





**FIRST AMENDMENT TO  
AGREEMENT FOR RENTAL CAR LEASE AND CONCESSION  
AT THE PALM BEACH INTERNATIONAL AIRPORT**

**THIS FIRST AMENDMENT TO AGREEMENT FOR RENTAL CAR LEASE AND CONCESSION** (this "First Amendment") is made and entered into \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida (the "County"), and Enterprise Leasing Company of Florida, LLC, d/b/a Enterprise Rent-A-Car, a limited liability company organized under the laws of the State of Delaware, having its office and principal place of business at 5105 Johnson Road, Coconut Creek, FL 33073 (the "Concessionaire").

**WITNESSETH:**

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

**WHEREAS**, the Parties entered into that certain Agreement for Rental Car Lease and Concession dated September 13, 2011 (R-2011-1343) (the "Agreement"), which provides for the right to conduct and operate an airport rental car concession at the Airport; and

**WHEREAS**, Concessionaire exercised its option to renew the Agreement and County and Concessionaire desire to extend the term of the Agreement; and

**WHEREAS**, the Parties hereto desire to amend the Agreement in accordance with the terms and conditions set forth herein.

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

1. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

2. County and Concessionaire hereby agree renew the Agreement in accordance with Section 3.02. The term of the Agreement is hereby extended one (1) additional period of two (2) years (the "Renewal Term") and shall expire on September 30, 2018.

3. Section 2.19 of the Agreement is hereby deleted and replaced with the following Section 2.19:

2.19 "Gross Revenues" means all monies due Concessionaire, whether paid or unpaid, from any and all customers for the use, rental or lease of vehicles and any additional services or accessories contracted for, delivered, supplied or rented at or from the Airport regardless of where, how (cash, credit, barter or otherwise) or by whom payment is made; whether the customer is transported from the Airport to an off-Airport place of business; or where the vehicle is picked up or returned. Unless revenues are expressly and specifically excluded from Gross Revenues, all revenues derived from, arise out of or become payable on account of the Concession, whether directly or indirectly, shall be included in Gross Revenues.

A. Gross Revenues shall include, but shall not be limited to:

1. time and/or mileage charges, after discounts, assessed by Concessionaire to its customers;

2. premiums on any and all insurance sold, including personal accident insurance, personal effects and cargo insurance, life insurance and any other insurance sold in connection with a vehicle rental;

3. any and all add-on fees and charges including extra driver coverage, underage driver coverage and vehicle upgrade charges;

4. any and all fees and charges for equipment, supplies and incidental items which are made available and charged for separate from the vehicle including, but not limited to, sporting equipment, cellular telephones, pagers, electronic equipment and devices such as GPS or other navigation aid devices and toll passes, child restraint seats, video equipment, and any other incidental items and services;

5. charges commonly referred to as "drop charges" or "intercity fees"; and

6. any fee or charge to Concessionaire's customers related to the Concession Fee, including, but not limited to Concession Recoupment Fees as defined in Section 5.12.

7. any amount charged by Concessionaire as an administrative, processing or other similar fee for items such as "toll-by-plate", "plate pass" or "open road tolling", parking violations or traffic infractions; whether such administrative, processing or other similar fee is charged directly by, or through, Concessionaire or a third-party

vendor or contractor.

B. *Gross Revenues shall not include:*

1. *the amount of any sales taxes or other similar excise taxes, now or hereafter levied or imposed, which are separately stated and collected from customers;*

2. *sums received from customers for Collision Damage Waiver (CDW) protection and Loss Damage Waiver (LDW) protection;*

3. *sums received as insurance proceeds, or payments from Concessionaire's customers or insurers for damage to vehicles or other property of Concessionaire;*

4. *sums received as the result of the loss, conversion, or abandonment of Concessionaire's vehicles;*

5. *sums received from the sale of vehicles or other equipment used in the operation of the Concession, the use of which Concessionaire wishes to discontinue;*

