

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: April 17, 2012 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: License Agreement with Avis Rent A Car System, LLC (Avis) commencing February 1, 2012 and expiring February 15, 2012, for the parking of vehicles in connection with Avis' rental car operation at the Palm Beach International Airport (PBIA), for payment of a license fee in the amount of \$1,462.50.

Summary: Delegation of authority for execution of the standard license agreement was approved by the Board in R-2007-2070. This License Agreement provides for the use of approximately 43,200 square feet of parking area adjacent to the Avis rental car facility at PBIA, for use solely for the parking of vehicles in connection with Avis' rental car operation at PBIA. Countywide (AH)

Background and Justification: N/A

Attachments: License Agreement (1)

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LB
Recommended By: James Kelly Department Director 2/15/12 Date

Approved By: pot John... County Administrator 4/3/12 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(1,462.50)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(1,462.50)</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No: Fund 4100 Department 120 Unit 8451 RSource 4413
 Reporting Category _____

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

The fiscal impact of this License Agreement will be a license fee for the use and occupancy of the property in the amount of \$1,462.50.

C. Departmental Fiscal Review: CM Simms

III. REVIEW COMMENTS

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

[Signature]
 OFMB TA 3/19/12
3/19/12

[Signature]
 Contract Dev. and Control
3-30-12

B. Legal Sufficiency:

Anne DeFiant 4/3/12
 Assistant County Attorney

C. Other Department Review:

 Department Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
7/13/2011

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 term and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer right to certificate holder in lieu of such endorsement(s).

PRODUCER AON RISK SERVICES CENTRAL, INC. FKA AON RISK SERVICES, INC. OF MINNESOTA 8300 NORMAN CENTER DRIVE, SUITE 400 MINNEAPOLIS, MN 55437-1027	CONTACT NAME:														
	PHONE (A/C. NO. EXT) (866) 283-7122	Fax (A/c. No.): (847) 953-5390													
	E-MAIL ADDRESS:														
	Producer Customer ID: # 570000029827														
	<table border="1"> <thead> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: CONTINENTAL CASUALTY COMPANY</td> <td>20443</td> </tr> <tr> <td>INSURER B: PV HOLDING CORP. / BUDGET TRUCK RENTAL, LLC.</td> <td>90029</td> </tr> <tr> <td>INSURER C: AMERICAN CASUALTY COMPANY OF READING, PA</td> <td>20427</td> </tr> <tr> <td>INSURER D: TRANSPORTATION INSURANCE COMPANY</td> <td>20494</td> </tr> <tr> <td>INSURER E: ACE PROPERTY & CASUALTY INSURANCE COMPANY</td> <td>20699</td> </tr> <tr> <td>INSURER F:</td> <td>24147</td> </tr> </tbody> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: CONTINENTAL CASUALTY COMPANY	20443	INSURER B: PV HOLDING CORP. / BUDGET TRUCK RENTAL, LLC.	90029	INSURER C: AMERICAN CASUALTY COMPANY OF READING, PA	20427	INSURER D: TRANSPORTATION INSURANCE COMPANY	20494	INSURER E: ACE PROPERTY & CASUALTY INSURANCE COMPANY	20699	INSURER F:
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INSURED	CERTIFICATE NUMBER: 2717	REVISION NUMBER:
AVIS BUDGET GROUP, INC.; AVIS BUDGET CAR RENTAL, LLC, ITS SUBSIDIARIES INCLUDING AVIS RENT A CAR SYSTEM, LLC, BUDGET RENT A CAR SYSTEM, INC. AND BUDGET TRUCK RENTAL, LLC. 6 SYLVAN WAY PARSIPPANY, NJ 07054		

