



Pinellas County

Staff Report

File #: 25-1236A, **Version:** 1

Agenda Date: 9/18/2025

Subject:

Receipt and file report of purchasing items delegated to the County Administrator for the quarter ending June 30, 2025.

Recommended Action:

Accept the receipt and file report of purchasing items delegated to the County Administrator.

Strategic Priorities:

Smart Service Delivery

4.2 Achieve and maintain a high level of customer satisfaction.

Summary:

The Board of County Commissioners (Board) has delegated authority to the County Administrator to approve purchases and other purchasing related processes with the requirement that all approvals be submitted for receipt and file on a quarterly basis.

Background Information:

The County Administrator has delegated authority to award contracts up to \$250,000.00 in a fiscal or calendar year.

For purchases initiated from State of Florida bids or negotiated contracts, the County Administrator has delegated authority to approve in any amount.

The County Administrator has delegated authority to increase maintenance, repair and operating contracts in an amount not to exceed fifty percent (50%) of the amount previously approved by the Board subject to the same unit pricing, terms and conditions.

The County Administrator has delegated authority to extend the term of Board approved contracts above the threshold of \$250,000.00 pending all prices, terms and conditions remain the same.

The County Administrator has delegated authority to approve change orders and amendments in an amount not to exceed \$250,000 or ten percent (10%), whichever is less, and to release retainage and close out construction type contracts when the change order does not exceed \$250,000.00 or ten percent (10%) of the total award, whichever is less.

The County Administrator also has delegated authority to approve emergency purchases up to \$250,000.00. Emergency purchases in excess of \$250,000.00 are approved by the County Administrator and entered into the minutes of the Board of County Commissioners via the receipt and file report.

Lastly, the County Administrator has delegated the authority for non-purchasing items pursuant to Section 2-62 in an amount not to exceed \$25,000.00 to the Director of Administrative Services.

Fiscal Impact:

The attached list contains approvals of competitive sealed bidding, Florida State contracts, master purchase agreement increases, emergency purchases, contract extensions, and items delegated to the Administrative Services Director as per County Code 2-62, 2-164, 2-176, 2-177, 2-178, 2-180, 2-181, 2-184 and 2-185.

Staff Member Responsible:

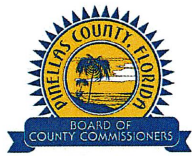
Barry A. Burton, County Administrator
Joe Lauro, Director, Administrative Services
Merry Celeste, Purchasing Director, Administrative Services

Partners:

N/A

Attachments:

List of Purchasing items approved by the County Administrator and the Director of Administrative Services for quarter ending June 30, 2025.



Pinellas County

Staff Report

File #: 25-0269D, **Version:** 1

Agenda Date: 6/30/2025

Subject:

Non-Tenant Rental Car Business Permit with Pop Up Rent a Car, LLC, dba ACE Rent a Car at St. Pete-Clearwater International Airport.

Recommended Action:

Approval and execution by the Director of Administrative Services of the Non-Tenant Rental Car Business Permit (Permit) with Pop Up Rent a Car, LLC dba ACE Rent a Car (ACE) at St. Pete-Clearwater International Airport (PIE).

- The Permit is for a five (5) year term with two (2) additional one-year options and is terminable by either party with 14 days' notice.
- ACE will pay the Airport \$50.00 per month or 10% of gross revenues, whichever is greater.
- The agreement would generate approximately \$600.00 a year in additional revenues for the Airport into Account 3622101. This amount has been included in the FY26 proposed budget.

Strategic Priorities:

Prosperity and Opportunity

3.5 Foster business growth

Smart Service Delivery

4.2 Achieve and maintain a high level of customer satisfaction

Summary:

This Permit will allow ACE the rights and privileges necessary to operate a non-tenant car rental business, inclusive of allowing their courtesy shuttle to load and unload pre-reserved passengers at the Airport.

Background/Explanation:

Since 1966, ACE has been providing great customer service and exceptional value to car rental customers. In 1986, they launched a proprietary reservation system. The ACE reservations system expanded the benefits of the ACE system to affiliates worldwide, and joined like-minded, customer service focused operators under the ACE brand. Today ACE reservations is the largest chain of independent rental operators in the world. Pop up Rent a Car, LLC is a new affiliate and is growing to new locations.