6. *amounts charged to customers for fuel; or*

7. *Local Revenue.*

8. *the amount of any governmental fines or penalties for traffic infractions (such as parking, red light and toll infractions), which are separately stated and collected from customers, and paid directly to the imposing governmental authority by Concessionaire. Notwithstanding the foregoing, any amount charged by Concessionaire as an administrative, processing or other similar fee shall be considered Gross Revenues in accordance with Section 2.19(A)(7) above.*

**4. Section 5.10 of the Agreement is hereby deleted and replaced with the following Section 5.10:**

**5.10 Audit Requirements.** *On or before December 31<sup>st</sup> of each year, Concessionaire shall provide to the Department an audit report on all Gross Revenues from operations at the Airport and from the operations of any of Concessionaire's subsidiaries, contractors, management companies, or related or affiliated companies involved in providing services covered by this Agreement. The audit report shall cover the preceding Contract Year. The audit report shall be in the format required by the Department and shall be prepared by an independent Certified Public Accountant, not a regular employee of Concessionaire, in accordance with Generally Accepted Auditing Standards prescribed by the*

*American Institute of Certified Public Accountants or any successor agency thereto. The audit report shall include the following:*

- A. Schedule of all Gross Revenues by category, including, but not limited to the categories of Gross Revenue listed in Section 2.19(A)(1) thru (7) of this Agreement, and month and a schedule of the payments made to County by month.*
- B. Schedule summarizing the total number of vehicle rental transactions and any sales taxes collected by month.*
- C. The total amount of Concession Fees that have been paid to County in accordance with this Agreement.*
- D. The audit report shall include an opinion on each of the schedules required to be submitted with the audit report.*

*Delivery of an audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto, shall be deemed to be a material breach of this Agreement. If the audit report indicates that the amount of Concession Fees (together with any sales taxes thereon) due and owing for any Contract Year is greater than the amount paid by Concessionaire to County during such Contract Year, the Concessionaire shall pay the difference to County with the audit report. If amount of Concession Fees actually paid by Concessionaire to County during any Contract Year exceeds the Concession Fees due and owing for such Contract Year, the Department shall credit the overpayment in the following order: (i) against any past due amounts owed to County by Concessionaire, including interest and late fees; (ii) against currently outstanding, but not yet due, Concession Fees owed to County by Concessionaire; (iii) against future Concession Fees which will become due during the succeeding Contract Year; and (iv) against any other sums payable by Concessionaire to County. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Contract Year, the Department shall credit the overpayment against any remaining amounts owed to County, including interest and late fees, and refund to Concessionaire any overpayment amount in excess of the credit.*

*The audit report to be provided for the Contract Year ending September 30, 2016 (due on or before December 31, 2016), shall include a separate schedule of all Gross Revenues detailed in Section 2.19(A)(7), for each Contract Year of the Initial Term, together with a certification confirming that such amounts listed have been paid.*

