

Pinellas County

Staff Report

File #: 21-1404D, **Version:** 1

Agenda Date: 3/31/2022

Subject:

Temporary Airport Access Permit with Avis Budget Car Rental, LLC for Rental Car Vehicle Service Area at St. Pete-Clearwater International Airport.

Recommended Action:

Approval and execution by the Director of Administrative Services of the Temporary Airport Access Permit (Permit) with Avis Budget Car Rental, LLC d/b/a Avis and Budget (Avis Budget) for operations of a rental car vehicle service area at St. Pete-Clearwater International Airport (PIE).

- The Permit term is for three (3) years with one (1) additional three (3) year option.
- The Permit is terminable with 30-days' notice by either party.
- Avis Budget will pay \$18,487.06 per year plus applicable taxes.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.5 Provide safe and effective transportation systems to support the efficient flow of motorists, commerce, and regional connectivity

Deliver First Class Services to the Public and Our Customers

5.4 Strive to exceed customer expectations

Summary:

This Permit will allow Avis Budget to utilize the subject parcel containing approximately one (1) acre for the purpose of vehicle storage, cleaning, and preparing vehicles for rental.

Background/Explanation:

The land is located across Roosevelt Boulevard on 144th Avenue North. This Permit is for three (3) years.

This Permit can be terminated by either party with 30-days' notice.

Fiscal Impact:

This Permit will provide PIE approximately \$18,487.06 of annual revenue to the Airport's revenue and operating budget (Fund 4001).

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:

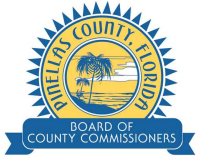
Thomas R. Jewsbury, Director, St. Pete-Clearwater International Airport

Partners:

N/A

Attachments:

Airport Access Permit



Pinellas County

Staff Report

File #: 22-0601A, **Version:** 1

Agenda Date: 4/26/2022

Subject:

Receipt and file report of purchasing items delegated to the County Administrator for the quarter ending March 31, 2022.

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 March 31, 2022.

**ST. PETE-CLEARWATER INTERNATIONAL AIRPORT
AIRPORT TEMPORARY ACCESS PERMIT
RENTAL CAR VEHICLE SERVICE AREA**

THIS AIRPORT ACCESS PERMIT, hereinafter referred to as “TEMPORARY PERMIT,” is issued this 15 day of January ²⁰²²~~2021~~ by **PINELLAS COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “COUNTY,” to **AVIS BUDGET CAR RENTAL, LLC D/B/A AVIS AND BUDGET**, hereinafter referred to as “PERMITTEE.”

WHEREAS, the St. Pete-Clearwater International Airport (Airport) in Pinellas County, Florida is owned and operated by COUNTY and has the power to operate the Airport and to grant Airport related rights and privileges; and

WHEREAS, PERMITTEE is a current on-airport rental car concessionaire and desires the use of this parcel for the sole purpose of parking vehicles, cleaning, and servicing cars for their airport customers; and

WHEREAS, COUNTY does hereby grant PERMITTEE a TEMPORARY PERMIT to enter upon County property as specifically identified herein for PERMITTEE’s temporary use on a fee basis; and

NOW THEREFORE, in consideration of the above and mutual promises contained herein, COUNTY agrees to issue this TEMPORARY PERMIT to the PERMITTEE subject to the following:

1. **PREMISES:** COUNTY hereby grants permission to PERMITTEE to enter and use an Airport rental car service area (Tract #1) consisting of approximately one (1) acre for car servicing by PERMITTEE of its own rental vehicles and for no other purpose, and as further described in Exhibit “A” (hereinafter referred to as the “Premises”).
2. **TERM & TERMINATION:** This TEMPORARY PERMIT, and the privileges and obligations granted and imposed herein, shall commence on October 1, 2021 and

continue for thirty-six (36) months, unless earlier terminated as set forth herein. This TEMPORARY PERMIT may be terminated, at any time and for any reason by either party giving at least thirty (30) days prior written notice to the other.

3. **PERMIT FEE:** PERMITTEE shall pay \$1,540.59 per month (\$18,487.08 per annum) plus Florida State sales tax ("Permit Fee"). The Permit Fee shall be due and payable on the first day of each month without notice, demand, or request from COUNTY.

PERMITTEE agrees and covenants to pay the Permit Fee to the order and in the name of St. Pete-Clearwater International Airport, at the office of the Airport Director; 14700 Terminal Boulevard; Suite 221; Clearwater, Florida 33762.

All payments to be made to 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 twenty-five (25) 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 COUNTY for its additional accounting and recording expenses occasioned by such delinquent payments. In accordance with applicable Pinellas County Board of County Commissioners Resolutions or Pinellas County Board of County Commissioners approved Rules and Regulations, the Airport Director may waive the imposition of interest and administrative fees.

4. **USE:** COUNTY grants permission to PERMITTEE and their employees to enter upon the Premises. PERMITTEE will have access to the Premises at all times for the sole purpose of servicing their own rental vehicles and for no other purpose. Any other use of said Premises is a violation of this TEMPORARY PERMIT and will result in its automatic termination.
5. **ASSIGNMENT:** This TEMPORARY PERMIT shall not be assigned to any third party without prior written consent of the COUNTY, to be issued in its sole discretion.

6. **IMPROVEMENTS, REPAIRS & MAINTENANCE:** PERMITTEE shall be solely responsible for the cost of any and all improvements, repairs, and maintenance of any existing property improvements and/or fixtures. The Premises shall be maintained by PERMITTEE in good order and repair, including but not limited to the 6' chain link fencing; paved parking areas; building structures. Wheeled, elevated "trailers" or "mobile homes" are not allowed on the Premises.

