

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: **August 23, 2022** **Consent** **Regular**
 Workshop **Public Hearing**

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to receive and file:** Seven (7) First Amendments (Amendments), extending the term of each of the Agreements for Rental Car Lease and Concession (Agreements) at the Palm Beach International Airport (PBI) for three months from July 1, 2022, to September 30, 2022, for payment of concession fees equal to 10% of gross revenue, plus facility rental for rental car reservation counter areas in the following amounts:

- A)** Avis Budget Car Rental, LLC, as the sole owner of Avis Rent A Car System, Inc. (“Avis”) and Zipcar, Inc. (“Zipcar”) (R-2018-1856), for payment of facility rental of \$13,788.60;
- B)** Avis Budget Car Rental, LLC, as the sole owner of Budget Rent A Car System, Inc. (“Budget”) and Payless Car Rental, Inc. (“Payless”) (R-2018-1857) for payment of facility rental of \$13,509.55;
- C)** Enterprise Leasing Company of Florida, LLC, d/b/a Alamo Rent A Car (“Alamo”) and National Car Rental (“National”) (R-2018-1858) for payment of facility rental of \$13,542.38;
- D)** Enterprise Leasing Company of Florida, LLC, d/b/a Enterprise Rent-A-Car (R-2018-1859) for payment of facility rental of \$13,542.38;
- E)** Sixt Rent A Car, LLC (R-2018-1860) for payment of facility rental of \$13,13,772.19;
- F)** The Hertz Corporation, d/b/a Hertz (R-2018-1983) for payment of facility rental of \$5,219.97; and
- G)** The Hertz Corporation, d/b/a Dollar Rent A Car and Thrifty Car Rental (R-2018-1984) for payment of facility rental of \$13,542.38;

Summary: Each Amendment contains identical terms and conditions and extends the expiration date of the Agreement for three months from July 1, 2022 to September 30, 2022, and updates the provisions pertaining to force majeure and survival. The audit report period has also been extended to include the three-month extension. Delegation of authority for execution of the Amendments is provided in Section 2-54(c)(9) of the Purchasing Code.

Countywide (AH)

Background and Justification: The Agreements allow each rental car operator to maintain a rental car concession at PBI, including a shuttle operation and a customer counter on level one (baggage claim), for payment of concession fees equal to 10% of gross revenues plus payment of rental for the lease of the customer counter areas. Invitation For Bid (IFB) No. PB 22-3 for new Agreements for Rental Car Lease and Concession was issued on March 1, 2022, and the bid submittal date was extended to May 25, 2022. The extension was necessary to avoid a lapse in rental car concessions until new agreements could be finalized.

Attachments:

- 1. One (1) First Amendment for each of the above seven (7) Agreements

=====
Recommended By: *Fw Lorena Buda* 7-21-22
 Department Director **Date**

Approved By: *For* 8/11/22
 County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$86,917)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$86,917)</u>	<u>-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>

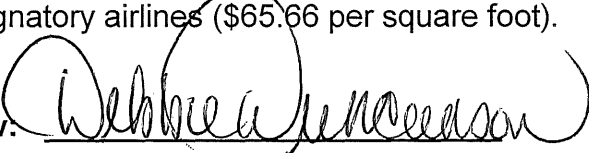
ADDITIONAL FTE POSITIONS (Cumulative) _____

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

Budget Account No: Fund 4100 Department 120 Unit 8340/8430 RSource 4465/4411
 Reporting Category _____

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

Under each Agreement, the concessionaire is required to pay concession fees equal to 10% of the gross revenues, with no minimum annual guarantee (MAG). The amount of concession fees is uncertain and is not included above. The fiscal impact above includes payment of facility rental by each concessionaire during the three-month extension, at the terminal rental rate for non-signatory airlines (\$65.66 per square foot).

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

ASD 7/19
 MG 7/19 OFMB

Janet J. Jankov 7/26/22
 Contract Dev. and Control

B. Legal Sufficiency:

Anne Helgent 8/11/22
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**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 MAY 03 2022, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Avis Budget Car Rental, LLC, a Delaware limited liability company, as the sole owner of Avis Rent A Car System, Inc. ("Avis") and Zipcar, Inc. ("Zipcar"), having its office and principal place of business at 6 Sylvan Way, Parsippany, New Jersey, 07054 ("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 December 4, 2018 (R-2018-1856) (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 September 30, 2022, unless sooner terminated as provided in the Agreement. The period from July 1, 2022 through September 30, 2022 shall be considered an extension of the Fourth Contract Period of this Agreement and shall be referred to as the "Short-Term Extension". Except as provided below, all terms and conditions of this Agreement shall be applicable during such Short-Term Extension:

- A. The audit report for the Fourth Contract Period shall include the Short-Term Extension and shall be provided to the Department no later than December 31, 2022. Except as provided herein, the audit report shall comply with the requirements of Section 5.10 of the Agreement.

B. Throughout the Short Term Extension, Concessionaire shall maintain the amount of Security Deposit required as of June 30, 2022.

3. Section 21.17, Excusable Delay, of the Agreement is hereby deleted in its entirety and replaced with the following Section 21.27, Force Majeure:

21.17 Force Majeure. Notwithstanding any provision of this Agreement to the contrary, neither party shall be liable for failure to perform any of its obligations under this Agreement in the event it is prevented from so performing by an event of force majeure, including, strike, lockout, breakdown, accident, weather, order or regulation of, or by, any governmental authority, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control. Where there is an event of force majeure, the party prevented or delayed in performing its obligations under this Agreement must promptly notify the other party in writing of the full particulars of the event of force majeure preventing or delaying the performance of its obligations under this Agreement. The nonperforming party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance of this Agreement and to fulfill its obligations under this Agreement. Upon completion of the event of force majeure, the party affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Agreement. An event of force majeure shall not relieve a party from liability for an obligation which arose before the occurrence of that event, nor shall that event affect the obligation to pay amounts due under this Agreement in a timely manner.

