

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	(\$2,232,648)	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$-0-</u>	<u>(\$2,232,648)</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in ^{Proposed} 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:

Under the provisions of each amended agreement, the rental car 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 from October 1, 2018, thru December 31, 2018, 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, 2017, thru December 31, 2017, the total amount of revenue is estimated at \$2,232,648.

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

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

[Signature] 8/15/18
 OFMB 8/14/18

[Signature]
 Contract Dev. and Control 8/15/18

B. Legal Sufficiency:

Anne Adelant 8/16/18
 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)

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Wednesday, July 25, 2018

- Simple View
- Certificate Images
- Documents

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	<u>Override</u>
<u>General Liability</u>	Occurrence Form	Occurrence Form	
Expiration: 7/1/2019			
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	\$1,000,000	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>		Any Auto	
Expiration: 7/1/2019	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: 7/1/2019			
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: 7/1/2019			
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: 7/1/2019	Ordinance and Law Coverage	Ordinance and Law Coverage	
	Loss Payee	Loss Payee	
<u>Pollution Legal Liability</u>	Additional Insured	Additional Insured	
Expiration: 4/12/2019			
Each Occurrence:	\$1,000,000	\$1,000,000	
Aggregate Limit:	\$2,000,000	\$2,000,000	

AFFIDAVIT OF LIMITED LIABILITY COMPANY

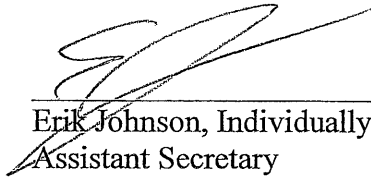
STATE OF New Jersey

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 duly elected, qualified and acting Assistant Secretary of Avis Rent A Car System, LLC, a limited liability company organized and existing in good standing under the laws of the State of Delaware (the "Company").
2. The Company's Certificate of Formation has been filed, and is on-file with the Secretary of State of Delaware and such document is 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. That Anne D. Morrison, Vice President, Properties & Facilities has the right and authority to enter into that certain Second 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.
6. Upon execution and delivery of such Agreement and documents by the aforementioned officer of the Company, all of the aforesaid shall be valid agreements.
7. 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.
8. 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,


Erik Johnson, Individually and as
Assistant Secretary

SWORN TO AND SUBSCRIBED before me on this 13th day of July, 2018, by
Erik Johnson, Assistant Secretary 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.


Notary Signature

Colleen M. Lentz
Print Notary Name

NOTARY PUBLIC

State of New Jersey at large

My Commission Expires: 4-4-2021

COLLEEN M. LENTZ
Notary Public, State of New Jersey
I.D. No. 2273785
Qualified in Essex County
Commission Expires April 4, 2021

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Thursday, July 26, 2018

- Simple View
- Certificate Images
- Documents

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 - (Active)**

Insurance Policy	Required	Provided	<u>Override</u>
<u>General Liability</u>			
Expiration: 7/1/2019			
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: 7/1/2019			
	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>Workers Compensation/Employers Liability</u>			
Expiration: 7/1/2019			
Each Accident:	\$0	\$1,000,000	
Disease - Policy Limit:	\$0	\$1,000,000	
Disease - Each Employee:	\$0	\$1,000,000	

Notifications ([Show All](#))

The following letters were issued:

Jun 07 2018 - Renewal Letter

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

Certificate Submittal

CERTIFICATE
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Bryon L. Koepke is the Secretary 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 "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 12th day of July, 2018, in accordance with the laws of the State of Delaware, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Second Amendment to Agreement for Rental Car Lease and Concession between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Anne D. Morrison, the Vice President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

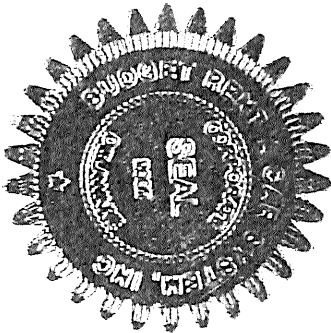
IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 12th day of July, 2018.

