

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 13, 2016 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department:

Submitted By: Department of Airports
Submitted For: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:


- A) Fifth Amendment to Airport Ground Lease Agreement with Avis Rent A Car System, LLC (Avis) (R-88-314, as amended), renewing the term of Avis' lease of the rental car facility at 2500 Turnage Boulevard at the Palm Beach International Airport (PBIA) from October 1, 2016, to September 30, 2021; and
- B) First Amendment to Agreement for Rental Car Lease and Concession with Avis (R-2011-1340), renewing the term of the rental car concession for the Avis brand at PBIA from October 1, 2016, to September 30, 2018; and
- C) First Amendment to Agreement for Rental Car Lease and Concession with Budget Rent A Car System, Inc. (Budget) (R-2011-1341), renewing the term of the rental car concession for the Budget brand at PBIA from October 1, 2016, to September 30, 2018.


Summary: Avis maintains an on-airport rental car return facility at 2500 Turnage Boulevard in support of its rental car concession operations at PBIA. The Fifth Amendment extends the term of the Ground Lease Agreement for five (5) years (October 1, 2016, to September 30, 2021) and updates the County's standard provisions pertaining to non-discrimination, Inspector General and third-party beneficiaries. In addition, Avis and Budget each operate a rental car concession which include the lease of counter and office space at the PBIA terminal. The First Amendments extend the term of the Agreement for Rental Car Lease and Concession for each brand for two (2) years (October 1, 2016, to September 30, 2018), amend provisions pertaining to concession fees and auditing on charges for road toll services, and updates the County's standard provisions pertaining to non-discrimination, Inspector General and third-party beneficiaries. **Countywide (HJF)**

Background and Justification: The Fifth Amendment exercises the final five (5) year renewal option available under the Airport Ground Lease Agreement. In 2011, Invitation for Bid No. PB 11-5 resulted in seven (7) rental car lease and concession agreements at PBIA for an initial term of five (5) years, with one (1) two (2) year renewal option. The First Amendments to Avis' and Budget's Agreement for Rental Car Lease and Concession exercise this renewal option, and these Agreements allow Avis and Budget to operate rental car concessions by leasing reservation counters and office areas within the PBIA terminal. The companies pay concession fees equal to a minimum annual guarantee (MAG) or ten percent (10%) of annual gross revenues. In addition, the companies pay facility rentals for use of the terminal counter and office spaces.

Attachments:

- 1. Fifth Amendment – Avis (3)
- 2. First Amendment – Avis (3)
- 3. First Amendment – Budget (3)

Recommended By:  8/10/16
Department Director Date

Approved By:  8/31/16
County Administrator Date

**FIFTH AMENDMENT TO AIRPORT GROUND LEASE AGREEMENT
BETWEEN PALM BEACH COUNTY AND
AVIS RENT A CAR SYSTEM, LLC**

This Fifth Amendment to Airport Ground Lease Agreement (this "Fifth Amendment") is made and entered into _____, 20____ by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY"), and Avis Rent A Car System, LLC, whose address is 6 Sylvan Way, Parsippany, NJ 07054 ("LESSEE") (hereinafter collectively referred to as the "Parties").

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 Airport Ground Lease Agreement dated March 1, 1988 (R-88-314), as amended by that certain First Amendment to Airport Ground Lease Agreement dated July 31, 1990 (R-90-1160-D), that certain Second Amendment to Airport Ground Lease Agreement dated October 21, 2008 (R-2008-1840), that certain Third Amendment to Airport Ground Lease Agreement dated September 1, 2009 (R-2009-1398), and that certain Fourth Amendment to Airport Ground Lease Agreement dated September 13, 2011 (R-2011-1338) (collectively referred to as the "Lease"), which provides for the lease of ground area to LESSEE for the purpose of constructing auto storage and service facilities in connection with LESSEE'S operation as an airport rental car concessionaire at the Airport; and

WHEREAS, LESSEE exercised its option to renew the Lease and COUNTY and LESSEE desire to extend the term of the Lease; and

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 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 Lease.

2. COUNTY and LESSEE hereby acknowledge LESSEE's exercise of its second and final option to renew the Lease in accordance with Section 1.01. The term of the Lease is hereby extended by five (5) years and shall expire on September 30, 2021.

3. Article XVIII of the Lease is hereby deleted and replaced with the following Article XVIII:

ARTICLE XVIII
NON-DISCRIMINATION

18.01 Non-Discrimination in County Contracts. LESSEE 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. LESSEE 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 LESSEE 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.

18.02 Federal Non-Discrimination Covenants.

- A. *LESSEE, 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 leased 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, LESSEE 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 leased premises.*

3. *In the construction of any improvements on, over, or under the leased 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. *LESSEE will use the leased 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 leased 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.*

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. The Lease is hereby amended to add the following Article XXXV, Article XXXVI and XXXVII

:

ARTICLE XXXV
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 LESSEE, 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.