4. Article 21, Miscellaneous, of the Agreement is hereby amended to add the following Section 21.27, Survival:

21.27 Survival. Upon the expiration or earlier termination of this Agreement, the parties shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon the parties hereunder arising prior to the date of such expiration or termination.


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.

5. In the event of conflict between the Agreement and this First Amendment, this First Amendment shall control.

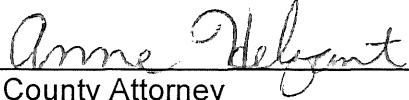
6. This First Amendment shall become effective when executed by the parties hereto.

IN WITNESS WHEREOF, Concessionaire and the Assistant Director of Purchasing of Palm Beach County, Florida, on behalf of County, have made and executed this First Amendment as of the date first written above.

**PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY SAMARA J. COOPER,
ASSISTANT DIRECTOR OF PURCHASING**

By: 
Samara J. Cooper, Assistant Director
(w)

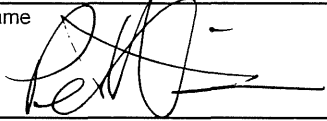
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
County Attorney

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


Signature

DAVID STARK
Print Name


Signature

PETER P. RICCI
Print Name

CONCESSIONAIRE:
Avis Budget Car Rental, LLC

By: 
Signature

Anne D. Morrison
Print Name

Vice President, Properties & Facilities
Title

(Seal)

**AVIS BUDGET CAR RENTAL, LLC
ASSISTANT SECRETARY'S CERTIFICATE**


I, Erik Johnson, am a duly elected, qualified and acting Assistant Secretary of Avis Budget Car Rental, LLC (the "Company").

I HEREBY CERTIFY that the following resolution was adopted by the Company on April 13, 2016 and has not been amended, rescinded, or modified and is in full force and effect on the date hereof:

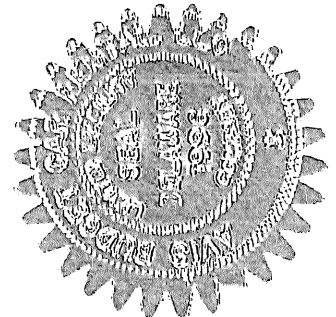
"RESOLVED, that the persons listed below are each duly authorized to execute on behalf of the Company any and all airport bids, leases, concession agreements, real estate and any other similar instruments which are necessary to the business operations of the Company:

David Blaskey
Robert F. Bouta
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 18th day of September 2018.



Erik Johnson
Assistant Secretary



UNANIMOUS WRITTEN CONSENT IN LIEU
OF MEETING OF THE BOARD OF MANAGERS
AVIS BUDGET CAR RENTAL, LLC

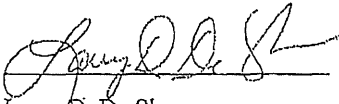
THE UNDERSIGNED, constituting all of the members of the Board of Managers of Avis Budget Car Rental, LLC, a Delaware limited liability company (hereinafter referred to as the "Company"), do hereby adopt the following resolutions with the same force and effect as if such resolutions were approved and adopted at a duly convened meeting of the Board of Managers of the Company.

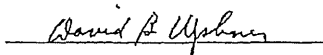
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David Blaskey
Robert F. Bouta
Erik Johnson
Bryon L. Koepke
Anne D. Morrison
Robert E. Muhs.

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 13, 2016


Larry D. De Shon
Manager


David B. Wyshner
Manager

🔍 Search

👤 Insured

Insured Name

Avis Budget Car Rental LLC (DX00000709)

🔍

Avis & Zipcar (DX00000709)

Active Records Only

Advance Search

Name:	Avis Budget Car Rental LLC 👤
Account Number:	DX00000709
Address:	
Status:	Currently in Compliance.

Insured Tasks Admin Tools

View ▾

- 👤 Insured
- 📄 Notes
- 🔄 History
- ☰ Deficiencies
- 📶 Coverages
- ★ Requirements
- ↕ Contract Screen
- Add ▾
- Edit ▾
- Help ▾
- Video Tutorials ▾

Insured ▲

Business Unit(s)

Print Insured Info

DBA Number

Print Compliance Report

DBA Name

Account Information

Account Number:	DX00000709
Risk Type:	Standard - General Services
Do Not Call:	Address Updated:

Address Information

Mailing Address	Physical Address
Insured:	Avis Budget Car Rental LLC
Address 1:	
Address 2:	
City:	
State:	
Zip:	
Country:	

Contract Information

Contract Number:		
Contract Start Date:		Contract End Date:
Contract Effective Date:		Contract Expiration Date:
Description of Services:	PBI-AV-18-02 - Agmt for Rental Car Lease and Concession	Safety Form II:
Contact Information		
Contact Name:	David Stark	Misc:
Phone Number:	9549241284	Alt Phone Number:
Fax Number:		
E-Mail Address:	david.stark@avisbudget.com	
Approval Date:		
Rush:	No	
Contract on File:	No	
Certificate Received:	No	
Indemnification Agreement:	No	
Tax Id:		

This Account created by e59 on 05/11/2020.

