

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>* See below.</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund 4100 Department 120 Unit 8340 Object _____
 Reporting Category _____

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

Although the Second Amendment provides for six additional renewal options, exercise of those renewal options is not assured. Additional rental of \$17,261 per month will be received if the additional 1-month renewals occur (May thru September, 2015).

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

Susan Neary 3/30/15
 710 AM OFMB
 3/20/15 *[Signature]*

Dr. J. Jacobson 4/11/15
 Contract Dev. and Control
 4-21-15 *[Signature]*

B. Legal Sufficiency:

Arnie Delmont 4-2-15
 Assistant County Attorney

C. Other Department Review:

 Department Director

SECOND AMENDMENT TO SHORT-TERM LEASE AGREEMENT

THIS SECOND AMENDMENT TO SHORT-TERM LEASE AGREEMENT (this "Second Amendment") is made and entered into this _____ day of _____, 20___, 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 ("Tenant").

WITNESSETH:

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

WHEREAS, Tenant operates a rental car concession at the Airport, pursuant to that certain Agreement For Rental Car Lease And Concession dated September 13, 2011 (R-2011-1345) (the "Concession Agreement"); and

WHEREAS, in support of Tenant's operations under the Concession Agreement, Tenant leases property at 2125 Belvedere Road on the Airport (the "Belvedere Property") from County pursuant to that certain Lease Agreement dated February 5, 2013 (R-2013-0137), as amended (the "Belvedere Property Lease"); and

WHEREAS, Tenant is redeveloping the Belvedere Property and, to support Tenant's ongoing operations under the Concession Agreement during the period of such redevelopment, County and Tenant have entered into that certain Short-Term Lease Agreement dated May 6, 2014 (R2014-0591), as amended (the "Lease"), for the lease of certain real property managed by the Department on behalf of County, at 2401 Turnage Boulevard on the Airport; and

WHEREAS, through no fault of the Department, Tenant has experienced delays in and has requested a short-term extension to the Term of the Lease.

WHEREAS, the parties hereto desire to amend the Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and 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. **Recitals.** 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 Lease.

2. **Section 3.02 of the Lease (Option to Renew)** is hereby deleted in its entirety and replaced with the following:

3.02 Option to Renew. Provided Tenant is not in default of any of the terms and conditions of this Lease, this Lease shall be automatically renewed upon expiration of the Initial Term for eight (8) additional periods of one (1) month each (each such additional period shall constitute a “Renewal Term”); provided, however, Tenant may elect to not renew this Lease by providing notice to County in writing of Tenant’s intent to not renew the Term of the Lease no later than thirty (30) days prior to the expiration date of the then current Term, with time being of the essence. Such renewal shall be upon the same terms and conditions set forth herein.

3. **Article 23 of the Lease (Non-Discrimination)** is hereby deleted in its entirety and replaced with the following:

ARTICLE 23
NON-DISCRIMINATION

23.01 Non-Discrimination in County Contracts. Tenant 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. Tenant 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 may be amended, or in the alternative, if Tenant 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 may be amended.

23.02 Federal Non-Discrimination Covenants.

(A) Tenant, for its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) In the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities (as hereinafter defined), as may be amended, such that no person on the grounds of race, color, or national

origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- (2) No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of County property, including, but not limited to, the Premises.
 - (3) In the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - (4) Tenant will use the Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Authorities.
- (B) In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Lease and to enter, re-enter, and repossess the Premises, and hold the same as if this Lease had never been made or issued. This Lease shall not be terminated pursuant to this paragraph until the procedures of 49 CFR Part 21 are followed and completed, including, the exercise or expiration of appeal rights.
- (C) For purposes of this Article, the term "Non-Discrimination Authorities" includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix "E" of Appendix "4" of FAA Order 1400.11, Non-discrimination in Federally-Assisted Programs at the Federal Aviation Administration, as may be amended.

4. **Ratification of Agreement.** Except as specifically modified herein, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

5. **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 Lease.