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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> Loc			GL001603190	7/1/2011	7/1/2012	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$0
							PERSONAL & ADV IN JURY	\$2,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> GARAGE LIABILITY			BUA001700830	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
B	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY			SELF INSURED	7/1/2011	7/1/2012	BODILY INJURY (Per person)	
A	Any Auto			GL001603190	7/1/2011	7/1/2012	BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			G25831068	7/1/2011	7/1/2012	EACH OCCURRENCE	\$4,000,000
							AGGREGATE	\$4,000,000
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> NA		NA	WC2063557868 - DED.	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If Yes, describe under DESCRIPTION OF OPERATIONS below			WC2083557871 - CA	7/1/2011	7/1/2012	E.L. EACH ACCIDENT	\$1,000,000
				WC2083557854 - RETRO			E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
	OTHER						Each Occurrence / Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 See Attached

CERTIFICATE HOLDER	CANCELLATION
PALM BEACH COUNTY, FLORIDA PALM BEACH INTERNATIONAL AIRPORT C/O AIRPORT PROPERTIES DEPARTMENT 846 PALM BEACH INTERNATIONAL AIRPORT WEST PALM BEACH, FL 33406 USA C/O PROPERTY / AIRPORT MANAGER	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 Central, Inc.</i>

Certificate Holder:

PALM BEACH COUNTY, FLORIDA

Cert Number:

2717

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS, C/O PALM BEACH COUNTY DEPARTMENT OF AIRPORTS, 846 PALM BEACH, INTERNATIONAL AIRPORTS, WEST PALM, FL 33406 ARE ADDITIONAL INSURED TO THE GL POLICY AND WAIVER OF SUBROGATION APPLIES WITH RESPECT TO THEIR INTEREST IN THE AIRPORT GROUND LEASE AGREEMENT WITH AVIS RENT A CAR AND BUDGET RENT A CAR. THIS CERTIFICATE OF INSURANCE (COI) RELATES TO A POLICY (POLICIES) ISSUED TO THE NAMED INSURED AND IS INTENDED TO DEMONSTRATE COVERAGE AS PROVIDED SOLELY TO THE NAMED INSURED AND IS FOR INFORMATIONAL PURPOSES ONLY. THE CERTIFICATE HOLDER LISTED ON THIS COI MAY BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES) ONLY TO THE LIMIT THAT SUCH CERTIFICATE HOLDER'S INTEREST APPEARS ONLY IF SUCH INCLUSION IS REQUIRED IN WRITING SPECIFICALLY AND EXPRESSLY STATING THAT SUCH CERTIFICATE HOLDER BE NAMED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES). UMBRELLA COVERAGE MAY BE SUBJECT TO DEDUCTIBLE AND/OR SELF INSURANCE. SHOULD ANY OF THE ABOVE EVIDENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, AVIS BUDGET GROUP RISK MANAGEMENT DEPARTMENT WILL PROVIDE 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION TO CERTIFICATE HOLDER IF REQUIRED BY WRITTEN CONTRACT.

**AVIS RENT A CAR SYSTEM LLC
SECRETARY'S CERTIFICATE**

I, Jean M. Sera, am a duly elected, qualified and acting Senior Vice President and Secretary of Avis Rent A Car System LLC (the "Company").


I HEREBY CERTIFY that the following resolution was adopted by the Company, on October 3, 2006 and has not been amended, rescinded, or modified and is in full force and effect on the date hereof.

"RESOLVED, that the persons listed below are each duly authorized to execute on behalf of the Company, any and all airport bids, leases, concession agreements, real estate and any other similar instruments which are necessary to the business operations of the Company:

Robert Bouta
Robert D'Amico
F. Robert Salerno
Karen C. Scalfani."

IN WITNESS WHEREOF, I have hereunto subscribed my name as Senior Vice President and Secretary, pursuant to due and lawful corporate authority this 4th day of October, 2006

By: _____


Jean M. Sera, Senior Vice President and Secretary

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[Our Mission, Vision and Values](#)
[Management](#)
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Our Team

Professionals You Know... People You Trust

[Lynn Boccio](#) - Vice President, Strategic Business & Diversity Relations

[Susan Pettit](#) - Senior Procurement Specialist, Strategic Business & Diversity Relations

[Lyndelle Abela](#) - Program Coordinator, Strategic Business & Diversity Relations

[Robert Bouta](#) - Senior Vice President, Properties & Facilities Department

Lynn Boccio

Vice President, Strategic Business & Diversity Relations

Lynn Boccio heads the supplier diversity team at Avis Budget Group and oversees the Disadvantaged Business Enterprise Program at Avis and Budget's two hundred and thirty-eight airport locations, as well as the company's corporate world headquarters in Parsippany, New Jersey.