Fiscal Impact:

The Permit will provide PIE approximately \$600.00 of annual revenue to the Airport's revenue and operating budget (Fund 4001). This amount has been included in the FY26 proposed budget.

Delegated Authority:

Authority for the County Administrator to sign this Permit is granted under Code Section 2-62 (a)(5) and was delegated further to the Director of Administrative Services in accordance with the memo dated December 2, 2019.

Staff Member Responsible:

Thomas R. Jewsbury, Director, St. Pete-Clearwater International Airport

Partners:

N/A

Attachments:

Non-Tenant Rental Car Business Permit

**ST. PETE-CLEARWATER INTERNATIONAL AIRPORT
NON-TENANT RENTAL CAR BUSINESS PERMIT**

This **NON-TENANT RENTAL CAR BUSINESS PERMIT** ("PERMIT"), granted this 15 day of April, 2025, by PINELLAS COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "COUNTY", to POP UP RENT A CAR LLC, DBA ACE RENT A CAR hereinafter referred to as "PERMITTEE".

WITNESSETH:

WHEREAS, PERMITTEE has requested the privilege of operating a non-tenant rental car business at the St. Pete-Clearwater International Airport, hereinafter referred to as "Airport": and

WHEREAS, COUNTY is the owner and operator of Airport and deems the conduct of said commercial activities to be in the best interests of the public; and

WHEREAS, PERMITTEE is a non-tenant rental car business which is defined as a rental car PERMITTEE that operates its business off airport property and uses a courtesy shuttle to drop off and pick up pre-reserved customers at PIE; and

NOW, THEREFORE, COUNTY does hereby grant to PERMITTEE the following described PERMIT at Airport for Non-Tenant Rental Car Business subject to the following conditions, terms, and covenants of PERMITTEE:

1. TERM: This PERMIT, and the privileges and obligations granted and imposed herein, shall take effect on the date hereof, and shall be for a term of Five (5) years unless sooner terminated as provided herein. At the sole discretion of the COUNTY, by and through the Airport Director this PERMIT may be extended for two additional (1) year option periods. COUNTY shall notify PERMITTEE in writing no less than 90 days prior to the expiration of the initial or first option term period of COUNTY'S intent to approve the one (1) year renewal term of said option period.

2. DEFINITION: As stipulated in Board of County Commissioners' Resolution No. 93-268, the term "Off-Airport Car Rental Transporters" as used in this PERMIT and Airport Rules and Regulations shall be defined as meaning designated and signed vans, or other motor vehicles, hereinafter referred to as "courtesy shuttle vehicles."

3. PRIVILEGES:

- A. PERMITTEE is authorized to operate its courtesy shuttle vehicles on public roadways on Airport property by the most direct authorized route to pick up customers at the main air carrier terminal ("Terminal"). PERMITTEE is also authorized to use such roadways to deliver customers to Airport. Drivers of courtesy shuttle vehicles, or company personnel that may accompany them, will remain in the courtesy shuttle vehicles, except to assist customers loading or unloading baggage.
- B. PERMITTEE may market or operate a maximum of two (2) Brands of rental car service companies under this PERMIT, provided that any brand designated in this PERMIT must be 100% owned or controlled by the PERMITTEE. In the event PERMITTEE markets or operates two (2) Brands of rental car service companies under this PERMIT, PERMITTEE shall provide a separate Statement of Gross Revenues (as hereinafter defined) for each company and shall provide separate schedules of revenues and vehicle transactions for each company.
- C. PERMITTEE agrees that it will not have an office or station on the Airport.
- D. PERMITTEE, its drivers, or company personnel will not solicit business on Airport property, other than indirectly by advertising and by providing direct telephones. PERMITTEE may lease, at PERMITTEE'S sole cost and expense, advertising space from Airport's advertising and exhibit display PERMITTEE. Advertising and telephone fees and charges must be negotiated separately with Airport's advertising display PERMITTEE. Advertising fees and charges shall be remitted to Airport's advertising and exhibit display PERMITTEE and are in addition to the fees payable to COUNTY.
- E. PERMITTEE will load and unload its customers only in zones designated by COUNTY for such purposes. Customers may be picked up only in designated and signed vans, or other motor vehicles (referred to herein as courtesy shuttle vehicles). PERMITTEE shall not operate more than one courtesy shuttle vehicle within the passenger terminal area of Airport at the same time. PERMITTEE will not park its courtesy shuttle vehicles on Airport property except for loading and unloading.
- F. PERMITTEE shall operate at Airport in a safe, clean, and orderly fashion. PERMITTEE will not allow its agents, servants, or employees to engage in open or public disputes or conflicts tending to be incompatible with the best interests of the public at Airport. COUNTY shall have the right to resolve all such disputes or conflicts, and its determination thereof concerning the manner in which PERMITTEE shall thereafter operate, shall be binding upon PERMITTEE.