ARTICLE XXXVI
NO THIRD PARTY BENEFICIARIES

No provision of this Lease 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 Lease, including but not limited to any citizen or employees of COUNTY and/or LESSEE.

ARTICLE XXXVII
SCRUTINIZED COMPANIES

As provided in Section 287.135, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, the LESSEE 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 LESSEE, this Lease may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Lease shall be imposed, pursuant to Section 287.135, Florida Statutes.

5. Except as specifically amended 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.

6. This Fifth 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 LESSEE have executed this Fifth 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: *Sam Bell*
Director, Department of Airports

Signed, sealed and delivered in
the presence of two witnesses

LESSEE:

AVIS RENT A CAR SYSTEM, LLC

Cynthia M. Hermes
Signature

By: *Robert Bouta*
Signature

Cynthia M. Hermes
Print Name

Robert Bouta, Senior Vice President
an authorized representative of Avis Rent A Car System, LLC

Kathleen Dreps
Signature

Title

Kathleen Dreps
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.

Monday, August 01, 2016

Images

Contracts

GROUND LEASE

Insured: Avis Rent A Car System, LLC

Insured ID: AVISREN-PBC1

Status: **Compliant (with overrides)**

ITS Account Number: PLC736

Project(s): **Palm Beach County - Airport Properties**

Insurance Policy	Required	Provided	Override
<u>General Liability</u>	Occurrence Form	Occurrence Form	
Expiration: 7/1/2017			
General Aggregate:	\$5,000,000	\$25,000,000	X
Products - Completed Operations Aggregate:	\$5,000,000	\$2,000,000	X
Personal And Advertising Injury:	\$5,000,000	\$2,000,000	X
Each Occurrence:	\$5,000,000	\$2,000,000	X
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>		Any Auto	
Expiration: 7/1/2017	All Owned Autos	not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$1,000,000	\$1,000,000	
<u>Excess/Umbrella Liability</u>			
Expiration: 7/1/2017			
Each Occurrence:	\$0	\$4,000,000	
Aggregate Limit:	\$0	\$4,000,000	
<u>Workers Compensation/Employers Liability</u>	WC Stat. Limits	WC Stat. Limits	
Expiration: 7/1/2017			
Each Accident:	\$100,000	\$1,000,000	
Disease - Policy Limit:	\$500,000	\$1,000,000	
Disease - Each Employee:	\$100,000	\$1,000,000	
<u>Property, Wind and Flood Insurance</u>	All-Risk and Replacement Cost	All-Risk and Replacement Cost	
Expiration: 7/1/2017	Ordinance and Law Coverage	Ordinance and Law Coverage	
	Loss Payee	Loss Payee	
<u>Pollution Legal Liability</u>	Additional Insured	Additional Insured	
Expiration: 4/12/2017			
Each Occurrence:	\$1,000,000	\$1,000,000	

**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 Avis Rent A Car System, LLC, a limited liability company organized under the laws of the State of Delaware, having its office and principal place of business at 6 Sylvan Way, Parsippany, New Jersey 07054 (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-2011-1340) (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 31st 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: *Sam Bell*
Director, Department of Airports

Signed, sealed and delivered in
the presence of two witnesses

CONCESSIONAIRE:
Avis Rent A Car System, LLC

Cynthia M. Hermes
Signature

By: *Robert Bouta*
Signature

Cynthia M. Hermes
Print Name

Robert Bouta, Senior Vice President
an authorized representative of Avis Rent A Car System, LLC

Kathleen Dreps
Signature

Title

Kathleen Dreps
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.

Monday, August 01, 2016

[Images](#)

[Contracts](#)

LEASE & CONC. AGMT.

Insured: Avis Rent A Car System, LLC

Insured ID: AVISREN-PBC2

Status: **Compliant (with overrides)**

ITS Account Number: **PLC737**

Project(s): **Palm Beach County - Airport Properties**

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 7/1/2017			
General Aggregate:	\$1,000,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$1,000,000	\$2,000,000	
Personal And Advertising Injury:	\$1,000,000	\$2,000,000	
Each Occurrence:	\$1,000,000	\$2,000,000	
Fire Damage:	\$100,000	\$1,000,000	
Medical Expense:	\$5,000	\$0	X
<u>Automobile Liability</u>			
Expiration: 7/1/2017			
	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	\$1,000,000	
<u>Excess/Umbrella Liability</u>			
Expiration: 7/1/2017			
Each Occurrence:	\$0	\$4,000,000	
Aggregate Limit:	\$0	\$4,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 7/1/2017			
	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 New Jersey

COUNTY OF Morris

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

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

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

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

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

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

6. The undersigned has the right and authority to enter into that certain First Amendment to Agreement for Rental Car Lease and Concession and that certain Fifth Amendment to Airport Ground Lease 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,

Robert Bouta

Robert Bouta, Senior Vice President
an authorized representative of Avis Rent A Car System, LLC

, Individually and as

SWORN TO AND SUBSCRIBED before me on this 15th day of June, 2011, by Robert Bouta, Manager of Avis Rent A Car System, LLC on behalf of the Company who is personally known to me OR who produced _____, as identification and who did take an oath.