Lynn is involved in several outreach activities designed to increase supplier diversity and community relations both nationally and in the New York Metropolitan Area. She is presently the Chairperson of the Board of Directors of the Women Presidents' Educational Organization and the 2nd Vice Chair of the Airport Minority Advisory Council. In addition, Lynn serves on the Board of Directors of the Women's Business Enterprise National Council. Lynn has held numerous other positions on other regional and national boards and committees that advocate for minority and woman businesses.

Lynn has been repeatedly awarded for the excellence she displays in the Supplier Diversity field. In 1999 she became the first woman ever to be honored by the Long Island Hispanic Chamber of Commerce. That same year, Minority Business News USA selected Lynn to appear in the limited special edition "Best of the Decade in Supplier/Workforce Diversity 1990-2000" for her contributions over the previous 10 years in the area of minority business. She was awarded the 2002 Women & Diversity Award from America's Athletes with Disabilities. Lynn has also made various television appearances on "Hispanic Business Today," a weekly program on WNBC-TV in New York, and was MBE Advocate of the Year in New York City at the New York New Jersey Minority Purchasing Council's Annual Partnership Awards Gala. In 2004, Lynn received the prestigious Award of the Chair of the Airport Minority Advisory Council, recognizing Lynn's outstanding, direct and personal contributions toward the success of AMAC. Avis Budget Group has also recognized her twice for her outstanding work at making the Avis and Budget brands more diverse.

Prior to joining Avis in 1996, Lynn practiced as a defense attorney with one of the nation's leading law firms. She is a former prosecutor who worked for television personality "Judge Judy," and as Assistant Corporation Counsel for the City of New York, she defended the City in high profile cases. On top of her role with Avis Budget Group, Lynn is a faculty member at The National Institute of Trial Advocacy at Hofstra University School of Law in Hempstead, NY. Lynn holds a Bachelor of

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Science Degree from Ohio State University and a Juris Doctor from the Hofstra University School of Law. She is fluent in Spanish and lives on Long Island with her two daughters.

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Susan Pettit

Senior Procurement Specialist, Strategic Business & Diversity Relations

Susan Pettit gained more than fifteen years of procurement experience in the Purchasing Department with Avis Rent A Car System, Inc. prior to joining the Strategic Business & Diversity Relations team in 2002. In her various capacities in Purchasing, Susan set up, implemented and maintained numerous national account programs and was responsible for purchasing the commercial print/forms in addition to maintaining inventory for over 100 line items. Through the years of close contact with field operations and the World Headquarters business units, Susan has acquired the working knowledge of the company's various department operations and their specific procurement requirements. As Senior Buyer in the Purchasing Department, Susan worked closely with the Strategic Business & Diversity Relations unit to infuse certified Disadvantaged, Minority and Woman-owned businesses into the supplier chain. Being an advocate of Disadvantaged, Minority and Woman business development, Susan was a natural addition to the unit.

Susan is involved in and coordinates outreach activities designed to increase supplier diversity and community relations both nationally and locally. Her main responsibility includes increasing corporate and airport utilization of diverse suppliers. She is an active member of a number of local supplier advocacy organizations throughout the New York Metropolitan area, and participates in various airport, national, and regional supplier advocacy events throughout the United States.

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Lyndelle Abela

Program Coordinator, Strategic Business & Diversity Relations

Lyndelle Abela, joined our unit in 2005, after serving in various capacities in the Information Technology Department for Avis Rent A Car System. With the Avis Budget Group since 2001, Lyndelle's background includes more than 25 years experience working in the accounting, engineering, and IT fields. As the program coordinator, Lyndelle works with all members of the team and serves as a liaison between our department and others within the company. She also works extensively with our advocacy group partners, helping promote our team commitment to diversity. In addition, she lends critical support to our team, communicating with aviation boards on daily issues and processing all departmental invoices. She also arranges our team's numerous trips to trade fairs and conferences across the nation.