G. PERMITTEE shall not conduct any business activity on Airport premises other than as permitted herein, or as expressly permitted otherwise by COUNTY.

4. CONCESSION FEE:

- A. PERMITTEE agrees and covenants to pay to COUNTY for the privileges granted hereunder to use Airport facilities, a concession fee of Fifty Dollars (\$50.00) per month, or 10% of gross revenues as defined herein, whichever is greater.
- B. PERMITTEE agrees and covenants to pay all fees and other charges to the order and in the name of the St. Pete-Clearwater International Airport, and submit all reports required by this PERMIT to the attention of the Airport Executive Director's Office; St. Pete-Clearwater International Airport; 14700 Terminal Boulevard, Suite 221; Clearwater, FL 33762.
- C. PERMITTEE shall pay the foregoing amounts on, or before, the 20th day of the month following the month in which the gross revenue was earned. PERMITTEE shall furnish with said payment, a statement of gross revenues for the month. This statement shall be certified by a local manager at Airport, properly authorized by PERMITTEE to provide and certify this statement on PERMITTEE'S behalf.

5. DEFINITION OF GROSS REVENUES: "Gross Revenues" means, as determined in the reasonable discretion of the COUNTY, all monies due PERMITTEE, whether paid or unpaid, from any and all customers for the use, rental or lease of vehicles and any additional services or accessories contracted for, delivered, supplied or rented at or from the Airport regardless of where, how (cash, credit, barter or otherwise) or by whom payment is made; whether the customer is transported from the Airport to an off-Airport place of business; or where the vehicle is picked up or returned. Unless revenues are expressly and specifically excluded from Gross Revenues, all revenues derived from, arising out of or becoming payable on account of the Concession, whether directly or indirectly, shall be included in Gross Revenues. Gross Revenues shall include, but shall not be limited to:

- A. The time and/or mileage charges, after discounts taken at the time of rental, assessed by PERMITTEE to its customers;
- B. The premiums on any and all insurance sold, including personal accident insurance, personal effects and cargo insurance, life insurance and any other insurance sold in connection with a vehicle rental;

- C. Sums received from customers for Collision Damage Wavier (CDW) protection and Loss Damage Waiver (LDW) protection;
- D. Any and all add-on fees and charges including extra driver coverage, underage driver coverage and vehicle upgrade charges;
- E. Any and all fees and charges for equipment, supplies and incidental items which are made available and charged for separate from the vehicle including, but not limited to, sporting equipment, cellular telephones, GPS devices, child restraint seats, video equipment, and any other incidental items and services;
- F. All local revenue;
- G. All charges attributable to any Airport-related transaction which is exchanged at any other location of PERMITTEE;
- H. All proceeds from the long-term lease of vehicles from an Airport-related transaction;
- I. The amount charged to PERMITTEE'S customers at the commencement or the conclusion of the rental transaction for the cost of furnishing and/or replacing fuel provided by PERMITTEE;
- J. The amount charged by PERMITTEE as a pass through to its customers of concession fees; and
- K. Charges commonly referred to as "pickup or drop charges" or "intercity fees".