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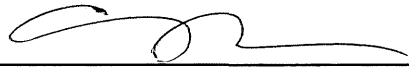
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PALM BEACH COUNTY, FLORIDA FOR ITS BOARD OF COUNTY COMMISSIONERS BY SAMARA J. COOPER, ASSISTANT DIRECTOR OF PURCHASING

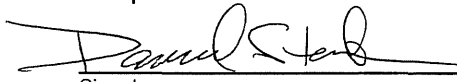
By: 
Samara J. Cooper, Assistant Director *Rev*

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
County Attorney

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


CONCESSIONAIRE:
Avis Budget Car Rental, LLC


Signature

By: 
Signature

DAVID STARK
Print Name

Anne D. Morrison
Print Name


Signature

Vice President, Properties & Facilities
Title

PETER PIRACCI
Print Name

(Seal)

**AVIS BUDGET CAR RENTAL, LLC
ASSISTANT SECRETARY'S CERTIFICATE**


I, Erik Johnson, am a duly elected, qualified and acting Assistant Secretary of Avis Budget Car Rental, LLC (the "Company").

I HEREBY CERTIFY that the following resolution was adopted by the Company on April 13, 2016 and has not been amended, rescinded, or modified and is in full force and effect on the date hereof:

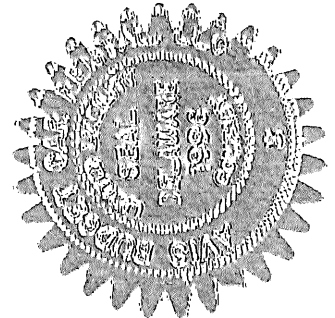
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Erik Johnson
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Anne D. Morrison
Robert E. Muhs."

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary of the Company pursuant to due and lawful corporate authority this 18th day of September 2018.



Erik Johnson
Assistant Secretary



UNANIMOUS WRITTEN CONSENT IN LIEU
OF MEETING OF THE BOARD OF MANAGERS

AVIS BUDGET CAR RENTAL, LLC

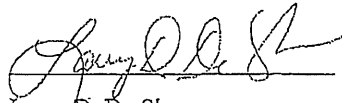
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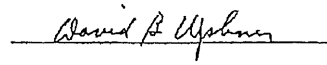
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DATED: April 13, 2016


Larry D. De Shon
Manager


David B. Wyshner
Manager

Search

Insured

Insured Name

Avis Budget Car Rental LLC (DX00000710)

Avis Budget Car Rental LLC

Active Records Only

Insured Tasks Admin Tools

View

- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements
- Contract Screen

- Add** ▼
- Edit** ▼
- Help** ▼
- Video Tutorials** ▼

Name:	Avis Budget Car Rental LLC
Account Number:	DX00000710
Address:	
Status:	Currently in Compliance.

Insured ▲

Account Information

Account Number:	DX00000710
Risk Type:	Standard - General Services
Do Not Call:	Address Updated:

Address Information

Mailing Address	Physical Address
Insured:	Avis Budget Car Rental LLC
Address 1:	
Address 2:	
City:	
State:	
Zip:	
Country:	

Contract Information

Contract Number:		
Contract Start Date:		Contract End Date:
Contract Effective Date:		Contract Expiration Date:
Description of Services:	PBI-BR-18-01 - Agmt for Rental Car Lease and Concession	Safety Form II:
Contact Information		
Contact Name:	David Stark	Misc:
Phone Number:	9549241284	Alt Phone Number:
Fax Number:		
E-Mail Address:	david.stark@avisbudget.com	
Approval Date:		
Rush:	No	
Contract on File:	No	
Certificate Received:	No	
Indemnification Agreement:	No	
Tax Id:		

This Account created by e59 on 05/11/2020.

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WITNESSETH:

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WHEREAS, the parties entered into that certain Agreement for Rental Car Lease and Concession dated December 4, 2018 (R-2018-1858) (the "Agreement"), which provides for the right to conduct and operate an airport rental car concession at the Airport; and

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21.27 Survival. Upon the expiration or earlier termination of this Agreement, the parties shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon the parties hereunder arising prior to the date of such expiration or termination.

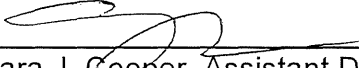
Except as specifically amended herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

5. In the event of conflict between the Agreement and this First Amendment, this First Amendment shall control.


6. This First Amendment shall become effective when executed by the parties hereto.

IN WITNESS WHEREOF, Concessionaire and the Assistant Director of Purchasing of Palm Beach County, Florida, on behalf of County, have made and executed this First Amendment as of the date first written above.