Bryon Koepke
[Signature]

Corporate Seal

Bryon L. Koepke, Secretary

Budget Rent A Car System, Inc.



Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Wednesday, July 25, 2018

- Simple View
- Certificate Images
- Documents

Insured: DTG Operations, Inc.

Insured ID: DTGOPE-PBC2

Status: Compliant

ITS Account Number: PLC846

Project(s): Palm Beach County - Airport Properties

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 1/1/2019			
General Aggregate:	\$1,000,000	\$5,000,000	
Products - Completed Operations Aggregate:	\$1,000,000	\$5,000,000	
Personal And Advertising Injury:	\$1,000,000	\$5,000,000	
Each Occurrence:	\$1,000,000	\$5,000,000	
Fire Damage:	\$100,000	\$1,000,000	
Medical Expense:	\$5,000	\$10,000	
<u>Automobile Liability</u>			
Expiration: 1/1/2019			
	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>Workers Compensation/Employers Liability</u>			
Expiration: 1/1/2019			
Each Accident:	\$0	\$1,000,000	
Disease - Policy Limit:	\$0	\$1,000,000	
Disease - Each Employee:	\$0	\$1,000,000	

Notifications ([Show All](#))

There were no deficiency letters issued.

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

Certificate Submittal

DTG Operations, Inc.

C E R T I F I C A T E
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Lesley Costello is the Assistant Secretary of DTG Operations, Inc., a corporation organized and existing in good standing under the laws of the State of Oklahoma, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 14th day of August, 2013, in accordance with the laws of the State of Oklahoma, the Articles of Incorporation and the By-laws of the Corporation:

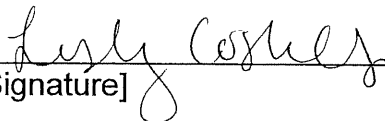
RESOLVED, that the Corporation shall enter into that certain Second Amendment to Agreement for Rental Car Lease and Concession between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreements"), which are incorporated herein by reference; and be it

FURTHER RESOLVED, that Stephen A. Blum, the Vice President, Real Estate of the Corporation, is hereby authorized and instructed to execute such Agreements and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreements.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 28th day of June, 2018.


[Signature]

Corporate Seal

Lesley Costello, Assistant Secretary

DTG Operations, Inc.

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Wednesday, July 25, 2018

- Simple View
- Certificate Images
- Documents
- Call Log

Insured: Enterprise Leasing Co. of Florida, LLC Insured ID: ENTELEA-PBC5

Status: Compliant

ITS Account Number: PLC751

Project(s): Palm Beach County - Airport Properties

Enterprise

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 9/1/2018			
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	
<u>Automobile Liability</u>			
Expiration: 9/1/2018			
	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	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 9/1/2018			
Each Accident:	\$0	\$5,000,000	
Disease - Policy Limit:	\$0	\$5,000,000	
Disease - Each Employee:	\$0	\$5,000,000	

Notifications ([Show All](#))

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

Enterprise

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/General Manager of Enterprise Leasing Company of Florida, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Company").

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

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

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

5. The undersigned is 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. That Alan D. Levine, President/General Manager undersigned has the right and authority to enter into, on behalf of Company, that certain Second 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.

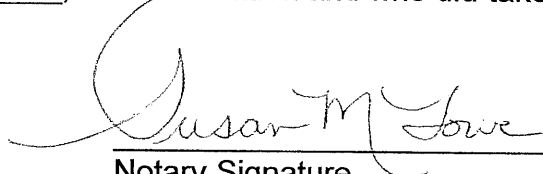
8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

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,


_____, Individually and as
President/General Manager

SWORN TO AND SUBSCRIBED before me on this 23 day of July,
2018, by Alan Levine, President/General
Manager of Enterprise Leasing Company of Florida, LLC on behalf of the
Company who is personally known to me OR who produced
_____, as identification and who did take an
oath.