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Avis Budget Group Senior Leadership

Robert Bouta

Senior Vice President, Properties & Facilities Department

Bob Bouta is responsible for the management and construction for all Avis and Budget airport and urban locations throughout the United States, Canada, Australia, New Zealand and the Caribbean. He has direct oversight of supplier diversity efforts at all of Avis Budget Group's domestic airport locations.

Bob is a twenty-five year veteran in the real estate and airport business with previous positions at APCOA, Airport Logistics and the Welsh Companies, and another car rental company.

Bob is a graduate of the University of Minnesota with a degree in Political Science and earned a Juris Doctor cum laude from William Mitchell College of Law. He is admitted to the bar in both Minnesota and New York.

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made and entered into this 7 day of March, 2012 by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and Avis Rent A Car System, LLC, a limited liability company organized under the laws of the State of Delaware, having its office and principal place of business at 6 Sylvan Way, Parsippany, New Jersey 07054 ("Licensee").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports (the "Department"), is the owner and operator of the Palm Beach International Airport (the "Airport"); and

WHEREAS, County is the owner of that certain real property as more particularly described on the attached Exhibit "A"; and

WHEREAS, County is willing to grant Licensee a revocable license to use the Property for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby grants the Licensee a non-exclusive, revocable license to use the Property (as hereinafter defined) upon the following terms and conditions:

ARTICLE 1 BASIC PROVISIONS

1.01 Recitals. The foregoing recitals are true and correct and incorporated herein.

1.02 Property. The Property, which is the subject of this Agreement, is more particularly identified in Exhibit "A", attached hereto and incorporated herein (the "Property").

ARTICLE 2 LENGTH OF TERM AND COMMENCEMENT DATE

The term of this Agreement shall commence on February 1, 2012 (the "Commencement Date") and expire on February 15, 2012 (the "Term"), unless terminated earlier as provided for herein. This Agreement shall be automatically renewed for one (1) week intervals thereafter (the "Renewal Term"), unless terminated earlier as provided for herein; provided, however, the Term shall not be renewed beyond March 31, 2012, and further provided, either party may elect to not renew this Agreement upon providing no less than two (2) days advance written notice to the other party prior to the expiration of the then current term. The Initial Term and Renewal Term shall be collectively referred to as the "Term".

ARTICLE 3 LICENSE FEE

3.01 License Fee. Licensee shall pay County for the use and occupancy of the Property a license fee for the Initial Term, in the amount of One Thousand Four Hundred Sixty-Two Dollars and Fifty Cents (\$1,462.50), together with applicable sales taxes thereon. For each Renewal Term, Licensee shall pay County, for the use and occupancy of the Property, a license fee for the in the amount of Seven Hundred Thirty-One and 25/100 Dollars (\$731.25) per week, together with applicable sales taxes thereon. The license fee shall be payable in advance, without demand and without any deduction, holdback or set off whatsoever, on or before the first day of each and every month throughout the Term of this Agreement with the first payment becoming due and payable on the Commencement Date.

ARTICLE 4
CONDUCT OF BUSINESS AND USE OF PROPERTY BY LICENSEE

4.01 Use of Property. Licensee shall use the Property solely and exclusively for parking of vehicles in connection with Licensee's rental car operation at the Airport. Licensee shall not use, permit or suffer the use of the Property for any other business or purpose whatsoever.

4.02 Improvements. Licensee shall make no improvements, alterations or additions to the Property whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion.

4.03 Condition of Property. Licensee accepts the Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Property including, but not limited to, any warranties or representations relating to the physical condition of the Property or any improvements located therein, or the suitability of the Property or any improvements for the Licensee's intended use. Licensee acknowledges there is no utility service on the Property including, but not limited to, electricity for parking lot lighting.

4.04 Waste or Nuisance. Licensee shall not commit or suffer to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Property.