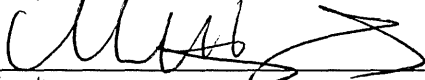
**PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY SAMARA J. COOPER,
ASSISTANT DIRECTOR OF PURCHASING**

By: 
Samara J. Cooper, Assistant Director *rw*

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
County Attorney

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


Signature


Michael Humphrey
Print Name


Signature

Aaron Tombs
Print Name

CONCESSIONAIRE:

Enterprise Leasing Company of Florida, LLC

By: 
Signature

Dave Schmidt
Print Name

Vice President/General Manager
Title

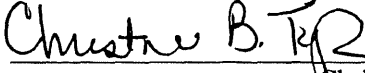
(Seal)

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF MANAGERS OF
Enterprise Leasing Company of Florida, LLC

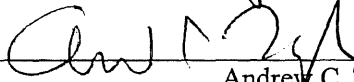
The undersigned, being all of the members of the Board of Managers (the "Board of Managers") of Enterprise Leasing Company of Florida, LLC, a Delaware limited liability company (the "Company"), acting without notice or a meeting, do hereby waive notice and the holding of such meeting, and hereby consent to, adopt and vote in favor of the following resolution as an action of the Board of Managers pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act (the "LLC Act"), which consent and action are intended to have the same force and effect as if the actions taken hereby had been taken at a meeting of the Board of Managers duly called and held in accordance with the LLC Act and the limited liability company agreement of the Company:

RESOLVED, that Dave Schmidt, Vice President/General Manager of the Company, be and hereby is authorized, empowered and directed to enter into and execute any and all documents on behalf of the Company related to the Palm Beach International Airport.

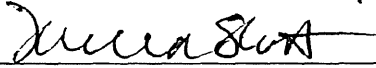
The undersigned, constituting all of the Managers of Enterprise Leasing Company of Florida, LLC, hereby unanimously consent to and adopt the foregoing actions and resolutions as of the 22nd day of April 2020.



Christine Taylor



Andrew C. Taylor



Rick Short

Constituting all of the Managers of
Enterprise Leasing Company of Florida, LLC

Search

Insured

Insured Name

Enterprise Leasing Co Of FL, LLC (DX00000620)

Enterprise Leasing Co Of FL, LLC

Active Records Only

Advance Search

Name: Enterprise Leasing Co Of FL, LLC

Account Number: DX00000620

Address:

Status: Compliant with minor/expiring deficiencies.

Insured Tasks Admin Tools

- View
- Insured
 - Notes
 - History
 - Deficiencies
 - Coverages
 - Requirements
 - Contract Screen
- Add
- Edit
- Help
- Video Tutorials

Insured

Business Unit(s) DBA Number DBA Name

Print Insured Info Print Compliance Report

Account Information

Account Number: DX00000620

Risk Type: Standard - General Services

Do Not Call: Address Updated:

Address Information

Mailing Address Physical Address

Insured: Enterprise Leasing Co Of FL, LLC

Address 1:

Address 2:

City:

State:

Zip:

Country:

Contract Number:		
Contract Start Date:		Contract End Date:
Contract Effective Date:		Contract Expiration Date:
Description of Services:	Agmt for Rental Car Lease and Concession	Safety Form II:
Contact Information		
Contact Name:	Aaron Toombs	Misc:
Phone Number:	4045749250	Alt Phone Number:
Fax Number:		
E-Mail Address:	aaron.c.toombs@ehi.com	
Approval Date:		
Rush:	No	
Contract on File:	No	
Certificate Received:	No	
Indemnification Agreement:	No	
Tax Id:		

This Account created by e61 on 05/02/2020.

**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 MAY 03 2022, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Enterprise Leasing Company of Florida, LLC, a Delaware limited liability company, doing business as Enterprise Rent-A-Car ("Enterprise"), having its office and principal place of business at 5105 Johnson Road, Coconut Creek, Florida, 33073 ("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 December 4, 2018 (R-2018-1859) (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 September 30, 2022, unless sooner terminated as provided in the Agreement. The period from July 1, 2022 through September 30, 2022 shall be considered an extension of the Fourth Contract Period of this Agreement and shall be referred to as the "Short-Term Extension". Except as provided below, all terms and conditions of this Agreement shall be applicable during such Short-Term Extension:

- A. The audit report for the Fourth Contract Period shall include the Short-Term Extension and shall be provided to the Department no later than December 31, 2022. Except as provided herein, the audit report shall comply with the requirements of Section 5.10 of the Agreement.

B. Throughout the Short Term Extension, Concessionaire shall maintain the amount of Security Deposit required as of June 30, 2022.

3. Section 21.17, Excusable Delay, of the Agreement is hereby deleted in its entirety and replaced with the following Section 21.27, Force Majeure:

21.17 Force Majeure. Notwithstanding any provision of this Agreement to the contrary, neither party shall be liable for failure to perform any of its obligations under this Agreement in the event it is prevented from so performing by an event of force majeure, including, strike, lockout, breakdown, accident, weather, order or regulation of, or by, any governmental authority, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control. Where there is an event of force majeure, the party prevented or delayed in performing its obligations under this Agreement must promptly notify the other party in writing of the full particulars of the event of force majeure preventing or delaying the performance of its obligations under this Agreement. The nonperforming party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance of this Agreement and to fulfill its obligations under this Agreement. Upon completion of the event of force majeure, the party affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Agreement. An event of force majeure shall not relieve a party from liability for an obligation which arose before the occurrence of that event, nor shall that event affect the obligation to pay amounts due under this Agreement in a timely manner.

4. Article 21, Miscellaneous, of the Agreement is hereby amended to add the following Section 21.27, Survival:

21.27 Survival. Upon the expiration or earlier termination of this Agreement, the parties shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon the parties hereunder arising prior to the date of such expiration or termination.

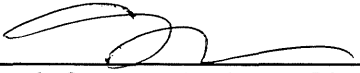
Except as specifically amended herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

5. In the event of conflict between the Agreement and this First Amendment, this First Amendment shall control.

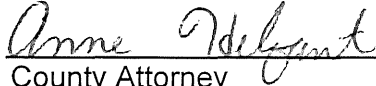
6. This First Amendment shall become effective when executed by the parties hereto.

