

Explanation of Consent Agenda Item E.2.c.(9) January 18, 2017

ITEM:

Consideration of authorizing staff permission to renew Smart Marketing Concepts, Inc. d/b/a SMC Software and RezPort, Inc., contract with the Port for the on-line parking reservation system for (1) one-year renewal options.

EXPLANATION:

The contract term is a one year base term effective December 20, 2012 with five one-year renewal options. This request is for the fourth year renewal option effective December 20, 2016 through December 20, 2017.

The online reservation system provided by SMC is operational and functional to suit the needs of the Port. Guests are able to make payment for parking online, which allows us to expedite arriving guests in a timelier manner. The system also generates the types of reporting that our finance department prefers, which allows compatibility in report sharing for fiscal reporting and comparisons. SMC support takes our requests seriously and resolves issues in a timely manner.

Staff is requesting a one year renewal of the SMC/RezPort contract.

Funding Review by Finance (Pat Poston): This item is an operational expense. Historically the amount used in one year was approximately \$25,000. The FY17 Operating Budget currently has that amount budgeted for this line item. During midyear budget review, this account will be analyzed to ensure it is still within budget. There is no budget change required at this time.

**Staff recommends approval.
Prepared by Brian Blanchard**

**Smart Marketing Concepts, Inc.
ASSIGNMENT AGREEMENT**

This Assignment Agreement ("Assignment Agreement"), dated as of this 1st day of July, 2016 ("Effective Date ") is by and among Smart Marketing Concepts, Inc. d/b/a SMC Software ("Assignor") and RezPort, Inc. ("Assignee") and CANAVERAL PORT AUTHORITY ("Client").

WITNESSETH

WHEREAS, Assignor and Client have entered into a contract (the "Contract"), attached as Exhibit 1 to this Assignment Agreement, which has been furnished by Assignor in its entirety to Assignee;

WHEREAS, Assignor desires to assign and delegate to Assignee all of its rights, duties and obligations in the Contract and Assignee desires to accept such assignment and delegation and to assume such rights, duties and obligations, in accordance with the terms hereof; and

WHEREAS, Assignor desires to obtain the consent of Client to such assignment, delegation and assumption and Client desires to grant such consent in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the premises and of the Assignment Agreement herein contained, the parties hereto agree as follows:

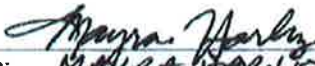
1. Assignment and Assumption. As and from the Effective Date, Assignor will assign and delegate to Assignee all of Assignor's rights, duties and obligations under the Contract and Assignee hereby accepts such assignment and delegation and assumes such rights, duties and obligations.
2. Covenants of Assignee. Assignee agrees that, as long as the Contract is in effect, Assignee shall (i) be responsible for all of Assignor's obligations under the Contract, (ii) be entitled to all benefits to Assignor under such Contract, and (iii) comply with the applicable provisions of the Contract.
3. Representation. Each of Client, the Assignor and the Assignee hereby represents and warrants to the other parties hereto that the execution, delivery and performance hereof by it are within its corporate powers, and have been duly authorized by all necessary corporate or other action and that this Assignment Agreement constitutes its legal, valid and binding obligation.
4. Further Actions. Client, Assignor and Assignee will execute, acknowledge and deliver all such other and additional instruments, notices, releases and other documents and will do all such other acts as may be necessary or advisable to fully assign to Assignee all of the respective rights and interests herein and hereby granted

or intended to be granted and to carry out their respective obligations under this Assignment Agreement.


5. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first above written.


**Smart Marketing Concepts, Inc. d/b/a SMC
Software (Assignor)**

By: 
Name: MAURA HARLEY
Title: CEO

RezPort, Inc. (Assignee)

By: 
Name: MICHAEL S HARLEY
Title: PRESIDENT

Client

CANAVERAL PORT AUTHORITY
By: 
Name: CRAIG LANGLEY
Title: GENERAL COUNSEL

9/23/16