5. Section 5.13 of the Agreement is hereby deleted and replaced with the following Section 5.13:

5.13 Security for Payment. Prior to the Effective Date, Concessionaire shall post a security deposit with County in an amount equivalent to fifty percent (50%) of the Minimum Annual Guarantee for the first Contract Year ("Security Deposit"). The Security Deposit shall thereafter be maintained in an amount equivalent to fifty percent (50%) of the Minimum Annual Guarantee for the then-current Contract Year; provided, if the amount of required Security Deposit increase resulting from adjustment of the Minimum Annual Guarantee is less than fifteen percent (15%) of the amount of Security Deposit currently held, no increase in the Security Deposit shall be required. The Security Deposit shall serve as security for the payment of all sums due to County and shall also secure the performance of all obligations of Concessionaire hereunder. The Security Deposit shall be either in the form of a clean, Irrevocable Letter of Credit ("Letter of Credit") or a Surety Bond ("Bond") in form and substance satisfactory to County. In the event of any failure by Concessionaire to pay any sums, rentals or charges to County when due or upon any other failure to perform any of its obligations or other default under this Agreement, then, in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Concessionaire shall immediately replace the Security Deposit with a new Letter of Credit or Bond in the full amount of the Security Deposit required hereunder. The Security Deposit shall be kept in full force and effect throughout the Term of this Agreement and for a period of six (6) months after the termination of this Agreement. Not less than thirty (30) calendar days prior to any expiration date of a Letter of Credit or Bond, Concessionaire shall submit evidence in form satisfactory to County that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond as required by this Section 5.13 shall: (i) entitle County to draw down the full amount of such Security Deposit, and (ii) constitute a default of this Agreement entitling County to all available remedies. The Security Deposit shall not be returned to Concessionaire until all obligations under this Agreement are performed and satisfied. Prior to consent from County to any assignment of this Agreement by Concessionaire, Concessionaire's assignee shall be required to provide a Security Deposit to County in accordance with the terms and conditions of this Section 5.13. The obligations arising under this Section 5.13 shall survive the expiration or termination of this Agreement.

6. Sections 20.01 and 20.02 of the Agreement are hereby deleted and replaced with the following Sections 20.01 and 20.02:

20.01 Non-Discrimination in County Contracts. Concessionaire warrants and represents to County that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. Concessionaire has submitted to County a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as may be amended, or in the alternative, if Concessionaire does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R-2014-1421, as may be amended.

20.02 Federal Non-Discrimination Covenants.

A. Concessionaire, 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 Assigned 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, Concessionaire 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 Assigned Premises.
3. In the construction of any improvements on, over, or under the Assigned 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. Concessionaire shall comply with, and use the Assigned Premises in compliance with, the 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 Agreement and to enter, re-enter, and repossess the Assigned Premises, and hold the same as if this Agreement had never been made or issued. This Agreement 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.

7. **Section 21.07 of the Agreement is deleted in its entirety and replaced with the following Section 21.07:**

21.07 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 Concessionaire, 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.

8. **The following Sections 21.26 and 21.27 are hereby added to the Agreement:**

21.26 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 Concessionaire.

21.27 Scrutinized Companies. As provided in Section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria.

*If County determines, using credible information available to the public, that a false certification has been submitted by Concessionaire, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.*

**9. Except as specifically amended herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the Parties hereto.**

**10. This First Amendment shall become effective when executed by the Parties hereto and approved by the Palm Beach County Board of County Commissioners.**

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, County and Concessionaire have executed this First Amendment as of the date first written above.

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: \_\_\_\_\_  
Mary Lou Berger, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: *[Signature]*  
Director, Department of Airports

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

CONCESSIONAIRE:  
ENTERPRISE LEASING COMPANY  
OF FLORIDA, LLC  
d/b/a Enterprise Rent-A-Car

*[Signature]*  
Signature

By: *[Signature]*  
Signature

Jay Ryan  
Print Name

ALAN LEVINO  
Print Name

*[Signature]*  
Signature

PRES / GM  
Title

Carl Brown  
Print Name

(Seal)

[Simple View](#)

**Summary of Certificates**

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient. Click on the Insured Name to update contact information.

Friday, July 29, 2016

[Images](#)

[Contracts](#)

**ENTERPRISE**

Insured: Enterprise Leasing Co. of Florida, LLC

Insured ID: ENTELEA-PBC5

Status: Compliant

ITS Account Number: PLC751

Project(s): Palm Beach County - Airport Properties

Insurance Policy	Required	Provided	Override
<b>General Liability</b>			
Expiration: 9/1/2016			
General Aggregate:	\$1,000,000	\$15,000,000	
Products - Completed Operations Aggregate:	\$1,000,000	\$3,000,000	
Personal And Advertising Injury:	\$1,000,000	\$3,000,000	
Each Occurrence:	\$1,000,000	\$3,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<b>Automobile Liability</b>			
Expiration: 9/1/2016			
	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$1,000,000	\$3,000,000	
<b>Workers Compensation/Employers Liability</b>			
Expiration: 9/1/2016			
	WC Stat. Limits	WC Stat. Limits	

Notifications

There were no deficiency letters issued.