IN WITNESS WHEREOF, Concessionaire and the Assistant Director of Purchasing of Palm Beach County, Florida, on behalf of County, have made and executed this First Amendment as of the date first written above.

PALM BEACH COUNTY, FLORIDA FOR ITS BOARD OF COUNTY COMMISSIONERS BY SAMARA J. COOPER, ASSISTANT DIRECTOR OF PURCHASING

By: 
Samara J. Cooper, Assistant Director *rw*

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
County Attorney

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



Signature

Michael Humphrey
Print Name


Signature

Aaron TOMBS
Print Name

CONCESSIONAIRE:
Enterprise Leasing Company of Florida, LLC

By: 
Signature

Dave Schmidt
Print Name

Vice President/General Manager
Title

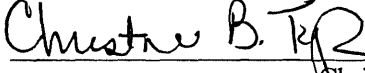
(Seal)

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF MANAGERS OF
Enterprise Leasing Company of Florida, LLC

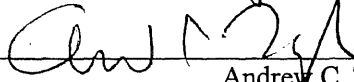
The undersigned, being all of the members of the Board of Managers (the "Board of Managers") of Enterprise Leasing Company of Florida, LLC, a Delaware limited liability company (the "Company"), acting without notice or a meeting, do hereby waive notice and the holding of such meeting, and hereby consent to, adopt and vote in favor of the following resolution as an action of the Board of Managers pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act (the "LLC Act"), which consent and action are intended to have the same force and effect as if the actions taken hereby had been taken at a meeting of the Board of Managers duly called and held in accordance with the LLC Act and the limited liability company agreement of the Company:

RESOLVED, that Dave Schmidt, Vice President/General Manager of the Company, be and hereby is authorized, empowered and directed to enter into and execute any and all documents on behalf of the Company related to the Palm Beach International Airport.


The undersigned, constituting all of the Managers of Enterprise Leasing Company of Florida, LLC, hereby unanimously consent to and adopt the foregoing actions and resolutions as of the 22nd day of April 2020.



Christine Taylor



Andrew C. Taylor



Rick Short

Constituting all of the Managers of
Enterprise Leasing Company of Florida, LLC

Search

Insured

Insured Name

Enterprise Leasing Co Of FL, LLC (DX00000617)

Enterprise Leasing Co Of FL, LLC

Active Records Only

Advance Search

Name: Enterprise Leasing Co Of FL, LLC

Account Number: DX00000617

Address:

Status: Compliant with minor/expiring deficiencies.

Insured Tasks Admin Tools

- View
- Insured
 - Notes
 - History
 - Deficiencies
 - Coverages
 - Requirements
 - Contract Screen
- Add
- Edit
- Help
- Video Tutorials

Insured

Business Unit(s) DBA Number DBA Name

Print Insured Info Print Compliance Report

Account Information

Account Number: DX00000617

Risk Type: Standard - General Services

Do Not Call: Address Updated:

Address Information

Mailing Address	Physical Address
Insured: Enterprise Leasing Co Of FL, LLC	
Address 1:	
Address 2:	
City:	
State:	
Zip:	
Country:	

Contract Number:		
Contract Start Date:		Contract End Date:
Contract Effective Date:		Contract Expiration Date:
Description of Services:	Agmt for Rental Car Lease and Concession	Safety Form II:
Contact Information		
Contact Name:	Aaron Toombs	Misc:
Phone Number:	4045749250	Alt Phone Number:
Fax Number:		
E-Mail Address:	aaron.c.toombs@ehi.com	
Approval Date:		
Rush:	No	
Contract on File:	No	
Certificate Received:	No	
Indemnification Agreement:	No	
Tax Id:		

This Account created by e61 on 05/01/2020.

**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 MAY 03 2022, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Sixt Rent A Car, LLC, doing business as Sixt Rent A Car, a Delaware limited liability company, having its office and principal place of business at 1501 NW 49th Street, Suite 100, Fort Lauderdale, Florida, 33309 ("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 December 4, 2018 (R-2018-1860) (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 September 30, 2022, unless sooner terminated as provided in the Agreement. The period from July 1, 2022 through September 30, 2022 shall be considered an extension of the Fourth Contract Period of this Agreement and shall be referred to as the "Short-Term Extension". Except as provided below, all terms and conditions of this Agreement shall be applicable during such Short-Term Extension:

A. The audit report for the Fourth Contract Period shall include the Short-Term Extension and shall be provided to the Department no later than December 31, 2022. Except as provided herein, the audit report shall comply with the requirements of Section 5.10 of the Agreement.

B. Throughout the Short Term Extension, Concessionaire shall maintain the amount of Security Deposit required as of June 30, 2022.

3. Section 21.17, Excusable Delay, of the Agreement is hereby deleted in its entirety and replaced with the following Section 21.27, Force Majeure:

21.17 Force Majeure. Notwithstanding any provision of this Agreement to the contrary, neither party shall be liable for failure to perform any of its obligations under this Agreement in the event it is prevented from so performing by an event of force majeure, including, strike, lockout, breakdown, accident, weather, order or regulation of, or by, any governmental authority, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control. Where there is an event of force majeure, the party prevented or delayed in performing its obligations under this Agreement must promptly notify the other party in writing of the full particulars of the event of force majeure preventing or delaying the performance of its obligations under this Agreement. The nonperforming party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance of this Agreement and to fulfill its obligations under this Agreement. Upon completion of the event of force majeure, the party affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Agreement. An event of force majeure shall not relieve a party from liability for an obligation which arose before the occurrence of that event, nor shall that event affect the obligation to pay amounts due under this Agreement in a timely manner.