7. **AIRPORT PROTECTION:** It shall be a condition of this TEMPORARY PERMIT, that the COUNTY reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in said airspace, and for the use of said airspace for landing on, taking off from, or operating on the Airport.

PERMITTEE expressly agrees for itself, its successors and assigns, to restrict the height of any structure, objects of natural growth, and other obstructions on the Premises to a height so as to comply with Federal Aviation Regulations, Part 77.

PERMITTEE expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with, or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

8. **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 Director issued pursuant thereto.

9. **DAMAGE TO PREMISES:** PERMITTEE agrees and covenants to correct and repair, or pay to COUNTY the cost of correction and repair of, any and all damage to Airport property, including the Premises, caused by PERMITTEE, its officers, employees, servants, agents, customers, invitees, contractors or sub-contractors, upon written notification by COUNTY of such damage, or upon written notification by COUNTY of the reasonable charges for any labor, material, engineering services, or other cost occasioned thereby, notwithstanding that such written notification may be made after this TEMPORARY PERMIT terminates, or such damage occurs thereafter.
10. **INDEMNIFICATION:** PERMITTEE shall indemnify and hold harmless COUNTY and its officers and employees from and against any and all loss, cost (including attorney's fees and court costs), damages, expense, awards, verdicts, judgments, and liability (including any strict or statutory liability and any liability under Workers' Compensation laws) arising out of, or in connection with, claims for expenses and damages as a result of injury or death of any person, or as a result of property damage to any property, which claims arise out of the use, act, operations, or neglect on or about the Airport premises by PERMITTEE, and its officers, employees, servants, agents, customers, invitees, contractors, or sub-contractors.
11. **INSURANCE:** The PERMITTEE shall, at its sole expense, maintain in full force and effect at all times during the Term of this TEMPORARY 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 TEMPORARY 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 nor COUNTY'S review nor acceptance of insurance shall in any manner limit or qualify the liabilities and obligations assumed by PERMITTEE under this TEMPORARY PERMIT.

- 1) 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.
- 2) Business Auto Liability. PERMITTEE shall maintain Business Automobile insurance with limits of liability of not less than One Million Dollars (\$1,000,000) 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.
- 3) 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 TEMPORARY PERMIT to another party, PERMITTEE shall be responsible for ensuring the subcontractor maintains Workers' Compensation and Employers Liability policy on behalf of the subcontractor. A waiver or subrogation in favor of the COUNTY shall be provided by the PERMITTEE and subcontractor(s) prior to beginning any work under this TEMPORARY 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 TEMPORARY 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.

- 4) 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 Sections 1), 2), and 3) above.
- 5) 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, Department 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 Director's Office, 14700 Terminal Blvd., Suite 221, St. Petersburg-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 TEMPORARY PERMIT.

- 6) 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 TEMPORARY PERMIT, PERMITTEE shall furnish a new certificate of insurance evidencing replacement coverage thirty (30) days prior to the expiration of such insurance.
- 7) Waiver of Subrogation. PERMITTEE agrees by way of entering this TEMPORARY PERMIT in writing to a Waiver of Subrogation for each required policy providing coverage during the term of this TEMPORARY PERMIT. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, PERMITTEE shall notify its insurer and request the policy be endorsed with a Waiver of Transfer Rights or 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 an Agreement that on a pre-loss basis.
- 8) Deductibles, Coinsurance, and Self-Insured Retention. PERMITTEE shall be dully 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.
- 9) Right to Review or Reject Insurance. COUNTY's Risk Management Department may review, modify, reject or accept any required policy of insurance, including, but not limited to, coverages, limits or endorsements, required by this Article from time to time throughout the term of this TEMPORARY 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 TEMPORARY 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 the COUNTY will be an additional indemnified part 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 this section of the TEMPORARY 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 TEMPORARY PERMIT to which the subcontractor will be bound by this section and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with this TEMPORARY PERMIT.

- 10) No Representation of Coverage Adequacy. PERMITTEE acknowledges the limits, coverages and endorsements required by this section are intended to minimize liability for COUNTY. PERMITTEE agrees that it will not rely upon the requirements of this section 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 TEMPORARY PERMIT or otherwise.

12. **NONDISCRIMINATION:** PERMITTEE for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; (3) that the PERMITTEE shall use the Premises in compliance with all other requirements imposed by, or pursuant to Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

13. **NOTICES:** To be sent to the COUNTY at the following addresses:

St. Pete-Clearwater International Airport
Attn: Airport Director
14700 Terminal Boulevard, Suite 221
Clearwater, FL 33762

and notices to the PERMITTEE should be sent to the following address:

Avis Budget Rental Car, LLC dba Avis & Budget
Attn: David Stark, Regional Director
1855 Griffin Road
Suite A-470
Dania, Florida 33004
Phone: (954) 924-1284

14. **GOVERNING LAW & VENUE:** This TEMPORARY PERMIT shall be construed according to the laws of the State of Florida, and venue for any action brought pursuant to this TEMPORARY PERMIT shall be in Pinellas County, Florida.

PINELLAS COUNTY, FLORIDA

By: Joe Lauro Dir Admin Svs
Joe Lauro, Director, Administrative Services

APPROVED AS TO CONTENT:

AIRPORT DIRECTOR

By: [Signature]
Thomas R. Jewsbury
Airport Director

APPROVED AS TO FORM

By: Michael A. Zas
Office of the County Attorney

PERMITTEE:

AVIS BUDGET CAR RENTAL, LLC

D/B/A AVIS AND BUDGET

By: _____
Printed Name: _____
Title: _____

DocuSigned by:
Anne Morriso
0BB9F7A472F145A
Anne Morriso

Vice Presic

Exhibit A

RENTAL CAR SERVICE AREA