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

[Certificate Submittal](#)

**AFFIDAVIT OF LIMITED LIABILITY COMPANY**

STATE OF FLORIDA

COUNTY OF BROWARD

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 President 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 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, on behalf of Company that certain First Amendment to Agreement for Rental Car Lease and Concession 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,

*Alan Levine*

\_\_\_\_\_, Individually and as  
President of Enterprise Leasing Company of

Florida, LLC

SWORN TO AND SUBSCRIBED before me on this 15 day of July,  
2016, by Alan Levine, President 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.



*Karen E. Wood*  
Notary Signature

Karen E Wood  
Print Notary Name

NOTARY PUBLIC

State of Florida at large

My Commission Expires: 12/9/19

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**WITNESSETH:**

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

**WHEREAS**, the Parties entered into that certain Agreement for Rental Car Lease and Concession dated September 13, 2011 (R-2011-1344) (the "Agreement"), which provides for the right to conduct and operate an airport rental car concession at the Airport; and

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**WHEREAS**, the Parties hereto desire to amend the Agreement in accordance with the terms and conditions set forth herein.

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

1. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

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3. Section 2.19 of the Agreement is hereby deleted and replaced with the following Section 2.19:

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1. In the event facilities are constructed, maintained, or otherwise operated on the Assigned 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, Concessionaire 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 Assigned Premises.

3. In the construction of any improvements on, over, or under the Assigned 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. Concessionaire shall comply with, and use the Assigned Premises in compliance with, the 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 Agreement and to enter, re-enter, and repossess the Assigned Premises, and hold the same as if this Agreement had never been made or issued. This Agreement 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.

7. **Section 21.07 of the Agreement is deleted in its entirety and replaced with the following Section 21.07:**

21.07 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 Concessionaire, 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.

8. **The following Sections 21.26 and 21.27 are hereby added to the Agreement:**

21.26 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 Concessionaire.

21.27 Scrutinized Companies. As provided in Section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria.

*If County determines, using credible information available to the public, that a false certification has been submitted by Concessionaire, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.*

**9. Except as specifically amended herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the Parties hereto.**

**10. This First Amendment shall become effective when executed by the Parties hereto and approved by the Palm Beach County Board of County Commissioners.**

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, County and Concessionaire have executed this First Amendment as of the date first written above.

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: \_\_\_\_\_  
Mary Lou Berger, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: *Jan Kelly*  
Director, Department of Airports

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

CONCESSIONAIRE:  
ENTERPRISE LEASING COMPANY  
OF FLORIDA, LLC  
d/b/a Alamo Rent A Car

*[Signature]*  
Signature

By: *Alan Levine*  
Signature

*Jan R...*  
Print Name

ALAN LEVINE  
Print Name

*Chr...*  
Signature

Pres / am  
Title

*Curt Brown*  
Print Name

(Seal)

Simple View

### Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient. Click on the Insured Name to update contact information.

Friday, July 29, 2016

Images

Contracts

**ALAMO**

Insured: Enterprise Leasing Co. of Florida, LLC

Insured ID: ENTELEA-PBC4

Status: Compliant

ITS Account Number: PLC750

Project(s): Palm Beach County - Airport Properties

Insurance Policy	Required	Provided	Override
<b><u>General Liability</u></b>			
Expiration: 9/1/2016			
General Aggregate:	\$1,000,000	\$15,000,000	
Products - Completed Operations Aggregate:	\$1,000,000	\$3,000,000	
Personal And Advertising Injury:	\$1,000,000	\$3,000,000	
Each Occurrence:	\$1,000,000	\$3,000,000	
Fire Damage:	\$100,000	\$1,000,000	
Medical Expense:	\$5,000	\$10,000	
<b><u>Automobile Liability</u></b>			
Expiration: 9/1/2016			
	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$1,000,000	\$3,000,000	
<b><u>Workers Compensation/Employers Liability</u></b>			
Expiration: 9/1/2016			
	WC Stat. Limits	WC Stat. Limits	

#### Notifications

There were no deficiency letters issued.