Gross Revenues shall not include:

- A. The amount of any sales taxes or other similar excise taxes, now or hereafter levied or imposed by a governmental agency, which are separately stated and collected from customers;
- B. Any sums received as insurance proceeds, or payments from PERMITTEE'S customers or insurers specifically for damage to vehicles or other property of PERMITTEE other than any administration fees;
- C. Sums specifically received as the result of the loss, conversion, or abandonment of PERMITTEE'S vehicles other than any administration fees;

- D. Sums specifically received from the sale of vehicles off-Airport premises or other equipment used in the operation of the Concession, the use of which PERMITTEE wishes to discontinue;
- E. Reimbursements for amounts actually paid for speeding tickets, parking tickets, red light tickets, tolls and toll violations, and impound fees from its customers to pass through without markup to an independent third party with no amount being retained by PERMITTEE. However, any amounts collected above the pass-through amount shall be included as Gross Revenue under this PERMIT.

Gross Revenues may not be reduced by promotional or other discounts not given directly to the customer at the time of rental. The retroactive adjustment by PERMITTEE of Gross Revenues designated as volume discounts or rebates, corporate discounts or rebates, or any other designation of any nature, or for any other purpose, is prohibited.

6. INTEREST ON DELINQUENT PAYMENTS: All payments required to be made to the COUNTY hereunder shall bear interest at the rate of eighteen percent (18%) per year from the date due to date of payment, if not paid within fifteen (15) days from the date due. Said interest shall be calculated on a daily basis and shall be due and payable when billed. In addition to payment of interest at said rate for any delinquency, an administrative fee of \$25.00 shall also be paid to the COUNTY for its additional accounting and recording expenses occasioned by such delinquent payments. In accordance with applicable Board of COUNTY Commissioners Resolutions or Board of COUNTY Commissioners approved Rules and Regulations, the Airport Executive Director may waive the imposition of interest and administrative fees.

7. MONTHLY REPORTS, ACCOUNTING RECORDS, & AUDIT REQUIREMENTS: PERMITTEE agrees and covenants that COUNTY, or the Airport Executive Director, or other authorized designee of COUNTY may examine any records or accounts pertaining to the commercial activity conducted hereunder and maintained by the PERMITTEE. Said examination shall be allowed at the time specified in a written request of COUNTY, the Airport Executive Director or other authorized designee of COUNTY, and shall be conducted during normal business hours of PERMITTEE. A failure to allow such examination shall constitute a material breach of this PERMIT and shall be considered a default by PERMITTEE subject to the provisions of Paragraph 12.A. herein.

- A. Monthly Reports of Gross Revenues: Within twenty (20) days after close of each month throughout the Term of this PERMIT, PERMITTEE shall submit to the Airport, in a form and detail satisfactory to the Airport, a Statement of Gross Revenues that: (1) details Gross Revenues for the prior calendar month and (2) separately identifies any exclusions from Gross Revenues. The PERMITTEE should be able to submit its Statement of Gross Revenues in an electronic format should the COUNTY request such submittal.

- B. Accounting Records: PERMITTEE shall keep, throughout the Term of this PERMIT, all books of accounts and records customarily used in this type of operation, in accordance with Generally Accepted Accounting Principles (GAAP) prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. Such books of accounts and records shall be retained and be available for three (3) years from the end of each Contract Year, including three (3) years following the expiration or termination of this PERMIT. COUNTY shall have the right to audit and examine, during normal business hours and upon prior written notice, all such books of accounts and records relating to PERMITTEE'S operations hereunder. If the books of accounts and records are kept at locations other than the Airport, PERMITTEE shall, at its sole cost and expense, arrange for them to be brought to a location convenient to the auditors for COUNTY in order for COUNTY to conduct the audits and inspections as set forth in this Article. PERMITTEE shall maintain a record of each vehicle rental PERMIT written at the Airport, including a copy of each original PERMIT signed by PERMITTEE'S customer. These records can be maintained at the PERMITTEE'S home office and in an electronic format. Accountability for the numerical sequence of contracts issued and unissued shall be maintained. Accounting records of PERMITTEE shall be stored sequentially, or in such other manner approved by the Airport, to provide reasonable and expeditious access for audit purposes hereunder. Failure to maintain books of accounts and records as required shall be deemed to be a material breach of this PERMIT. The obligations arising under this paragraph shall survive the expiration or termination of this PERMIT.
- C. Audit Requirements: Within ninety (90) days after the close of each contract year, PERMITTEE shall provide to the Airport an audit report on all Gross Revenues from operations at the Airport and from the operations of any of PERMITTEE'S subsidiaries, contractors, management companies, or related or affiliated companies involved in providing services covered by this PERMIT. The audit report shall cover the preceding Contract Year. The audit report shall be prepared by an independent Certified Public Accountant, not a regular employee of PERMITTEE, in accordance with Generally Accepted Auditing Standards prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. The audit report shall include the following:
- i. Schedule of all revenues by category and month and a schedule of the payments made to COUNTY.
 - ii. Schedule summarizing the total number of vehicle rental transactions and any sales taxes collected by month.

