

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<i>See below</i>	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 There is no fiscal impact associated with this agreement.

C. Departmental Fiscal Review: 12/11/14 Summary

III. REVIEW COMMENTS

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

[Signature]
 K/O AM OFMB
 5/1 di

[Signature] 5/17/14
 Contract Dev. and Control
 5-7-14 *[Signature]*

B. Legal Sufficiency:
Anne Helgent 5-8-14
 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.)

ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("Agreement") is made and entered into as of March 24, 2014, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County"), and ENTERPRISE LEASING COMPANY OF FLORIDA, LLC, a Delaware limited liability company, d/b/a National Car Rental, having its office and principal place of business at 5105 Johnson Road, Coconut Creek, FL 33073 ("Licensee").

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. Term. The term of this Agreement shall commence on March 24, 2014, and expire on May 30, 2014 unless terminated earlier in accordance with the provisions of this Agreement (the "Term").

2. Right of Entry. During the Term, Licensee and its duly authorized agents and employees shall have the right to enter upon the property located at: 2401 Turnage Boulevard, West Palm Beach, FL 33406, as depicted in Exhibit "A" attached hereto (the "Property") and for sole the purposes of surveying, soundings, drillings, appraisals, environmental assessments and examinations (the "Inspections") in order to evaluate the condition of the Property. All Inspections shall be performed by people or entities properly licensed in the respective areas or matters tested. Licensee shall perform or cause the Inspections to be performed in the least intrusive manner possible at its sole cost and expense and in a manner which minimizes the impact upon County's use of the Property. Licensee shall be solely responsible for, and shall, at its sole cost and expense, promptly repair any damage resulting from Licensee's exercise of the rights granted hereby, and restore any improvements or landscaping now existing or constructed within the Property to the condition it was in prior to such damage, using materials of like kind and quality. Licensee shall deliver to County complete copies of all reports or similar items evidencing the results of the Inspections. Licensee acknowledges and agrees that the rights granted by this Agreement are and shall be strictly limited to the right to perform the Inspections, and that Licensee may not utilize the Property for any other purpose whatsoever. Licensee shall promptly cause any lien imposed against the Property as a result of Licensee's exercise of the rights granted hereby to be discharged or transferred to bond. Licensee's obligations under this paragraph shall survive the termination or expiration of this Agreement until satisfied.

3. Condition of Property. Licensee acknowledges and agrees that County shall have no liability whatsoever relating to the condition of the Property and Licensee hereby knowingly enters the Property in its "As Is" condition. Licensee shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages, and/or causes of action arising as a result of Licensee, its agents, employees, licensees and invitees' entry onto the Property for any personal injury, loss of life and/or damage to property sustained by reason of or as a result of the use, occupancy and testing by Licensee, its agents, employees, licensees, invitees, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and

Foam R 2006-2716 12/19/2006

about the defense of any such claim. In the event that County shall be 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's obligations under this paragraph shall survive the termination or expiration of this Agreement.

4. Insurance. During the Term, Licensee shall maintain, and shall require its contractors and subcontractors to maintain, and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate, bodily injury and property damage liability coverage; Business Automobile Liability at a limit of liability not less than One Million Dollars (\$1,000,000) each occurrence for all owned, non-owned and hired automobiles; and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises/Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. Coverage shall be provided on a primary basis. The General Liability policy shall name County as an Additional Insured. 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, c/o Department of Airports". Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County prior to entry upon the Property by Licensee and/or Licensee's contractors and subcontractors pursuant to this Agreement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or non-renewal. In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee and/or its contractors and subcontractors under this Agreement.

5. Notices. All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail, a nationally-recognized overnight mail delivery service or personal delivery to the following:

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

With a copy to: Attn: Airport Real Estate Attorney
Palm Beach County Attorney's Office
301 North Olive Ave, Suite 601
West Palm Beach, FL 33401
Fax: 561-355-4398

Licensee: Enterprise Leasing Company of Florida, LLC
d/b/a National Car Rental
5105 Johnson Road
Coconut Creek, FL 33073
Fax: 954-354-5001

Either party may from time to time change the address or addresses to which notices under this Agreement shall be given to such party upon three (3) days prior written notice. The effective date of any notice shall be: (i) the date of delivery if such notice is delivered by personal delivery; (ii) three (3) business days after the date deposited in the United States mail if such notice is delivered by mail; or (iii) the next business day after the date deposited in overnight mail if such notice is delivered by a nationally-recognized overnight mail delivery service.

6. No Recording. This Agreement shall not be recorded in the Public Records of Palm Beach County. In the event Licensee records this Agreement, this Agreement shall automatically terminate and become null and void upon the date of recordation.