4. Article 21, Miscellaneous, of the Agreement is hereby amended to add the following Section 21.27, Survival:

21.27 Survival. Upon the expiration or earlier termination of this Agreement, the parties shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon the parties hereunder arising prior to the date of such expiration or termination.

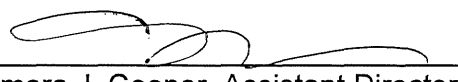
Except as specifically amended herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

5. In the event of conflict between the Agreement and this First Amendment, this First Amendment shall control.

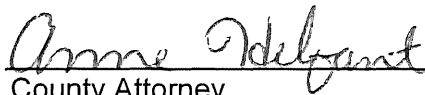
6. This First Amendment shall become effective when executed by the parties hereto.

IN WITNESS WHEREOF, Concessionaire and the Assistant Director of Purchasing of Palm Beach County, Florida, on behalf of County, have made and executed this First Amendment as of the date first written above.

PALM BEACH COUNTY, FLORIDA FOR ITS BOARD OF COUNTY COMMISSIONERS BY SAMARA J. COOPER, ASSISTANT DIRECTOR OF PURCHASING

By: 
Samara J. Cooper, Assistant Director *sm*


APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
County Attorney

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


Signature

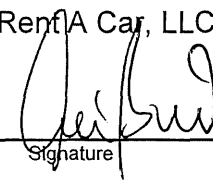
Ryan Horton
Print Name


Signature

Bert Sheppard
Print Name

CONCESSIONAIRE:

Sixt Rent A Car, LLC

By: 
Signature

Michael Meissner
Print Name

President & COO
Title

(Seal)

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF Florida
(State)
COUNTY OF Broward
(County)

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 / COO of Sixt Rent a Car LLC,
(title: e.g. Manager, Member, etc.) (company name)
a limited liability company organized and existing under the laws of the State of Delaware ("Company").
(State)

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 ~~[select (a) or (b)]~~ (a) manager managed or (b) member 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 for Rental Car lease/concession Agreement 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,


[sign name]

Michael Meissner, Individually and as
[print name]
[select one: Manager or Member]

Sworn to (or affirmed) and subscribed before me by means of [select one] physical presence -OR- online notarization, this 25 day of April, 20 22, by Michael Meissner,
[name of person making statement]

[select one] Manager/Member of Sixt Rent A Car
[company name]

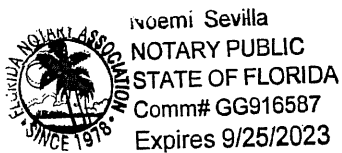
_____, on behalf of the Company, who [select one] is personally known to me -OR- produced personally known, as identification and who did take an oath.



Notary Signature

Noemi Sevilla

Print Notary Name



NOTARY PUBLIC

State of FL at large

My Commission Expires:

09/25/23

Search

Insured

Insured Name

Sixt Rent A Car, LLC (DX00000673)

Q

Sixt Rent A Car (DX00000673)

Active Records Only

Advance Search

- Insured Tasks Admin Tools**
- View
- Insured
 - Notes
 - History
 - Deficiencies
 - Coverages
 - Requirements
 - Contract Screen
- Add
- Edit
- Help
- Video Tutorials

Name: Sixt Rent A Car, LLC

Account Number: DX00000673

Address:

Status: Currently in Compliance.

Insured

Business Unit(s) DBA Number DBA Name

Print Insured Info Print Compliance Report

Account Information

Account Number: DX00000673

Risk Type: Standard - General Services

Do Not Call: Address Updated:

Address Information

Mailing Address Physical Address

Insured: Sixt Rent A Car, LLC

Address 1:

Address 2:

City:

State:

Zip:

Country:

Contract Information

Contract Start Date:		Contract End Date:
Contract Effective Date:		Contract Expiration Date:
Description of Services:	Agmt for Rental Car Lease and Concession	Safety Form II:
Contact Information		
Contact Name:	Mick Erlandson	Misc:
Phone Number:	Alt Phone Number:	
Fax Number:		
E-Mail Address:	mckillop.erlandson@sixt.com	
Approval Date:		
Rush:	No	
Contract on File:	No	
Certificate Received:	No	
Indemnification Agreement:	No	
Tax Id:		

This Account created by e59 on 05/07/2020.

**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 MAY 03 2022, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and The Hertz Corporation, a Delaware corporation, doing business as Hertz having its office and principal place of business at 8501 Williams Road, Estero, Florida, 33928 ("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 December 18, 2018 (R-2018-1983) (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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5. In the event of conflict between the Agreement and this First Amendment, this First Amendment shall control.

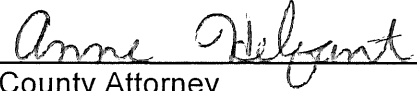
6. This First Amendment shall become effective when executed by the parties hereto.

IN WITNESS WHEREOF, Concessionaire and the Assistant Director of Purchasing of Palm Beach County, Florida, on behalf of County, have made and executed this First Amendment as of the date first written above.