Notary Signature

Susan M Towe

Print Notary Name

NOTARY PUBLIC

State of Florida at large

My Commission Expires: 11-27-19



Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Wednesday, July 25, 2018

- Simple View
- Certificate Images
- Documents
- Call Log

Insured: Enterprise Leasing Co. of Florida, LLC **Insured ID:** ENTELEA-PBC4

Status: Compliant

ITS Account Number: PLC750

Alamo

Project(s): Palm Beach County - Airport Properties

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 9/1/2018			
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	
<u>Automobile Liability</u>			
Expiration: 9/1/2018			
Combined Single Limit:	\$1,000,000	\$3,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 9/1/2018			
Each Accident:	\$0	\$5,000,000	
Disease - Policy Limit:	\$0	\$5,000,000	
Disease - Each Employee:	\$0	\$5,000,000	

Notifications ([Show All](#))

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

Alamo

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/General Manager of Enterprise Leasing Company of Florida, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Company").

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

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

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

5. The undersigned is 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. That Alan D. Levine, President/General Manager undersigned has the right and authority to enter into, on behalf of Company, that certain Second 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.

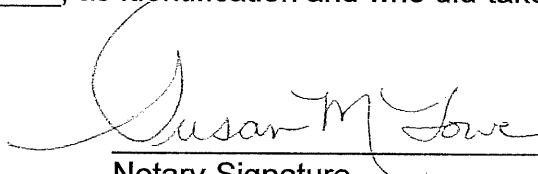
8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

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,


_____, Individually and as
President/General Manager

SWORN TO AND SUBSCRIBED before me on this 23 day of July,
2018, by Alan Levine, President/General
Manager of Enterprise Leasing Company of Florida, LLC on behalf of the
Company who is personally known to me OR who produced
_____, as identification and who did take an
oath.



Notary Signature

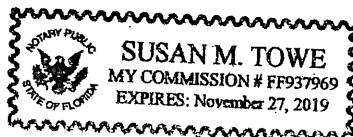
Susan M. Towe

Print Notary Name

NOTARY PUBLIC

State of Florida at large

My Commission Expires: 11-27-19



Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Wednesday, July 25, 2018

- Simple View
- Certificate Images
- Documents
- Call Log

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

Status: Compliant

ITS Account Number: PLC749

National

Project(s): Palm Beach County - Airport Properties

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 9/1/2018			
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	
<u>Automobile Liability</u>			
Expiration: 9/1/2018			
	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	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 9/1/2018			
Each Accident:	\$0	\$5,000,000	
Disease - Policy Limit:	\$0	\$5,000,000	
Disease - Each Employee:	\$0	\$5,000,000	

Notifications ([Show All](#))

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

National

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/General Manager of Enterprise Leasing Company of Florida, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Company").

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

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

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

5. The undersigned is 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. That Alan D. Levine, President/General Manager undersigned has the right and authority to enter into, on behalf of Company, that certain Second 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.

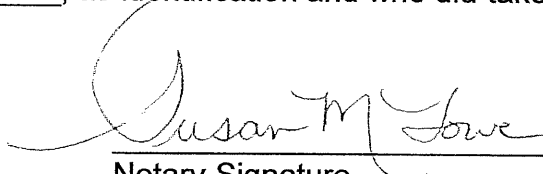
8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

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,


_____, Individually and as
President/General Manager

SWORN TO AND SUBSCRIBED before me on this 23 day of July,
2018, by Alan Levine, President/General
Manager of Enterprise Leasing Company of Florida, LLC on behalf of the
Company who is personally known to me OR who produced
_____, as identification and who did take an
oath.