- iii. The total amount of Fees that have been paid to COUNTY in accordance with this PERMIT.
- iv. The audit report shall include an opinion on the schedule of all revenues by category and by month, the schedule of payments to COUNTY, and the calculation of Fees during the period. Delivery of an audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto, shall be deemed to be a material breach of this PERMIT. If the audit report indicates that the amount of Fees (together with any sales taxes thereon) due and owing for any Contract Year is greater than the amount paid by PERMITTEE to COUNTY during such Contract Year, the PERMITTEE shall pay the difference to COUNTY with the audit report. If amount of Fees actually paid by PERMITTEE to COUNTY during any Contract Year exceeds the Fees due and owing for such Contract Year, the COUNTY shall credit the overpayment in the following order: (I) against any past due amounts owed to COUNTY by PERMITTEE, including interest and late fees; (ii) against currently outstanding, but not yet due, Fees owed to COUNTY by PERMITTEE; (iii) against future Fees which will become due during the succeeding Contract Year; and (iv) against any other sums payable by PERMITTEE to COUNTY. Notwithstanding the foregoing, in the event of an overpayment by PERMITTEE during the last Contract Year, the COUNTY shall credit the overpayment against any remaining amounts owed to COUNTY, including interest and late fees, and refund to PERMITTEE any overpayment amount in excess of the credit.

D. Audit by COUNTY: Notwithstanding any provision in this PERMIT to the contrary, COUNTY or its representative(s) may at any time perform audits of all or selected operations performed by PERMITTEE under the terms of this PERMIT. In order to facilitate the audit performed by COUNTY, PERMITTEE agrees to make suitable arrangements with the COUNTY'S representative(s) any and all working papers relevant to the annual statement report performed by the Certified Public Accountant. COUNTY or its representative(s) shall make available to PERMITTEE a copy of the audit report prepared by or on behalf of COUNTY. PERMITTEE shall have thirty (30) days from receipt of the audit report from COUNTY or its representative(s) to provide a written response to the Department regarding the audit report. PERMITTEE agrees that failure of PERMITTEE to submit a written response to the audit report in accordance with these requirements shall constitute acceptance of the audit report as issued.

- E. Concession Pass-Through. The PERMITEE acknowledges that the concession fee payment by PERMITEE to the County under this PERMIT are for the PERMITEE'S privilege to use the Airport facilities and access the airport market and are not fees imposed by the County upon PERMITEE'S customers. The County does not require, but will not prohibit, a separate statement of and charge for the concession fee on customer invoices or rental agreement ("Recovery Fee"), provided that such Recovery Fee meets the following conditions:

Such Recovery Fee must be titled "Concession Recovery Fee" "Concession Recoupment Fee" or such other appropriate name.

The Recovery Fee must be shown on the customer rental agreement and invoiced with other PERMITEE charges (i.e., above the line).

The Recovery Fee as stated on the invoice and charged to the customer shall be no more than eleven and eleven-hundredths percent (11.11%) of Gross Revenues and shall be specifically included in the Definition of Gross Revenues for purposes of remittance to the County.

PERMITEE shall neither identify, treat, nor refer to the Recovery Fee as a tax, nor imply that County is requiring pass through of such fee.

