

Pinellas County

Staff Report

File #: 20-1024D, **Version:** 1

Agenda Date: 12/31/2021

Subject:

Second Amendment to the agreement with the vendors listed below for rental car concession services at the St. Pete-Clearwater International Airport.

Recommended Action:

Approval and execution by the County Administrator of the Second Amendment to the Agreement for rental car concession services at the St. Pete-Clearwater International Airport (Airport) with:

1. Avis Budget Car Rental, LLC d/b/a Avis and Budget
2. Enterprise Leasing Company of Florida, LLC d/b/a Alamo Rent A Car & National Car Rental
3. Enterprise Leasing Company of Florida, LLC d/b/a Enterprise Rent A Car

- This contract is for the continued operation of car rental concessions at the Airport.
- The Second Amendment is for the final extension to the contract with each of the three firms listed above for a twelve-month term extension per the terms and conditions of the original contract.
- Estimated annual revenue for the Second Amendment is \$2,500,000.00.
- The fourth vendor, Hertz Corporation d/b/a Hertz, is in bankruptcy court proceedings and will participate in the term extension once bankruptcy issues are resolved.
- The Board of County Commissioners awarded this contract September 14, 2016. The First Amendment was approved by the County Administrator on August 28, 2019.

Contract No. 156-0383-B(SCB) for estimated annual revenue in the amount of \$2,500,00.00 through September 30, 2021.

Strategic Plan:

Deliver First Class Services to the Public and Our Customers

5.4 Strive to exceed customer expectations

Summary:

The Second Amendment exercises the final term extension for each vendor as noted above. The contract provided two (2) twelve-month term extensions with the minimum annual guarantee at the contract's highest year revenue rate. In addition, revenue is realized for rental of Airport counters and parking spaces.

Background/Explanation:

This agreement was originally approved by the Board of County Commissioners on September 14, 2016 for thirty-six months with revenue not to exceed \$8,160,821.00. The First Amendment was

approved by the County Administrator on August 28, 2019 for the first twelve-month term extension with revenue not to exceed 2,895,743.04.

This contract provides for the operation of four rental car concessionaires at the Airport. Hertz Corporation, dba Hertz is currently involved in bankruptcy court proceedings and is scheduled to be in court on September 24, 2020. Following bankruptcy court proceedings, Hertz will be able to exercise the final term extension. The Second Amendment for Hertz will be submitted for approval after September 24, 2020.

Fiscal Impact:

Estimated second amendment annual revenue: \$2,500,000.00

Revenue will be deposited into the Airport's Concession Income Car Rental Account.

Delegated Authority:

Authority for the County Administrator to approve and execute this Second Amendment is granted under Code Section 2-62 (a)(2).

Staff Member Responsible:

Tom Jewsbury, Director, St. Pete-Clearwater International Airport

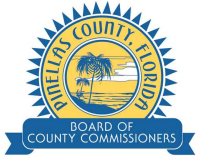
Merry Celeste, Division Director, Purchasing and Risk Management, Administrative Services

Partners:

N/A

Attachments:

Second Amendment: Avis and Budget, Alamo Rent A Car & National Car Rental, Enterprise Rent A Car



Pinellas County

Staff Report

File #: 21-2623A, **Version:** 1

Agenda Date: 2/22/2022

Subject:

Receipt and file report of purchasing items delegated to the County Administrator for the quarter ending December 31, 2021.

Recommended Action:

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

Strategic Plan:

Deliver First Class Services to the public and Our Customers.

5.3 Ensure effective and efficient delivery of county services and support.

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, Division Director, Purchasing & Risk, Administrative Services

Partners:

N/A

Attachments:

List of Purchasing and Risk Management items approved by the County Administrator and the Director of Administrative Services for quarter ending December 31, 2021.

SECOND AMENDMENT

This Amendment made and entered into this 18 day of September, 2020, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Enterprise Leasing Company of Florida, LLC dba Alamo Rent A Car and National Car Rental, hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on October 1, 2016, pursuant to Pinellas County Contract No. 156-0383-B (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Rental Car Concession Services at the St. Pete-Clearwater International Airport for County; and

WHEREAS, Section 3 (.02) of the Agreement permits term extensions by mutual written agreement of the parties; and

WHEREAS, the County and the Contractor now wish to modify the Agreement in order to provide for the last term extension of Rental Car Concession Services at the St. Pete-Clearwater International Airport, at the same pricing, terms, and conditions;

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

1. The term of the Agreement is hereby extended, beginning October 1, 2020 through September 30, 2021
2. Except as changed or modified herein, all provisions and conditions of the original Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Amendment represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Amendment; (ii) each person executing this Amendment on behalf of the Party is authorized to do so; (iii) this Amendment constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the Parties herein have executed this Second Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator



Barry A. Burton, County Administrator

CONTRACTOR:

Enterprise Leasing Company of Florida, LLC

dba Alamo Rent A Car and National Car Rental



Authorized Signature



Printed Authorized Signature



Title Authorized Signature

APPROVED AS TO FORM

By:



Office of the County Attorney

SECOND AMENDMENT

This Amendment made and entered into this 18 day of September, 2020, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Avis Budget Car Rental, LLC dba Avis and Budget, hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on October 1, 2016, pursuant to Pinellas County Contract No. 156-0383-B (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Rental Car Concession Services at the St. Pete-Clearwater International Airport for County; and

WHEREAS, Section 3 (.02) of the Agreement permits term extensions by mutual written agreement of the parties; and

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IN WITNESS WHEREOF the Parties herein have executed this Second Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator



Barry A. Burton, County Administrator

APPROVED AS TO FORM

By:



Office of the County Attorney

CONTRACTOR:

Avis Budget Car Rental, LLC dba Avis and

Budget

 9/8/20

Authorized Signature



Printed Authorized Signature



Title Authorized Signature

SECOND AMENDMENT

This Amendment made and entered into this 18 day of September, 2020, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Enterprise Leasing Company of Florida, LLC dba Enterprise Rent A Car, hereinafter referred to as "Contractor," (individually referred to as "Party", collectively "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor entered into an agreement on October 1, 2016, pursuant to Pinellas County Contract No. 156-0383-B (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Rental Car Concession Services at the St. Pete-Clearwater International Airport for County; and

WHEREAS, Section 3 (.02) of the Agreement permits term extensions by mutual written agreement of the parties; and

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IN WITNESS WHEREOF the Parties herein have executed this Second Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator



Barry A. Burton, County Administrator

CONTRACTOR:

Enterprise Leasing Company of Florida, LLC

dba Enterprise Rent A Car



Authorized Signature



Printed Authorized Signature



Title Authorized Signature

APPROVED AS TO FORM

By:



Office of the County Attorney