Notary Signature

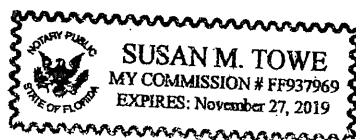
Susan M Towe

Print Notary Name

NOTARY PUBLIC

State of Florida at large

My Commission Expires: 11-27-19



Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Wednesday, July 25, 2018

- Simple View
- Certificate Images
- Documents

Insured: The Hertz Corporation

Insured ID: HERTCOR-PBC3

Status: **Compliant (with overrides)**

ITS Account Number: **PLC757**

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

Insurance Policy	Required	Provided	<u>Override</u>
<u>General Liability</u>			
Expiration: 1/1/2019			
General Aggregate:	\$1,000,000	\$1,000,000	
Products - Completed Operations Aggregate:	\$1,000,000	\$1,000,000	
Personal And Advertising Injury:	\$1,000,000	\$1,000,000	
Each Occurrence:	\$1,000,000	\$1,000,000	
Fire Damage:	\$100,000	\$1,000,000	
Medical Expense:	\$5,000	\$10,000	X
<u>Automobile Liability</u>			
Expiration: 1/1/2019			
	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>Workers Compensation/Employers Liability</u>			
Expiration: 1/1/2019			
Each Accident:	\$0	\$1,000,000	
Disease - Policy Limit:	\$0	\$1,000,000	
Disease - Each Employee:	\$0	\$1,000,000	

Notifications (Show All)

There were no deficiency letters issued.

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

Certificate Submittal

THE HERTZ CORPORATIONS

CERTIFICATE
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Lesley Costello is the Assistant Secretary of The Hertz Corporation, a corporation organized and existing in good standing under the laws of the State of Delaware hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 14th day of August, 2013, in accordance with the laws of the State of Delaware, the Articles of Incorporation and the By-laws of the Corporation:

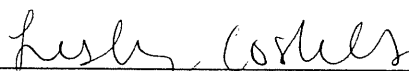
RESOLVED, that the Corporation shall enter into that certain Second Amendment to Agreement for Rental Car Lease and Concession between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Stephen Blum, the Senior Vice President, Real Estate and Facilities of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 28th day of June, 2018.


[Signature]

Corporate Seal

Lesley Costello, Assistant Secretary
The Hertz Corporation

**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 JUL 24 2018, 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), 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.

22018-0996

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.

C. Throughout the Short Term Extension, Concessionaire shall maintain the amount of Security Deposit required as of September 30, 2018.

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: Anne Delgant
County Attorney

By: Sam Bell
Director, Department of Airports

CONCESSIONAIRE:

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

Avis Rent A Car System, LLC

Colleen Lantz
Signature

By: [Signature]
Signature

Colleen Lantz
Print Name

Anne D. Morrison
Print Name

Kathleen Dreps
Signature

Vice President
Title

Kathleen Dreps
Print Name

(Seal)

**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 JUL 24 2018, 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), 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:

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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.

R2018-0996

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.

C. Throughout the Short Term Extension, Concessionaire shall maintain the amount of Security Deposit required as of September 30, 2018.

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: *Anne Welford*
County Attorney

By: *Bruce Kelly*
Director, Department of Airports

CONCESSIONAIRE:

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

Budget Rent A Car System, Inc.

Colleen Lentz
Signature

By: *[Signature]*
Signature

Colleen Lentz
Print Name

Anne D. Morrison
Print Name

Kathleen Dreps
Signature

Vice President
Title

Kathleen Dreps
Print Name

(Seal)

**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 JUL 24 2018, by and between Palm Beach County, a political subdivision of the State of Florida (the "County"), and DTG Operations, Inc., d/b/a Dollar Rent A Car and Thrifty Car Rental, a corporation organized under the laws of the State of Oklahoma, having its office and principal place of business at 8501 Williams Road, Estero, FL 33928, Attn: Real Estate (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-2011-1342), 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.

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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.

R2018-0996

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.

C. Throughout the Short Term Extension, Concessionaire shall maintain the amount of Security Deposit required as of September 30, 2018.