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

Certificate Submittal



**FIRST AMENDMENT TO  
AGREEMENT FOR RENTAL CAR LEASE AND CONCESSION  
AT THE PALM BEACH INTERNATIONAL AIRPORT**

**THIS FIRST AMENDMENT TO AGREEMENT FOR RENTAL CAR LEASE AND CONCESSION** (this "First Amendment") is made and entered into \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida (the "County"), and Enterprise Leasing Company of Florida, LLC, d/b/a National Car Rental, a limited liability company organized under the laws of the State of Delaware, having its office and principal place of business at 5105 Johnson Road, Coconut Creek, FL 33073 (the "Concessionaire").

**WITNESSETH:**

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

**WHEREAS**, the Parties entered into that certain Agreement for Rental Car Lease and Concession dated September 13, 2011 (R-2011-1345) (the "Agreement"), which provides for the right to conduct and operate an airport rental car concession at the Airport; and

**WHEREAS**, Concessionaire exercised its option to renew the Agreement and County and Concessionaire desire to extend the term of the Agreement; and

**WHEREAS**, the Parties hereto desire to amend the Agreement in accordance with the terms and conditions set forth herein.

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

1. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

2. County and Concessionaire hereby agree renew the Agreement in accordance with Section 3.02. The term of the Agreement is hereby extended one (1) additional period of two (2) years (the "Renewal Term") and shall expire on September 30, 2018.

**3. Section 2.19 of the Agreement is hereby deleted and replaced with the following Section 2.19:**

*2.19 "Gross Revenues" means all monies due Concessionaire, whether paid or unpaid, from any and all customers for the use, rental or lease of vehicles and any additional services or accessories contracted for, delivered, supplied or rented at or from the Airport regardless of where, how (cash, credit, barter or otherwise) or by whom payment is made; whether the customer is transported from the Airport to an off-Airport place of business; or where the vehicle is picked up or returned. Unless revenues are expressly and specifically excluded from Gross Revenues, all revenues derived from, arise out of or become payable on account of the Concession, whether directly or indirectly, shall be included in Gross Revenues.*

*A. Gross Revenues shall include, but shall not be limited to:*

*1. time and/or mileage charges, after discounts, assessed by Concessionaire to its customers;*

*2. premiums on any and all insurance sold, including personal accident insurance, personal effects and cargo insurance, life insurance and any other insurance sold in connection with a vehicle rental;*

*3. any and all add-on fees and charges including extra driver coverage, underage driver coverage and vehicle upgrade charges;*

*4. any and all fees and charges for equipment, supplies and incidental items which are made available and charged for separate from the vehicle including, but not limited to, sporting equipment, cellular telephones, pagers, electronic equipment and devices such as GPS or other navigation aid devices and toll passes, child restraint seats, video equipment, and any other incidental items and services;*

*5. charges commonly referred to as "drop charges" or "intercity fees"; and*

*6. any fee or charge to Concessionaire's customers related to the Concession Fee, including, but not limited to Concession Recoupment Fees as defined in Section 5.12.*

*7. any amount charged by Concessionaire as an administrative, processing or other similar fee for items such as "toll-by-plate", "plate pass" or "open road tolling", parking violations or traffic infractions; whether such administrative, processing or other similar fee is charged directly by, or through, Concessionaire or a third-party vendor or contractor.*

