

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: July 10, 2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: a Resolution adopting a standard form Second Amendment to Agreement for Rental Car Lease and Concession; authorizing the County Administrator or designee to execute the standard form Second Amendment; and becoming effective upon adoption.

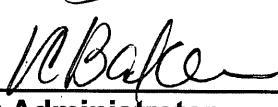
Summary: The Resolution establishes a standard form Second Amendment to Agreement for Rental Car Lease and Concession (Amendment) for use in extending the term of the Agreements for Rental Car Lease and Concession (Agreements) at the Palm Beach International Airport for a period of 3 months, and authorizes the County Administrator or designee to execute the standard form Amendment on behalf of the Board. Countywide (AH)

Background and Justification: On September 13, 2011, the Board approved Agreements with Avis Rent A Car System, LLC; Budget Rent A Car System, Inc.; DTG Operations, Inc., d/b/a Dollar Rent A Car and Thrifty Car Rental; Enterprise Leasing Company of Florida, LLC, d/b/a Alamo Rent A Car; Enterprise Leasing Company of Florida, LLC, d/b/a Enterprise Rent-A-Car; Enterprise Leasing Company of Florida, LLC, d/b/a National Car Rental; and The Hertz Corporation (R2011-1340 thru R2011-1346), which are scheduled to expire on September 30, 2018. Invitation for Bids No. PB 18-7, Rental Car Lease and Concession at the Palm Beach International Airport (Bid), was issued on April 23, 2018, for the term commencing October 1, 2018. The Department wishes to cancel the Bid and reissue, modifying certain provisions including the length of the term, in order to accommodate planned renovations at the airport terminal, including the rental car counter areas. Reissuance of the Bid will result in the need for an extension of the existing agreements for 3 months, to December 31, 2018. Under the Agreements, each concessionaire pays a fee to the County equal to the greater of a minimum annual guarantee (MAG) or 10% of the concessionaire's gross revenues. During the period of the 3 month extension, each concessionaire would pay 10% of the concessionaire's gross revenues, with no MAG.

Attachments:
1. Resolution



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Recommended By:		6/19/18
	Department Director	Date
Approved By:		7/5/18
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs					
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$-0-	\$-0-	\$-0-	\$-0-	\$-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No X
Does this item include the use of federal funds? Yes No X

Budget Account No: Fund 4100 Department 120 Unit 8340 Rsource 4465
Reporting Category

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

Adoption of the new standard form itself has no fiscal impact. Under the provisions of each amended agreement, the concessionaire will pay a fee to the County equal to 10% of the concessionaire's gross revenues for the period of the 3 month extension, with no minimum annual guarantee (MAG). The fiscal impact will be 3 months of additional revenue from each concessionaire. Based on each concessionaire's revenue from October 1 thru December 31, 2017, the total amount of revenue is estimated at \$2,232,648, which will be reported when the signed agreements are submitted to the Board as agenda items to Receive & File.

C. Departmental Fiscal Review: cm Summer

III. REVIEW COMMENTS

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

Polygon Power 6/22/18
OFMB 6/22/18

Dr. J. Jacobson 7/12/18
Contract Dev. and Control 6/29/18

B. Legal Sufficiency:

Anne Telford 7/13/18
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01
(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

RESOLUTION NO. 2018-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ADOPTING A STANDARD FORM SECOND AMENDMENT TO AGREEMENT FOR RENTAL CAR LEASE AND CONCESSION; AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE STANDARD FORM SECOND AMENDMENT ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, on September 13, 2011, the Board of County Commissioners approved seven (7) Agreements for Rental Car Lease and Concession at Airport, as follows (hereinafter collectively the "Agreements", as amended): Avis Rent A Car System, LLC (R2011-1340), Budget Rent A Car System, Inc. (R2011-1341), DTG Operations, Inc., d/b/a Dollar Rent A Car and Thrifty Car Rental (R2011-1342), Enterprise Leasing Company of Florida, LLC, d/b/a Alamo Rent A Car (R2011-1344), Enterprise Leasing Company of Florida, LLC, d/b/a Enterprise Rent-A-Car (R2011-1343), Enterprise Leasing Company of Florida, LLC, d/b/a National Car Rental (R2011-1345), and The Hertz Corporation (R2011-1346); and