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: Anne Welfant
County Attorney

By: [Signature]
Director, Department of Airports

CONCESSIONAIRE:

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

**DTG Operations, Inc.,
d/b/a Dollar Rent A Car and Thrifty Car Rental**

[Signature]
Signature

By: [Signature]
Signature

Melissa Gates
Print Name

Stephen Blum
Print Name

[Signature]
Signature

Vice President, Real Estate
Title

Linda Dravin
Print Name

(Seal)

**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 JUL 24 2018, 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), 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.

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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.

22018-0996

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.

C. Throughout the Short Term Extension, Concessionaire shall maintain the amount of Security Deposit required as of September 30, 2018.

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**

By: Anne Welford
County Attorney

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

By: [Signature]
Director, Department of Airports

CONCESSIONAIRE:

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

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

[Signature]
Signature

By: [Signature]
Signature

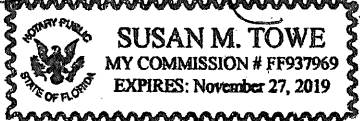
[Signature]
Print Name

Alan Levin
Print Name

[Signature]
Signature

President / GM
Title

Jay Ryc-
Print Name

(Seal) Susan M. Towe 7/23/18


**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 JUL 24 2018, 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 Alamo 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-2011-1344), 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.

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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.

22018-0996

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.

C. Throughout the Short Term Extension, Concessionaire shall maintain the amount of Security Deposit required as of September 30, 2018.

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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: Anne Welfant
County Attorney

By: [Signature]
Director, Department of Airports

CONCESSIONAIRE:

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

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

[Signature]
Signature

By: [Signature]
Signature

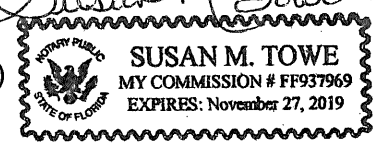
Curt Brown
Print Name

Alan Levino
Print Name

[Signature]
Signature

Pees/Gm
Title

Jay Ryan
Print Name

Susan M. Towe 7/23/18
(Seal) 

**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 JUL 24 2018, 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), 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.

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R2018-0996

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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**

By: Anne Helgent
County Attorney

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

By: Don Peeg
Director, Department of Airports

CONCESSIONAIRE:

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

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

Curt Brown
Signature

Curt Brown
Print Name

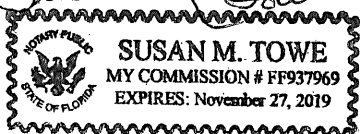
[Signature]
Signature

Jay Rya
Print Name

By: [Signature]
Signature

Alan Levine
Print Name

President / GM
Title

Susan M. Towe 7/23/16
(Seal) 

**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 JUL 24 2018, by and between Palm Beach County, a political subdivision of the State of Florida (the "County"), and The Hertz Corporation, d/b/a Hertz, a corporation organized under the laws of the State of Delaware, having its office and principal place of business at 8501 Williams Road, Estero, FL 33928, Attn: Real Estate (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-2011-1346), 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:

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2018-0996

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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**

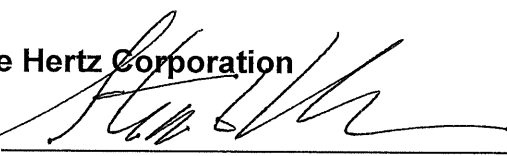
**PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA**

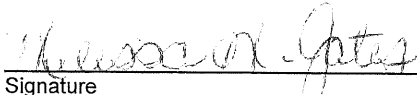
By: 
County Attorney

By: 
Director, Department of Airports

CONCESSIONAIRE:

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

The Hertz Corporation
By: 
Signature


Signature

Melissa Gates
Print Name

Stephen Blum
Print Name


Signature

Senior Vice President, Real Estate and Facilities
Title

Linda Dravin
Print Name

(Seal)