000.00	100%			2.16%	0.55%

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