7. License. The parties acknowledge and agree that nothing in this Agreement shall be construed as granting Licensee any title, interest or estate in the Property. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a license to enter the Property for the purposes set forth herein, which is expressly revocable by County for any reason whatsoever upon written notice to Licensee.

8. Termination. Either party may terminate this Agreement upon written notice to the other party, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations that expressly survive the termination or expiration of this Agreement.

9. Venue. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

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

11. Construction/Severability. No party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document so as to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause or provision hereof 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.

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 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.

13. 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 Licensee.

14. 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, gender identity or expression, or genetic information 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, gender identity or expression, or genetic information 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 thereon, 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.

12. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

13. Effective Date. This Agreement shall become effective upon execution by the parties hereto.

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

WITNESSES:

By: Ray Walter
Signature

Ray Walter
Print Name

By: Martha LaVerghetta
Signature

Martha LaVerghetta
Print Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Anne Delgent
County Attorney

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

Jennifer Bell
Signature

Jennifer Bell
Print Name

Michelle R. Bay
Signature

Michelle R. Bay
Print Name

PALM BEACH COUNTY:

By: Jim Kelly
Director of Airports

**LICENSEE:
ENTERPRISE LEASING COMPANY
OF FLORIDA, LLC**

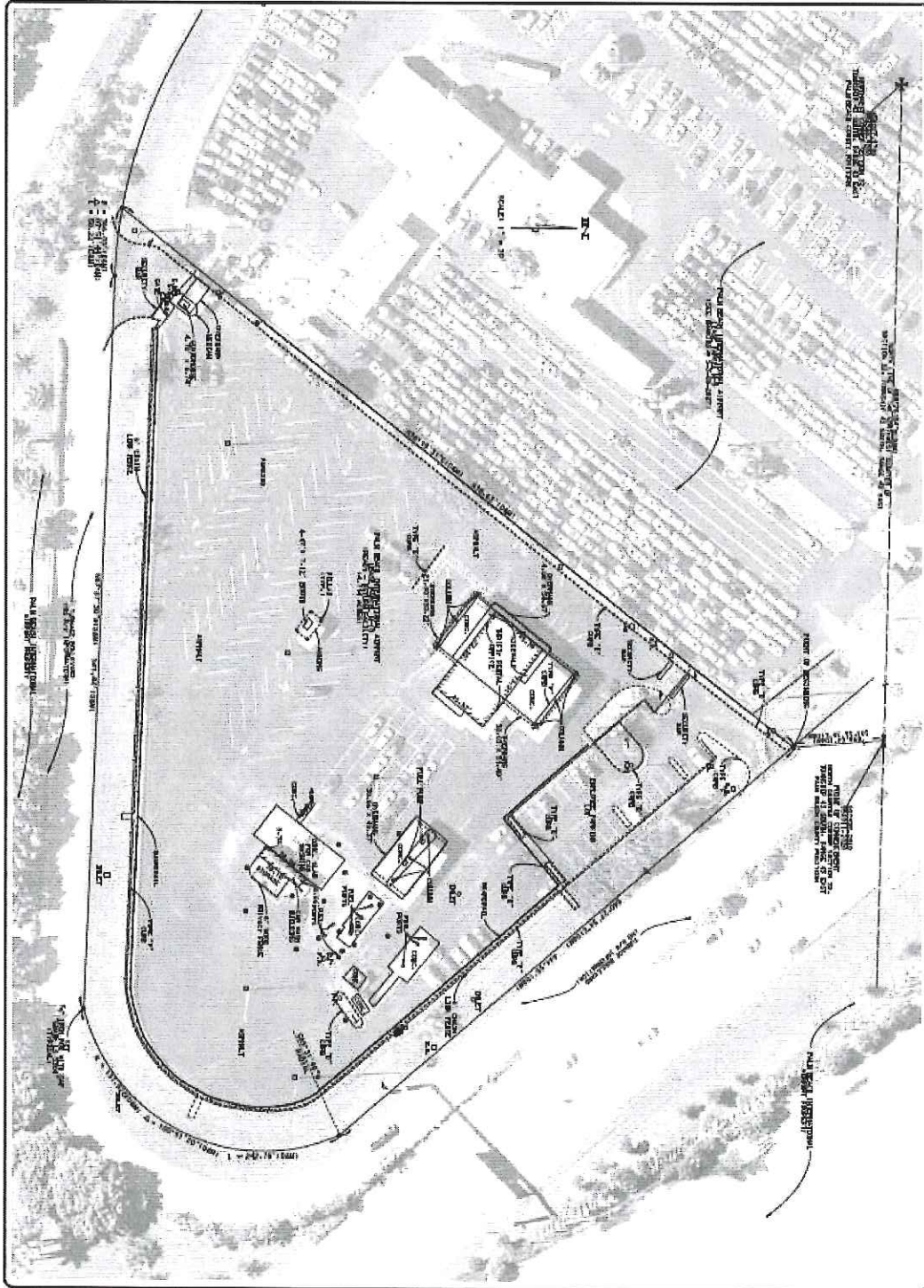
By: Alan Levine
Signature


Alan Levine
Print Name

President / GM
Title

(Seal)