B. *Gross Revenues shall not include:*

1. *the amount of any sales taxes or other similar excise taxes, now or hereafter levied or imposed, which are separately stated and collected from customers;*
2. *sums received from customers for Collision Damage Waiver (CDW) protection and Loss Damage Waiver (LDW) protection;*
3. *sums received as insurance proceeds, or payments from Concessionaire's customers or insurers for damage to vehicles or other property of Concessionaire;*
4. *sums received as the result of the loss, conversion, or abandonment of Concessionaire's vehicles;*
5. *sums received from the sale of vehicles or other equipment used in the operation of the Concession, the use of which Concessionaire wishes to discontinue;*
6. *amounts charged to customers for fuel; or*
7. *Local Revenue.*
8. *the amount of any governmental fines or penalties for traffic infractions (such as parking, red light and toll infractions), which are separately stated and collected from customers, and paid directly to the imposing governmental authority by Concessionaire. Notwithstanding the foregoing, any amount charged by Concessionaire as an administrative, processing or other similar fee shall be considered Gross Revenues in accordance with Section 2.19(A)(7) above.*

**4. Section 5.10 of the Agreement is hereby deleted and replaced with the following Section 5.10:**

- 5.10 *Audit Requirements.* *On or before December 31<sup>st</sup> of each year, Concessionaire shall provide to the Department an audit report on all Gross Revenues from operations at the Airport and from the operations of any of Concessionaire's subsidiaries, contractors, management companies, or related or affiliated companies involved in providing services covered by this Agreement. The audit report shall cover the preceding Contract Year. The audit report shall be in the format required by the Department and shall be prepared by an independent Certified Public Accountant, not a regular employee of Concessionaire, in accordance with Generally Accepted Auditing Standards prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. The audit report shall include the following:*

- A. *Schedule of all Gross Revenues by category, including, but not limited to the categories of Gross Revenue listed in Section 2.19(A)(1) thru (7) of this Agreement, and month and a schedule of the payments made to County by month.*
- B. *Schedule summarizing the total number of vehicle rental transactions and any sales taxes collected by month.*
- C. *The total amount of Concession Fees that have been paid to County in accordance with this Agreement.*
- D. *The audit report shall include an opinion on each of the schedules required to be submitted with the audit report.*

*Delivery of an audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto, shall be deemed to be a material breach of this Agreement. If the audit report indicates that the amount of Concession Fees (together with any sales taxes thereon) due and owing for any Contract Year is greater than the amount paid by Concessionaire to County during such Contract Year, the Concessionaire shall pay the difference to County with the audit report. If amount of Concession Fees actually paid by Concessionaire to County during any Contract Year exceeds the Concession Fees due and owing for such Contract Year, the Department shall credit the overpayment in the following order: (i) against any past due amounts owed to County by Concessionaire, including interest and late fees; (ii) against currently outstanding, but not yet due, Concession Fees owed to County by Concessionaire; (iii) against future Concession Fees which will become due during the succeeding Contract Year; and (iv) against any other sums payable by Concessionaire to County. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Contract Year, the Department shall credit the overpayment against any remaining amounts owed to County, including interest and late fees, and refund to Concessionaire any overpayment amount in excess of the credit.*

*The audit report to be provided for the Contract Year ending September 30, 2016 (due on or before December 31, 2016), shall include a separate schedule of all Gross Revenues detailed in Section 2.19(A)(7), for each Contract Year of the Initial Term, together with a certification confirming that such amounts listed have been paid.*