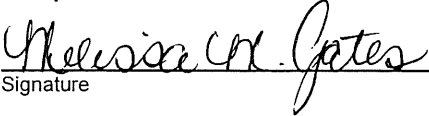
PALM BEACH COUNTY, FLORIDA FOR ITS BOARD OF COUNTY COMMISSIONERS BY SAMARA J. COOPER, ASSISTANT DIRECTOR OF PURCHASING

By: 
Samara J. Cooper, Assistant Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
County Attorney

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


Signature

Melissa M. Gates
Print Name


Signature

Lesley Costello
Print Name

CONCESSIONAIRE:

The Hertz Corporation
d/b/a Dollar Rent A Car and Thrifty Car Rental

By: 
Signature

Stephen Blum
Print Name

Senior Vice President
Title

(Seal)

Search

Insured

Insured Name

The Hertz Corporation (DX00000636)

The Hertz Corporation (DX00000636)

Active Records Only

Name:	The Hertz Corporation
Account Number:	DX00000636
Address:	
Status:	<u>Compliant with minor/expiring deficiencies.</u>

Insured Tasks **Admin Tools**

View

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Insured		
<input type="button" value="Business Unit(s)"/>	<input type="button" value="DBA Number"/>	<input type="button" value="DBA Name"/>
<input type="button" value="Print Insured Info"/>	<input type="button" value="Print Compliance Report"/>	
Account Information		
Account Number:	DX00000636	
Risk Type:	Standard - General Services	
Do Not Call:	Address Updated:	
Address Information		
Mailing Address		Physical Address
Insured:	The Hertz Corporation	
Address 1:		
Address 2:		
City:		
State:		
Zip:		
Country:		
Contract Information		

Contract Number:		
Contract Start Date:		Contract End Date:
Contract Effective Date:		Contract Expiration Date:
Description of Services:	Agmt for Rental Car Lease and Concession	Safety Form II:
Contact Information		
Contact Name:	Samantha Bolde	Misc:
Phone Number:		Alt Phone Number:
Fax Number:		
E-Mail Address:	sbolde@hertz.com	
Approval Date:		
Rush:	No	
Contract on File:	No	
Certificate Received:	No	
Indemnification Agreement:	No	
Tax Id:		

This Account created by e59 on 05/04/2020.

THE HERTZ CORPORATION

Assistant Secretary's Certificate

I, Lesley Costello, an Assistant Secretary of The Hertz Corporation, a Delaware corporation (the "Corporation"), DO HEREBY CERTIFY, on behalf of the Corporation, as follows:

1. Set forth below is a true and correct copy of resolutions adopted by the Board of Directors of the Corporation at a duly called meeting of the Board of Directors held on August 14, 2013, which resolutions were duly and validly authorized and are in full force and effect:

RESOLVED, that in addition to the authority granted pursuant to the CEO General Authorization, the authority on behalf of and in the name of the Corporations to execute (i) contracts for the purchase or sale of real property and interests in real property having an appraised value and a purchase or sales price of less than \$30 million and leases of real property involving an aggregate annual rental payment to or by the Corporations of less than \$30 million, (ii) airport concession and lease agreements involving an aggregate payment by the Corporations in any 12-month period of less than \$30 million and (iii) airport construction and facilities contracts no one of which involves more than \$30 million, provided, in each case, that such dollar limits shall not apply to any transaction the maximum dollar amount of which cannot be ascertained when the transaction is entered into, is hereby also conferred upon the Senior Executive Vice President and Chief Financial Officer, the Executive Vice President and General Counsel, the Treasurer and, in the case of agreements of the type described in clause (ii), the Vice President, Real Estate and Concessions and any Deputy General Counsel, and, in the case of agreements of the type described in clause (iii), the Executive Vice President, Supply Chain and Fleet (the "Real Estate Signing Authorization"); provided, however, that, notwithstanding the foregoing, contracts may only be entered into, renewed, extended or otherwise amended if approved in accordance with the Corporations' policy and procedure for review, approval and execution of contracts (W 1-92 - Control and Approval of Contracts).

2. Each of the following named individuals is a duly elected or appointed, qualified and acting officer of the Corporation who holds the office set forth opposite such individual's name below.

	<u>Title</u>
Stephen Blum	Senior Vice President, Real Estate and Facilities

[Signature Page to Follow]

~~IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the~~
Corporation on and as of the 1st day of November, 2018.

THE HERTZ CORPORATION

By: Lesley Costello
Lesley Costello
Assistant Secretary

**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 MAY 03 2022, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and The Hertz Corporation, a Delaware corporation, doing business as Dollar Rent A Car and Thrifty Car Rental, having its office and principal place of business at 8501 Williams Road, Estero, Florida, 33928 ("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 December 18, 2018 (R-2018-1984) (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 September 30, 2022, unless sooner terminated as provided in the Agreement. The period from July 1, 2022 through September 30, 2022 shall be considered an extension of the Fourth Contract Period of this Agreement and shall be referred to as the "Short-Term Extension". Except as provided below, all terms and conditions of this Agreement shall be applicable during such Short-Term Extension:

A. The audit report for the Fourth Contract Period shall include the Short-Term Extension and shall be provided to the Department no later than December 31, 2022. Except as provided herein, the audit report shall comply with the requirements of Section 5.10 of the Agreement.

B. Throughout the Short Term Extension, Concessionaire shall maintain the amount of Security Deposit required as of June 30, 2022.