4.05 Compliance with Laws. Licensee shall, at its sole cost and expense, secure any and all required licenses and permits and shall comply with all local, state, and federal laws pertaining to Licensee or its use of the Property, including all applicable zoning, building and fire laws and regulations. Licensee acknowledges and agrees that County has made no representations whatsoever regarding Licensee's ability to use the Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Property with or without Licensee's consent or knowledge comply with all applicable laws on the Property. Licensee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Agreement.

4.06 Non-Discrimination. Licensee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that no person on the grounds of race, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression shall be excluded from participation in or denied the use of the Property, (b) that in the construction of any improvements on, over, or under such Property and the furnishing of services, no person on the grounds of race, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Licensee shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended from time to time. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Agreement and to reenter and repossess the Property and the facilities hereon, and hold the same as if the Agreement had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

4.07 Surrender of Property. Upon expiration or earlier termination of Licensee's license to use the Property, Licensee, at its sole cost and expense, shall surrender the Property to the County in at least the same condition as the Property was in as of the Commencement Date of this Agreement.

4.08 County's Right to Enter. County shall have the right to enter the Property at any time, without notice, for any purpose whatsoever. County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Property; provided, however, County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County work activity must take place within the Property during Licensee's operating hours, which will disrupt or interfere with the Licensee's operations, County will endeavor to provide prior notice to Licensee. The notice requirements provided under Section 10.04 shall not apply to this Section.

ARTICLE 5 REPAIRS AND MAINTENANCE OF PROPERTY/SECURITY

5.01 Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Property. All portions of the Property and all improvements erected on the Property shall be kept in good repair and condition by Licensee. Licensee shall maintain the Property free of trash and debris. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Property to County in good repair and condition as specified herein, free of all improvements constructed by Licensee, if any. In the event of any damage to the Property, County may complete the necessary repairs or maintenance of the Property and Licensee shall reimburse County for all expenses incurred by County in doing so, plus a twenty five percent (25%) overhead, within fifteen (15) days after written request for reimbursement from County.

5.02 Security. Licensee acknowledges and accepts full responsibility for the security and protection of the Property and any and all personal property and improvements now existing or hereafter placed on or installed in or upon the Property, and for the prevention of unauthorized access to the Property. Licensee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Property, shall be the sole responsibility of Licensee and shall involve no additional cost to County.

ARTICLE 6 INSURANCE

6.01 Maintenance of Insurance. Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement, and any extension thereof, the insurance coverages and limits set forth in Exhibit "B", attached hereto and incorporated herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

ARTICLE 7 INDEMNIFICATION

Licensee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Property; (ii) the occupancy or use by Licensee of the Property or any part thereof; or (iii) any act or omission of Licensee, its agents, contractors, employees or invitees. In the event the County is made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees

incurred by County in connection with such litigation, and any appeals thereof. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or earlier termination of this Agreement.

ARTICLE 8 ASSIGNMENT

Licensee may not assign, sublet or rent any portion of the Property.

ARTICLE 9 REVOCAION OF LICENSE/DEFAULT

9.01 Revocation of License. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a non-exclusive license to use the Property, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

9.02 Termination for Convenience by Licensee. Licensee may terminate this Agreement for convenience upon five (5) days prior written notice to County, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement.

9.03 Default. Failure to perform or observe any of the agreements, covenants, or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement.

ARTICLE 10 MISCELLANEOUS

10.01 Subordination to Bond Resolution. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented (the "Bond Resolution"), and County and Licensee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

10.02 Subordination to State/Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Property are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Licensee understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

10.03 Entire Agreement. This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee concerning the Property. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

10.04 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the County at:

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Attn: Deputy Director, Airports Business Affairs
Fax: (561) 471-7427

(b) If to the Licensee at:

Avis Rent A Car System, LLC
6 Sylvan Way
Parsippany, NJ 07054

With copy to:

Avis Budget Group, Inc.
Attn: Director of Properties
2330 NW 37th Avenue
Miami, FL 33142

Either party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.