**5. Section 5.13 of the Agreement is hereby deleted and replaced with the following Section 5.13:**

**5.13 Security for Payment.** *Prior to the Effective Date, Concessionaire shall post a security deposit with County in an amount equivalent to fifty percent (50%) of the Minimum Annual Guarantee for the first Contract Year ("Security Deposit"). The Security Deposit shall thereafter be maintained in an amount equivalent to fifty percent (50%) of the Minimum Annual Guarantee for the then-current Contract Year; provided, if the amount of required Security Deposit increase resulting from adjustment of the Minimum Annual Guarantee is less than fifteen percent (15%) of the amount of Security Deposit currently held, no increase in the Security Deposit shall be required. The Security Deposit shall serve as security for the payment of all sums due to County and shall also secure the performance of all obligations of Concessionaire hereunder. The Security Deposit shall be either in the form of a clean, Irrevocable Letter of Credit ("Letter of Credit") or a Surety Bond ("Bond") in form and substance satisfactory to County. In the event of any failure by Concessionaire to pay any sums, rentals or charges to County when due or upon any other failure to perform any of its obligations or other default under this Agreement, then, in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Concessionaire shall immediately replace the Security Deposit with a new Letter of Credit or Bond in the full amount of the Security Deposit required hereunder. The Security Deposit shall be kept in full force and effect throughout the Term of this Agreement and for a period of six (6) months after the termination of this Agreement. Not less than thirty (30) calendar days prior to any expiration date of a Letter of Credit or Bond, Concessionaire shall submit evidence in form satisfactory to County that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond as required by this Section 5.13 shall: (i) entitle County to draw down the full amount of such Security Deposit, and (ii) constitute a default of this Agreement entitling County to all available remedies. The Security Deposit shall not be returned to Concessionaire until all obligations under this Agreement are performed and satisfied. Prior to consent from County to any assignment of this Agreement by Concessionaire, Concessionaire's assignee shall be required to provide a Security Deposit to County in accordance with the terms and conditions of this Section 5.13. The obligations arising under this Section 5.13 shall survive the expiration or termination of this Agreement.*

6. Sections 20.01 and 20.02 of the Agreement are hereby deleted and replaced with the following Sections 20.01 and 20.02:

20.01 Non-Discrimination in County Contracts. Concessionaire warrants and represents to County that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. Concessionaire has submitted to County a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as may be amended, or in the alternative, if Concessionaire does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R-2014-1421, as may be amended.

20.02 Federal Non-Discrimination Covenants.

- A. Concessionaire, 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 Assigned 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, Concessionaire 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 Assigned Premises.
  3. In the construction of any improvements on, over, or under the Assigned 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. Concessionaire shall comply with, and use the Assigned Premises in compliance with, the 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 Agreement and to enter, re-enter, and repossess the Assigned Premises, and hold the same as if this Agreement had never been made or issued. This Agreement 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.

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(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, County and Concessionaire have executed this First Amendment as of the date first written above.

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: \_\_\_\_\_  
Mary Lou Berger, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

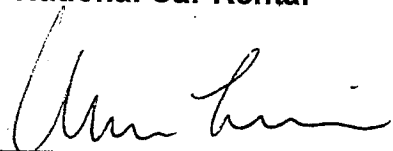
By: \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
Director, Department of Airports


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

CONCESSIONAIRE:  
ENTERPRISE LEASING COMPANY  
OF FLORIDA, LLC  
d/b/a National Car Rental

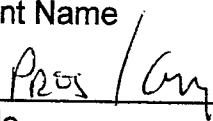
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By:  \_\_\_\_\_  
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Signature

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Title

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Print Name

(Seal)

[Simple View](#)

**Summary of Certificates**

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient. Click on the Insured Name to update contact information.

Wednesday, July 27, 2016

[Images](#)

[Contracts](#)

[Call Log](#)

**NATIONAL**

Insured: Enterprise Leasing Co. of Florida, LLC Insured ID: ENTELEA-PBC3

Status: Compliant

ITS Account Number: PLC749

Project(s): Palm Beach County - Airport Properties

Insurance Policy	Required	Provided	Override
<b>General Liability</b>			
Expiration: 9/1/2016			
General Aggregate:	\$1,000,000	\$15,000,000	
Products - Completed Operations Aggregate:	\$1,000,000	\$3,000,000	
Personal And Advertising Injury:	\$1,000,000	\$3,000,000	
Each Occurrence:	\$1,000,000	\$3,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
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	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$1,000,000	\$3,000,000	
<b>Workers Compensation/Employers Liability</b>			
Expiration: 9/1/2016			
	WC Stat. Limits	WC Stat. Limits	

Notifications

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

[Certificate Submittal](#)