Exhibit "A"
the "Property"



SHEET NO. 01 OF 04 DRAWING NO. 100-000000-01	PROJECT BOUNDARY & ZONING EXPOSURE STUDY PALM BEACH INTERNATIONAL AIRPORT TRUCK RAMP, 20-00 400000-0000-0000	DATE 02-08-2022 DRAWN BY JLD CHECKED BY JLD	REVISION NO. 1 DATE 02-08-2022	ETD NO. 1 DATE 02-08-2022	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 200 NORTH 700 ROAD WEST PALM BEACH, FL 33411
	DESIGN FIRM JLD 100-000000-01				

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF MISSOURI

COUNTY OF SAINT LOUIS

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 a Manager of Enterprise Leasing Company of Florida, 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 a manager of the Company or has been authorized by majority vote of the managers to act on behalf of the Company and designates and authorizes Alan D. Levine, President and General Manager of Company ("Designate"), to legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

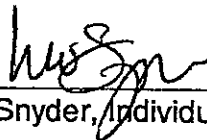
6. The Designate has the right and authority to enter into that certain Short-Term Lease Agreement; Access Agreement and License Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreements"), which is incorporated herein by reference and made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

7. Upon execution and delivery of such Agreements 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 Agreements.

FURTHER AFFIANT SAYETH NAUGHT,



William W. Snyder, Individually and as
Manager

SWORN TO AND SUBSCRIBED before me on this 14 day of April, 2014, by William W. Snyder, Manager of Enterprise Leasing Company of Florida, LLC on behalf of the Company who is personally known to me OR who produced _____, as identification and who did take an oath.



Notary Signature

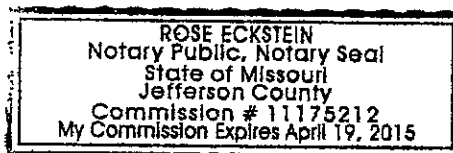


Print Notary Name

NOTARY PUBLIC

State of Missouri at large

My Commission Expires: _____





CERTIFICATE OF LIABILITY INSURANCE

ER 0207

DATE (MM/DD/YYYY)
08/27/2013

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

PRODUCER Marsh USA Inc. 701 Market Street Suite 1100 St. Louis, MO 63101		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
ENTER -Vang-GA-13-14 41AD & Vangua Airpor		INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Enterprise Leasing Co. of Florida, LLC dba Alamo & National 600 Terminal Drive Ste 202 Ft Lauderdale, FL 63105		INSURER A : The Travelers Indemnity Company of Connecticut 25582 INSURER B : Travelers Prop. Casualty Co. of America 25574 INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CHI-003730072-33 **REVISION NUMBER:** 16

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.

INSR LTR	TYPE OF INSURANCE	ADDL 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			HC2E-GLSA-474M7351-TCT-13	09/01/2013	09/01/2014	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SIR 2,000,000 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			HE-EAP-474M7302-TCT-13	09/01/2013	09/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			HC2J-UB-474M7050-13 (AOS) HRJ-UB-474M7062-13 (WI) HWXJ-UB-474M7074-13 (OH XS WC) SEE ATTACHED	09/01/2013 09/01/2013 09/01/2013	09/01/2014 09/01/2014 09/01/2014	<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
GPBR 41AD & 41AE Location: WPB Airport To the extent required by written contract, Palm Beach County, a Political Subdivision of the State of Florida, and its Board of County Commissioners, its officers, employees and agents are named as additional insured, as their interests may appear, with respect to operations of the insured at Palm Beach International Airport. The insured's coverage is primary and waiver of subrogation is granted. Any Auto owned or leased by the named insured while operated by employees of the named insured. No coverage provided to renters under this policy.

CERTIFICATE HOLDER Palm Beach County Department of Airports Palm Beach International Airport Building 846 West Parim Beach, FL 33406	CANCELLATION 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: ENTER

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Enterprise Leasing Co. of Florida, LLC dba Alamo & National 600 Terminal Drive Ste 202 Ft Lauderdale, FL 33105	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation coverage for employees in the States of North Dakota, Washington and Wyoming is provided through the Monopolistic State programs. Workers Compensation coverage for employees in Ohio is self insured. The Workers Compensation policies shown on this Certificate of Insurance provides Employers Liability for all states. Employers Liability limits on the Ohio Excess Workers Compensation policy are \$3,000,000 XS of a \$2,000,000 S.I.R.