PERMITEE shall comply with all applicable laws, including Federal Trade Commission requirements and any commitment to or contractual obligation by PERMITEE with any group of State Attorneys General.

8. INDEMNIFICATION: PERMITEE agrees to indemnify and hold harmless COUNTY from, and against all, loss or expense (including costs and attorney's fees), by reason of liability imposed by law upon COUNTY for damages, (including any strict or statutory liability, and any liability under Workers' Compensation laws) because of bodily injury, including death, at the time there from, sustained by any person or persons, or damage to property, including loss of use thereof, arising out of, or in consequence of, the use of the premises, whether such injuries to persons, or damage to property is due, or claimed to be due, to the negligence of PERMITEE, its agents, employees and subcontractors, COUNTY, its Board of COUNTY Commissioners, officers and employees, except only such injury or damage as shall have been occasioned by the sole negligence of COUNTY.

9. INSURANCE: PERMITEE shall, at its sole expense, maintain in full force and effect at all times during the Term of this PERMIT, the insurance limits, coverages and endorsements required herein and require any subcontractors to obtain and maintain, at all times during its performance of the PERMIT, insurance limits as it may apply to the portion of

the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.* All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Neither the requirements contained in this Article 9 nor COUNTY's review or acceptance of insurance, shall in any manner limit or qualify the liabilities and obligations assumed by PERMITTEE under this PERMIT.

Commercial General Liability. PERMITTEE shall maintain Commercial General Liability insurance with limits of liability of not less than One Million Dollars (\$1,000,000) Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/ Advertising Injury and Cross Liability. Fire Legal Liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000). Medical Payments insurance (when available) with a limit of not less than Five Thousand Dollars (\$5,000). Coverage shall be provided on a primary basis.

Business Auto Liability. PERMITTEE shall maintain Business Automobile Liability insurance with limits of liability of not less than Five Million Dollars (\$5,000,000) Each Occurrence for owned, non-owned and hired automobiles. In the event PERMITTEE has no owned automobiles, PERMITTEE shall only be required to maintain Hired & Non-Owned Auto Liability insurance. This amended coverage may be satisfied by way of endorsement to the Commercial General Liability insurance or separate Business Auto Liability insurance. Coverage shall be provided on a primary, non-contributory basis.

Workers' Compensation & Employers Liability. PERMITTEE shall maintain Workers' Compensation & Employers Liability insurance of no less than \$500,000 per occurrence and in accordance with Florida law. This coverage shall be provided on a primary basis. In the event PERMITTEE subcontracts any portion of the work or services required or permitted by this PERMIT to another party, PERMITTEE shall be responsible for ensuring the subcontractor maintains Worker's Compensation & Employers Liability insurance, or PERMITTEE shall provide coverage under its own Worker's Compensation & Employers Liability policy on behalf of the subcontractor. A waiver of subrogation in favor of the COUNTY shall be provided by the PERMITTEE and subcontractor(s) prior to beginning any work under this PERMIT. Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The COUNTY shall have the right, but not the obligation to determine that the PERMITTEE is only using employees named on such list to perform work under this PERMIT. Should employees not named be utilized by PERMITTEE, the COUNTY, at its option may stop work without penalty to the COUNTY until proof of coverage or removal of the employee by the PERMITTEE occurs, or alternatively find the PERMITTEE to be in default and take such other protective measures as necessary.

Excess or Umbrella Liability Insurance excess of the Primary coverage in the amount of Four Million Dollars (\$4,000,000) per Occurrence and Four Million Dollars (\$4,000,000) in General Aggregate required in the paragraphs above.

Additional Insured Endorsement. PERMITTEE shall endorse COUNTY as an Additional Insured on each liability insurance policy required to be maintained by PERMITTEE, except for the Worker's Compensation insurance policy. The CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be endorsed to the Commercial General Liability policy. Other policies, when required, shall provide a standard Additional Insured endorsement offered by the insurer. The Additional Insured endorsements shall provide coverage on a primary, non-contributory basis. The term "COUNTY" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of COUNTY and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County. The Additional Insured endorsement shall read "Pinellas County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Airport Executive Directors Office, 14700 Terminal Blvd., Suite 221, St. Pete-Clearwater International Airport, Clearwater, Florida 33762." The actual "Additional Insured" endorsement(s) evidencing that the conditions set forth in this paragraph have been met shall be provided to the COUNTY by the PERMITTEE prior to beginning any work under this PERMIT.