6. **Effective Date.** This Second Amendment shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

(Remainder of Page Intentionally Left Blank)

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: _____
Shelley Vana, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: *John Kelly*
Director, Department of Airports

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

TENANT:

ENTERPRISE LEASING COMPANY
OF FLORIDA, LLC

[Signature]
Signature

By: *[Signature]*
Signature

Jan Henderson
Print Name

Alan D. Levine
Print Name

[Signature]
Signature

Vice President & General Manager
Title

Jennifer Bell
Print Name

(Seal)

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF MISSOURI

COUNTY OF SAINT LOUIS

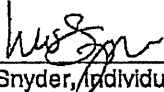
BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

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.



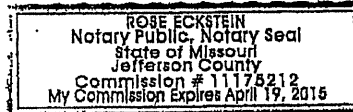
Notary Signature
Rose Eckstein

Print Notary Name

NOTARY PUBLIC

State of Missouri at large

My Commission Expires: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2014

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 Attn: stlouis.certrequest@marsh.com; f: 212-948-0811		CONTACT NAME:	
ENTER -stndp-GAWP-14-15 41AE Vangua NoC 021413 Airpor		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Enterprise Leasing Company of Florida, LLC / Vanguard Car Rental dba National Car Rental & Alamo Rent A Car 600 Terminal Dr. Ste 202 Ft. Lauderdale, FL 33315		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Travelers Indemnity Company of Connecticut	NAIC # 25682
		INSURER B: Travelers Property Casualty Co. of America	25674
		INSURER C: Illinois Union Insurance Co	27960
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CHI-004534265-19 **REVISION NUMBER:** 20

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 <input checked="" type="checkbox"/> Fire Damage (Any One Fire) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			HC2E-GLSA-474M7351-TCT-14	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
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-14	09/01/2014	09/01/2015	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	Y/N	N/A	HC2J-UB-474M7050-14 (AOS) HRJ-UB-474M7062-14 (WI) HWXJ-UB-474M7074-14 (OH XS WC) SEE ATTACHED	09/01/2014 09/01/2014 09/01/2014	09/01/2015 09/01/2015 09/01/2015	<input checked="" 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
C	Pollution Legal Liability Claims Made			PPI G27061710-002 Retro Date 5/13/2009	06/30/2014	06/30/2015	Per "Pollution Condition" \$ 5,000,000 Agg All "Pollution Conditions" \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: GPBR - 41AE; Address - 2125 Belvedere Rd., West Palm Beach, FL; Temporary Site Address: 2401 Turnage Blvd., West Palm Beach, 33406

Certificate Holder is added as an additional insured where required by written contract. Auto coverage insures 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. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract.

CERTIFICATE HOLDER Palm Beach County Dept of Airports Palm Beach International Airport Bldg 846 West Palm 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

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AGENCY Marsh USA Inc.		NAMED INSURED Enterprise Leasing Company of Florida, LLC / Vanguard Car Rental dba National Car Rental & Alamo Rent A Car 600 Terminal Dr. Ste 202 Ft. Lauderdale, FL 33315	
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.

With regards to The Travelers Indemnity Company of Connecticut General Liability Policy # HC2E-GLSA-474M7351-TCT-14 and Automobile Liability policy # HE-EAP-474M7302-TCT-14: In the event Travelers Indemnity Company of Connecticut (the insurer) cancels the General Liability policy or the Automobile policy prior to the expiration date shown in the Declarations for any reason other than nonpayment of premium, the insurer will provide 30 days advance written notice (10 days in the event the insurer cancels for nonpayment of premium) to the certificate holder.

With regards to the Travelers Property Casualty Co of American AOS WC policy number HC2J-UB-474M7050-14 and WI WC policy number HRJ-UB-474M7062-14: Except for non-payment of premium by Enterprise Holdings, Inc. Travelers Property Casualty Co of America (the insurer) agrees that no cancellation or limitation of this policy shall become effective until 30 day's written notice has been mailed to Enterprise Holdings, Inc. and to the person or organization at the address provided to the insurer.