10.05 Recording. Licensee shall not record this Agreement or any memorandum or short form thereof.

10.06 Waiver of Jury Trial. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

10.07 Governing Law and Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

10.08 Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

10.09 Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

10.10 Severability. In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

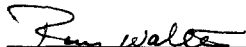
10.11 Waiver. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

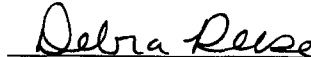
10.12 Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, 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.

10.13 Effective Date. This Agreement shall become effective when executed by the parties hereto and approved by the Palm Beach Board of County Commissioners.

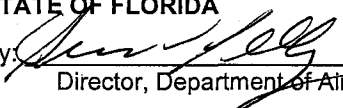
IN WITNESS WHEREOF, County and Licensee have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESSES:


Signature
Ray Walker
Typed or Printed Name


Signature
Debra Reese
Typed or Printed Name

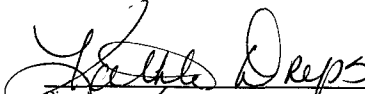
**PALM BEACH COUNTY, FLORIDA,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

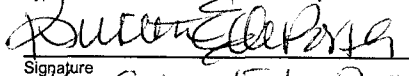
By: 
Director, Department of Airports

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

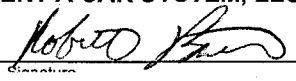
By: 
County Attorney

WITNESSES:


Signature
Kathleen Drees
Typed or Printed Name


Signature
Kristene E. LaPorta
Typed or Printed Name

**LICENSEE:
AVIS RENT A CAR SYSTEM, LLC**

By: 
Signature

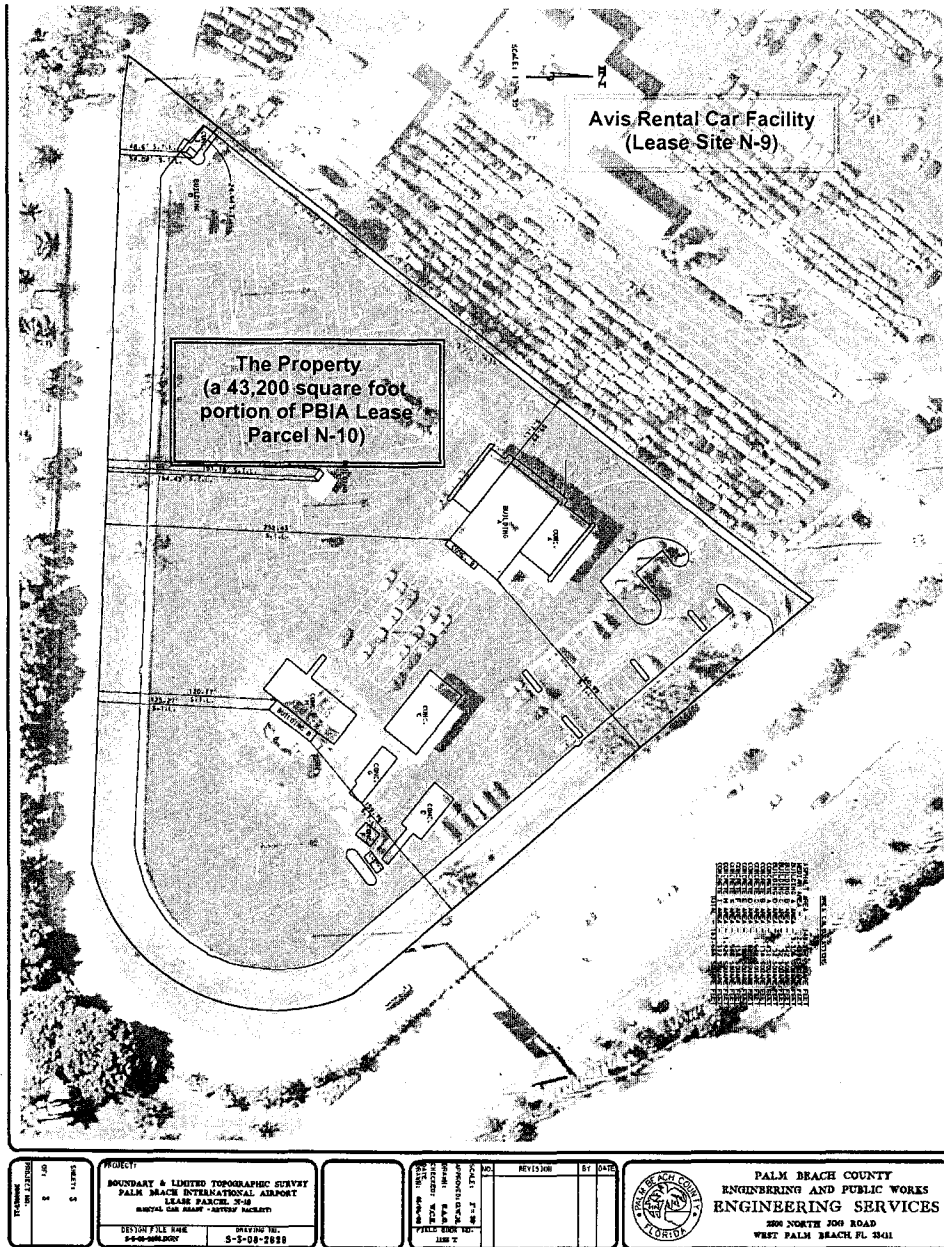
Robert Bouta, Senior Vice President
For Properties & Facilities for Avis Budget Car Rental LLC,
an authorized representative of Avis Rent A Car System, LLC