Cynthia M. Hermes
Notary Signature

Cynthia M. Hermes
Print Notary Name

NOTARY PUBLIC

State of New Jersey at large

My Commission Expires: 4/23/17

CYNTIA M. HERMES
NOTARY PUBLIC
STATE OF NEW JERSEY
NO. 2284899
MY COMM. EXP. 4-23-17

**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 Budget Rent A Car System, Inc., a corporation organized under the laws of the State of Delaware, having its office and principal place of business at 6 Sylvan Way, Parsippany, New Jersey 07054 (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-2011-1341) (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 of¹Concessionaire;*

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 31st 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: *Sam Kelly*
Director, Department of Airports

Signed, sealed and delivered in
the presence of two witnesses

CONCESSIONAIRE:

Budget Rent A Car System, Inc.

Cynthia M. Hermes
Signature

By: *Robert Bouta*
Signature

Cynthia M. Hermes
Print Name

Robert Bouta, Senior Vice President
an authorized representative of Budget Rent A Car System, Inc.

Kathleen Dreps
Signature

Title

Kathleen Dreps
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.

Monday, August 01, 2016

[Images](#)

[Contracts](#)

Insured: **Budget Rent A Car System, Inc.**

Insured ID: BUDGREN-PBC

Status: **Compliant (with overrides)**

ITS Account Number: **PLC738**

Project(s): **Palm Beach County - Airport Properties**

Insurance Policy	Required	Provided	<u>Override</u>
<u>General Liability</u>			
Expiration: 7/1/2017			
General Aggregate:	\$1,000,000	\$25,000,000	
Products - Completed Operations Aggregate:	\$1,000,000	\$2,000,000	
Personal And Advertising Injury:	\$1,000,000	\$2,000,000	
Each Occurrence:	\$1,000,000	\$2,000,000	
Fire Damage:	\$100,000	\$1,000,000	
Medical Expense:	\$5,000	\$0	X
<u>Automobile Liability</u>			
Expiration: 7/1/2017			
	All Owned Autos	Any Auto	
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$1,000,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 7/1/2017			
	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](#)

**BUDGET RENT A CAR SYSTEM, INC.
ASSISTANT SECRETARY'S CERTIFICATE**

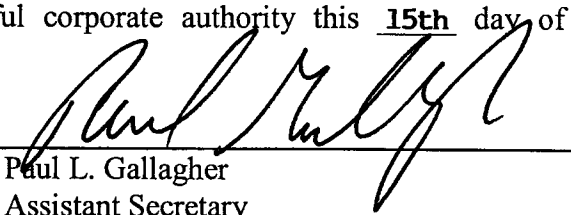
I, Paul L. Gallagher, am a duly elected, qualified and acting Assistant Secretary of Budget Rent A Car System, Inc. (the "Company").

I HEREBY CERTIFY that the following resolution was adopted by the Board of Directors of the Company on April 14, 2016 and has not been amended, rescinded, or modified and is in full force and effect on the date hereof:

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

David Blaskey
Robert F. Bouta
Paul Gallagher
Erik Johnson
Bryon L. Koepke
Anne D. Morrison
Robert E. Muhs.”

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary of the Company pursuant to due and lawful corporate authority this 15th day of June, 2016.



Paul L. Gallagher
Assistant Secretary



**UNANIMOUS WRITTEN CONSENT IN LIEU
OF MEETING OF THE BOARD OF MANAGERS
BUDGET RENT A CAR SYSTEM, INC.**

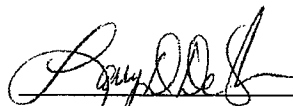
THE UNDERSIGNED, constituting all of the members of the Board of Directors of Budget Rent A Car System, Inc., a corporation organized and existing in good standing under the laws of the State of Delaware (hereinafter referred to as the "Company"), do hereby adopt the following resolutions with the same force and effect as if such resolutions were approved and adopted at a duly convened meeting of the Board of Directors of the Company.

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

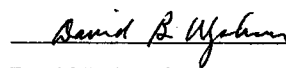
David Blaskey
Robert F. Bouta
Paul Gallagher
Erik Johnson
Bryon L. Koepke
Anne D. Morrison
Robert E. Muhs.

FURTHER RESOLVED, that this resolution may be signed in any number of counterparts, all of which when taken together will constitute but one and the same document.

DATED: April 14, 2016



Larry D. De Shon
Manager



David B. Wyshner
Manager