Certificate of Insurance. PERMITTEE shall provide COUNTY with a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage cancels or non-renews during the Term of this PERMIT, PERMITTEE shall furnish a new certificate of insurance evidencing replacement coverage thirty (30) days prior to the expiration of such insurance.

Waiver of Subrogation. PERMITTEE agrees by way of entering this PERMIT in writing to a Waiver of Subrogation for each required policy providing coverage during the Term of this PERMIT. When required by the insurer or should a policy condition not allow a pre-loss PERMIT to waive subrogation without an endorsement, PERMITTEE shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should PERMITTEE enter into such a PERMIT on a pre-loss basis.

Deductibles, Coinsurance, & Self-Insured Retention. PERMITTEE shall be fully and solely responsible for any deductible, coinsurance penalty or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with a policy. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY or any such future coverage, or to COUNTY's Self-Insured Retentions of whatever nature

Right to Review or Reject Insurance. COUNTY's Risk Management Department may review, modify, reject or accept any required policies of insurance, including, but not limited to, limits, coverages or endorsements, required by this Article 9 from time to time throughout the Term of this PERMIT. COUNTY may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, COUNTY shall provide PERMITTEE a written notice of rejection, and PERMITTEE shall comply within thirty (30) days of receipt of the notice. COUNTY reserves the right to review and request a copy of the PERMITTEE's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

All subcontracts between PERMITTEE and its subcontractors shall be in writing. Further, all subcontracts shall (1) require each subcontractor to be bound to PERMITTEE to the same extent PERMITTEE is bound to the COUNTY by the terms of this PERMIT, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from PERMITTEE to the COUNTY at the election of the COUNTY upon termination of the Contract; (3) provide that COUNTY will be an additional indemnified party of the subcontract; (4) provide that the COUNTY will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the COUNTY and other insurance terms and/or conditions as outlined in Article 9 of this PERMIT (6) assign all warranties directly to the COUNTY; and (7) identify the COUNTY as an intended third-party beneficiary of the subcontract. PERMITTEE shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of this PERMIT to which the subcontractor will be bound by Article 9 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with this PERMIT.

No Representation of Coverage Adequacy. PERMITTEE acknowledges the limits, coverages and endorsements required by this Article 9 are intended to minimize liability for COUNTY. PERMITTEE agrees that it will not rely upon the requirements of this Article 9 when assessing the extent or determining appropriate types or limits of insurance coverage to protect PERMITTEE against any loss exposures, whether as a result of this PERMIT or otherwise.

10. TRADE NAME: PERMITTEE may operate its business at the St. Pete-Clearwater International Airport by, through, and under its nationally known and nationally advertised affiliation or trade name, if any. Once having operated under such affiliation or trade name, then in the event PERMITTEE shall fail to continue to use and operate under said name, whether said failure be because of loss of franchise or otherwise, then same shall be deemed a default hereunder and, at the option of COUNTY, this PERMIT may be terminated as provided in Article IX. This PERMIT or PERMITTEE'S rights hereunder, shall not be assigned by PERMITTEE without written consent of COUNTY.

11. CONFORMITY WITH APPLICABLE LAW: PERMITTEE agrees and covenants to observe and promptly comply with applicable provisions of any and all Federal and State laws or Special Acts, and all COUNTY ordinances, codes or regulations; with authorizations or restrictions of the Public Service Commission applicable to PERMITTEE; and with all applicable Airport Rules and Regulations and orders of the Airport Executive Director issued pursuant thereto.