WHEREAS, the Agreements are scheduled to expire on September 30, 2018; and

WHEREAS, the County desires to provide for a three-month extension to the Agreements; and

WHEREAS, the delegation to the County Administrator or designee to execute the standard form amendments will eliminate delays caused by requiring such items to be brought before the Board of County Commissioners for approval and would therefore be consistent with the goal of the Board of County Commissioners to streamline the agenda process; and

WHEREAS, the Board of County Commissioners desires to authorize the County Administrator or designee to execute a standard form Second Amendment to Agreement for Rental Car Lease and Concession on behalf of the Board of County Commissioners to provide for a short-term extension of the term of the Agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The Board of County Commissioners hereby: (i) adopts a standard form Second Amendment to Agreement for Rental Car Lease and Concession in the form attached hereto and incorporated herein as Attachment "A" ("Second Amendment"), and (ii) authorizes the County Administrator or designee to execute the Second Amendment on behalf of the Board of County Commissioners.

3. The County Administrator or designee is hereby authorized to execute, on behalf of the Board of County Commissioners, standard form Second Amendments, which include non-material changes. For purposes of this Resolution, "non-material changes" mean changes that will not modify any of the substantive obligations of the County.

4. It is the intention of the Board of County Commissioners that this delegation of signature authority is limited to the parameters set forth herein. In the event there is a material deviation from the approved standard terms and conditions of the Second Amendment, which would constitute discretion of the County Administrator or designee relative thereto, then the approval of the Board of County Commissioners shall be required. The County Administrator's designee for purposes of this Resolution shall include the Director of the Department of Airports.

5. If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

6. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

COMMISSIONER MELISSA MCKINLAY, MAYOR	-
COMMISSIONER MACK BERNARD, VICE MAYOR	-
COMMISSIONER HAL R. VALECHE	-
COMMISSIONER PAULETTE BURDICK	-
COMMISSIONER DAVE KERNER	-
COMMISSIONER STEVEN L. ABRAMS	-
COMMISSIONER MARY LOU BERGER	-

Then the Mayor thereupon declared this Resolution duly passed and adopted this ____ day of _____, 20__.

**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

ATTACHMENT "A"
SECOND AMENDMENT TO AGREEMENT FOR RENTAL CAR
LEASE AND CONCESSION

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

THIS SECOND AMENDMENT TO AGREEMENT FOR RENTAL CAR LEASE AND CONCESSION (this "Second Amendment") is made and entered into , by and between Palm Beach County, a political subdivision of the State of Florida (the "County"), and _____

(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-_____), as amended (the "Agreement"), which provides for the right to conduct and operate an airport rental car concession at the Airport; and

WHEREAS, the parties hereto desire to further 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. Short-Term Extension of the Agreement. The parties agree this Agreement shall be extended for a period of three (3) additional months and shall expire on December 31, 2018 (the period from October 1, 2018 through December 31, 2018 shall be referred to as the "Short-Term Extension"), unless sooner terminated as provided in the Agreement. The Term shall include the period of such Short-Term Extension. Except as provided below, all terms and conditions of this Agreement shall be applicable during such Short-Term Extension:

A. Notwithstanding the provisions of Section 5.01 of the Agreement, there shall be no Minimum Annual Guarantee during the period of the Short-Term Extension. Concessionaire shall pay to County the Year-to-Date Percentage Payment within twenty (20) days after the close of each and every month throughout the Short-Term Extension.

B. The audit report for the Contract Year ending September 30, 2018 shall be provided to the Department no later than March 31, 2019, and shall include the period of the Short-Term Extension. Except as provided herein, the audit report shall comply with the requirements of Section 5.10 of the Agreement.

3. 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.

4. In the event of conflict between the Agreement and this Second Amendment, this Second Amendment shall control.

5. This Second Amendment shall become effective when executed by the parties hereto and approved by the Palm Beach County Board of County Commissioners.

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

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

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

By: _____
County Attorney

By: _____
Director, Department of Airports

CONCESSIONAIRE:

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

Signature

By: _____
Signature

Print Name

Print Name

Signature

Title

Print Name

(Seal)