3. Section 21.17, Excusable Delay, of the Agreement is hereby deleted in its entirety and replaced with the following Section 21.27, Force Majeure:

21.17 Force Majeure. Notwithstanding any provision of this Agreement to the contrary, neither party shall be liable for failure to perform any of its obligations under this Agreement in the event it is prevented from so performing by an event of force majeure, including, strike, lockout, breakdown, accident, weather, order or regulation of, or by, any governmental authority, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control. Where there is an event of force majeure, the party prevented or delayed in performing its obligations under this Agreement must promptly notify the other party in writing of the full particulars of the event of force majeure preventing or delaying the performance of its obligations under this Agreement. The nonperforming party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance of this Agreement and to fulfill its obligations under this Agreement. Upon completion of the event of force majeure, the party affected must, as soon as reasonably practicable, recommence the performance of its obligations under this Agreement. An event of force majeure shall not relieve a party from liability for an obligation which arose before the occurrence of that event, nor shall that event affect the obligation to pay amounts due under this Agreement in a timely manner.

4. Article 21, Miscellaneous, of the Agreement is hereby amendment to add the following Section 21.27, Survival:

21.27 Survival. Upon the expiration or earlier termination of this Agreement, the parties shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon the parties hereunder arising prior to the date of such expiration or termination.

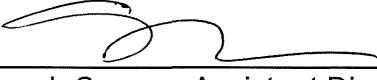
Except as specifically amended herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

5. In the event of conflict between the Agreement and this First Amendment, this First Amendment shall control.

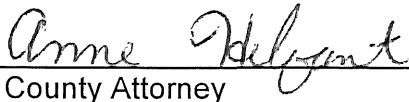
6. This First Amendment shall become effective when executed by the parties hereto.

IN WITNESS WHEREOF, Concessionaire and the Assistant Director of Purchasing of Palm Beach County, Florida, on behalf of County, have made and executed this First Amendment as of the date first written above.

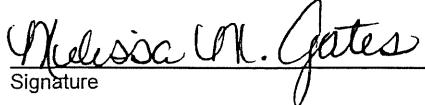
**PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY SAMARA J. COOPER,
ASSISTANT DIRECTOR OF PURCHASING**

By: 
Samara J. Cooper, Assistant Director

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
County Attorney

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


Signature

Melissa M. Gates
Print Name


Signature

Lesley Costello
Print Name

CONCESSIONAIRE:

The Hertz Corporation
d/b/a Hertz

By: 
Signature

Stephen Blum
Print Name

Senior Vice President, Real Estate & Facilities
Title

(Seal)

THE HERTZ CORPORATION

Assistant Secretary's Certificate

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1. Set forth below is a true and correct copy of resolutions adopted by the Board of Directors of the Corporation at a duly called meeting of the Board of Directors held on August 14, 2013, which resolutions were duly and validly authorized and are in full force and effect:

RESOLVED, that in addition to the authority granted pursuant to the CEO General Authorization, the authority on behalf of and in the name of the Corporations to execute (i) contracts for the purchase or sale of real property and interests in real property having an appraised value and a purchase or sales price of less than \$30 million and leases of real property involving an aggregate annual rental payment to or by the Corporations of less than \$30 million, (ii) airport concession and lease agreements involving an aggregate payment by the Corporations in any 12-month period of less than \$30 million and (iii) airport construction and facilities contracts no one of which involves more than \$30 million, provided, in each case, that such dollar limits shall not apply to any transaction the maximum dollar amount of which cannot be ascertained when the transaction is entered into, is hereby also conferred upon the Senior Executive Vice President and Chief Financial Officer, the Executive Vice President and General Counsel, the Treasurer and, in the case of agreements of the type described in clause (ii), the Vice President, Real Estate and Concessions and any Deputy General Counsel, and, in the case of agreements of the type described in clause (iii), the Executive Vice President, Supply Chain and Fleet (the "Real Estate Signing Authorization"); provided, however, that, notwithstanding the foregoing, contracts may only be entered into, renewed, extended or otherwise amended if approved in accordance with the Corporations' policy and procedure for review, approval and execution of contracts (W 1-92 - Control and Approval of Contracts).

2. Each of the following named individuals is a duly elected or appointed, qualified and acting officer of the Corporation who holds the office set forth opposite such individual's name below.

	<u>Title</u>
Stephen Blum	Senior Vice President, Real Estate and Facilities

[Signature Page to Follow]

~~IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the~~
Corporation on and as of the 1st day of November, 2018.

THE HERTZ CORPORATION

By: Lesley Costello
Lesley Costello
Assistant Secretary

Search

Insured

Insured Name

DTG Operations, Inc. (DX00000720)








The Hertz Corporation d/b/a DTG


Active Records Only

Advance Search

Insured Tasks Admin Tools

View

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-  Deficiencies
-  Coverages
-  Requirements
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- Video Tutorials

Name:	DTG Operations, Inc. 
Account Number:	DX00000720
Address:	
Status:	Inactive

Insured ▲

Business Unit(s)

Print Insured Info

DBA Number

Print Compliance Report

DBA Name

Account Information

Account Number:	DX00000720
Risk Type:	Standard - General Services
Do Not Call:	Address Updated:

Address Information

Mailing Address	Physical Address
Insured:	DTG Operations, Inc.
Address 1:	
Address 2:	
City:	
State:	
Zip:	
Country:	

Contract Information

Contract Start Date:		Contract End Date:	
Contract Effective Date:		Contract Expiration Date:	
Description of Services:		Airport Ground Lease Agmt	Safety Form II:
Contact Information			
Contact Name:		Samantha Bolde	Misc:
Phone Number:		Alt Phone Number:	
Fax Number:			
E-Mail Address:		sbolde@hertz.com	
Approval Date:			
Rush:		No	
Contract on File:		No	
Certificate Received:		No	
Indemnification Agreement:		No	
Tax Id:			

This Account created by 391 on 05/14/2020.