12. TERMINATION OF PERMIT:

- A. Default: Upon failure of PERMITTEE to fully perform any covenant or obligation or to comply with any condition of this PERMIT, the COUNTY may notify PERMITTEE thereof, in writing, and declare PERMITTEE in default hereunder. PERMITTEE shall have ten (10) calendar days after receipt of said notice within which the declared default may be cured without prejudice to the privileges of PERMITTEE hereunder; Provided, however, that a failure to pay the PERMIT Fees as required in Paragraph 4.A., B., & C. hereinabove shall constitute a material breach of this PERMIT and shall not require any such notice, or any demand or request. Failure of PERMITTEE to cure the default within said period, or pay PERMIT Fees as required in Paragraph 4 herein above, shall constitute grounds for suspension or revocation of operating privileges by written order of the Airport Executive Director on such terms as he may set forth therein.
- B. Termination by Parties: The COUNTY may terminate this PERMIT and the privileges granted hereunder for whatever reasons it deems advisable and in the best interests of the public, and the PERMITTEE may relinquish all its privileges and disown all its obligations hereunder, except PERMITTEE'S obligations as set forth in the terms of this PERMIT, by providing written notification by CERTIFIED U. S. MAIL of such termination or relinquishment at least fourteen (14) days prior to the effective date thereof. The Parties agree that any termination or relinquishment may be exercised pursuant to this Paragraph 12 by either party for its own convenience and such exercise shall not, in and of itself, give rise to any liability or claim for loss or damages of any kind.

13. ASSIGNMENT PROHIBITED: PERMITTEE shall not assign this PERMIT or any portion thereof without the prior written consent of COUNTY. A consent to or acquiescence in one assignment by COUNTY shall not be deemed a consent to or acquiescence in any subsequent assignment. Any assignment without such prior written consent shall constitute a material breach of this PERMIT and shall be considered a default by PERMITTEE subject to the provisions of Paragraph 12 herein.

14. FISCAL FUNDING: In the event funds are not appropriated by or on behalf of COUNTY in any succeeding fiscal year for purposes described herein, thus preventing COUNTY from performing its contractual duties, then (1) this PERMIT shall be deemed to terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty or expense to COUNTY, or (2) PERMITTEE agrees to waive the requirement that COUNTY perform such contractual duties until such time as sufficient funding is budgeted and appropriated in succeeding fiscal years.

15. REPORTS AND NOTICES:

- A. PERMITTEE shall submit all reports required by this PERMIT to the Airport Executive Director's Office; St. Pete-Clearwater International Airport; 14700 Terminal Boulevard, Suite 221; Clearwater, FL 33762.
- B. All other notices required by this PERMIT shall be sent by certified mail to the parties as follows:

To Airport:

Airport Executive Director's Office
St. Pete-Clearwater International Airport
14700 Terminal Boulevard, Suite 221
Clearwater, FL 33762
727-453-7800

To PERMITTEE:

Pop Up Rent a Car, LLC, dba ACE Rent A Car
Attn: Stephan Augustus
1601-1 North Main Street
Unit #3159
Jacksonville, FL 32206
info.popuprentacar@gmail.com
727-744-3304

Or to such other addresses as the parties may designate in writing.

16. GOVERNING LAW: The Laws of the State of Florida shall govern this PERMIT. Venue shall be in Pinellas County, Florida.

17. AUTHORITY: The undersigned employee(s) of the PERMITTEE hereby attests that said employee(s) has the authority to enter into this PERMIT on behalf of PERMITTEE. The undersigned executes this PERMIT in compliance with all known State Statutes and Regulations.

IN WITNESS WHEREOF, the COUNTY has caused this PERMIT to be issued, and PERMITTEE, by and through its authorized officers, has accepted and shall meet and fully discharge the conditions, terms, and covenants set forth hereinabove, all on the day and year first above written.

PINELLAS COUNTY, FLORIDA

APPROVED AS TO FORM
By: Cody J. Ward
Office of the County Attorney

Joe Lauro
By: Joe Lauro
Joe Lauro, Director, Administrative Services

Digitally signed by Joe Lauro
Date: 2025.04.15 12:20:29
-04'00'

APPROVED AS TO CONTENT:

By: Thomas R. Jewsbury
Thomas R. Jewsbury, Airport Director

PERMITTEE:

By: Stephan Augustus

Print Name: Stephan Augustus

Title: Manager