(Seal)

**EXHIBIT "A"
THE PROPERTY**

A 43,200 square foot portion of the paved parking area located on PBIA Lease Parcel "N-10". Licensee shall not be permitted access to any buildings on the site.

Licensee shall delineate the 43,200 square foot area to be used for overflow parking, using cones or similar markings and shall ensure that all overflow parking activities are confined to such 43,200 square foot area at all times.



SHEET NO. 100 OF 5	PROJECT BOUNDARY & LIMITED TOPOGRAPHIC SURVEY PALM BEACH INTERNATIONAL AIRPORT LEASE PARCELS 30-08 RENTAL CAR RAMP - AVIS/HERZ RAMP	DATE 5-3-08 BY J.M.S.	NO. 1 REVISION BY DATE		PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 200 NORTH 200 ROAD WEST PALM BEACH, FL 33411
	DESIGN FILE NAME 04-08-000000				

EXHIBIT "B"
INSURANCE

Commercial General Liability. Licensee shall maintain Commercial General Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Damage to Rented Property, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

Business Automobile Liability. Licensee shall maintain Business Automobile Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Licensee does not own automobiles, Licensee agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

Additional Insured. Licensee shall endorse the County as an Additional Insured with a "CG026 Additional Insured - Designated Person or Organization" endorsement to the Commercial General Liability policy. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Coverage shall be provided on a primary basis.

Waiver of Subrogation. Licensee agrees by entering into this Agreement to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Licensee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Licensee shall provide the County with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for nonpayment of a premium) or non-renewal of coverage. The Certificate Holder address shall read: Palm Beach County Board of County Commissioners, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406.

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF New Jersey

COUNTY OF Morris

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the ^{senior Vice President} ~~Manager~~ of Avis Rent A Car System, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Company").

2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The company is a manager managed limited liability company.

5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

6. The undersigned has the right and authority to enter into that certain License Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

Robert Bauta
Robert Bauta, Individually and as
~~Manager~~ Senior Vice President

SWORN TO AND SUBSCRIBED before me on this 22nd day of February, 2012, by Robert Bauta, ~~Manager~~ Senior Vice President of Avis Rent A Car System, LLC on behalf of the Company who is personally known to me OR who produced _____, as identification and who did take an oath.

Cynthia M. Hermes
Notary Signature

Cynthia M. Hermes
Print Notary Name

NOTARY PUBLIC

State of New Jersey at large

My Commission Expires: 4/23/12

CYNTIA M. HERMES
NOTARY PUBLIC
STATE OF NEW JERSEY
NO. 2284899
MY COMM. EXP. 4-23-12