

AMENDMENT NUMBER 2

RENTAL CAR CONCESSION AGREEMENT

AND

REAL PROPERTY LEASE

BETWEEN

(Insert Company Name)

AND

CITY OF PENSACOLA, FLORIDA

PENSACOLA INTERNATIONAL AIRPORT

AMENDMENT NUMBER 2
RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE

THIS AMENDMENT NO. 2 TO RENTAL CAR CONCESSION AGREEMENT AND REAL PROPERTY LEASE (hereinafter referred to as this "Amendment No. 2") is made and entered into this ____ day of _____, 20__ by and between the **CITY OF PENSACOLA**, a municipal corporation of the State of Florida with the address of 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as "City") and (Insert Company Name), a (Insert State of Incorporation) corporation authorized to do business in the State of Florida (hereinafter referred to as "Concessionaire"). (Each at times referred to as a "party" or collectively as "parties").

WITNESSETH:

WHEREAS, City and Concessionaire have entered into a certain Rental Car Concession Agreement and Real Property Lease dated November 24, 2009, as amended by that certain Amendment No. 1 dated _____, 2014 (hereinafter collectively referred to as the "Agreement");

WHEREAS, the Agreement expires July 31, 2019, and the City has determined that it is in the best interest of the Airport to update the Service Facilities Ground Rent and extend the term of the Agreement; and

WHEREAS, the Concessionaire has determined that it wishes to extend the term of the Agreement for an additional five years; and

WHEREAS, parties hereby agree to the terms and condition added to the Agreement by this Amendment No. 2;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed that the Agreement shall be amended as follows:

1. EXTEND TERM THROUGH JULY 31, 2024

In Article 2 "Term", the section titled "Duration" is hereby deleted in its entirety and the following inserted in lieu thereof:

"Duration

The Term of this Agreement shall commence at midnight (12:00 a.m.) on August 1, 2019 (the commencement date) and shall terminate at 11:59 p.m. on July 31, 2024, subject to earlier termination pursuant to the terms and conditions of this Agreement."

2. REVISED: ARTICLE 6 RENTALS, FEES, AND CHARGES AND REQUIRED REPORTS

In Article 6 “Rentals, Fees, and Charges and Required Reports”, the section titled “Service Facility Ground Rent” is hereby deleted in its entirety and the following inserted in lieu thereof:

“Service Facility Ground Rent

Effective August 1, 2019 and continuing to the end of the term of this Agreement, for the Service Facilities shown on Exhibit A-3 the annual Ground Rent is \$233,000 per year. The \$233,000 is the prior period's Ground Rent of \$215,000 increased by the change in the Consumer Price Index from FY 2014 to FY 2019. Effective August 1, 2019, the Ground Rent for each Service Facility is as follows:

<u>Facility</u>	<u>Acres</u>	<u>Annual Ground Rent</u>
Service Facility No. 1	3.08	\$60,000
Service Facility No. 2	2.12	41,000
Service Facility No. 3	3.10	60,000
Service Facility No. 4	2.11	41,000
Service Facility No. 5	1.60	31,000
Total	12.01	\$233,000

The Service Facility Ground Rent is payable to the City monthly in advance and without demand on the first day of each calendar month.”

3. REVISED: ARTICLE 6 RENTALS, FEES, AND CHARGES AND REQUIRED REPORTS

In Article 6 “Rentals, Fees, and Charges and Required Reports”, the first paragraph of the section titled “Privilege Fee” is hereby deleted in its entirety and the following inserted in lieu thereof:

“In addition to the other fees, rents, and charges described in this Agreement, the Concessionaire shall pay to the City, without deduction or set-off, for the privilege of operating its rental car concession from the Airport, the Minimum Annual Guarantee or ten percent (10%) of the Concessionaire's month Gross Revenue for each brand, whichever is greater, for each month during of the Term hereof.”

4. ARTICLE 15 GENERAL PROVISIONS

Article 15 “General Provisions” is hereby amended to add the following clause:

Public Records Laws

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida

Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

5. RENTAL CAR SERVICE FACILITIES RENEWALS AND REPLACEMENTS

At such time as this Amendment No. 2 is fully executed by the City and all rental car concessionaires have executed similar amendments to their respective agreements with the City, the City shall undertake the renewal and replacement of certain equipment and improvements in the Rental Car Service Facilities. Using the proceeds of the Airport's Customer Facility Charge (CFC) to fund renewals and replacements, the City will:

- Replace the carwash units located at Sites 1-4.
- Replace the vacuum units located at Sites 1-4.
- Replace the lights and poles throughout the Service Facilities area.
- Install a card reader at Service Site 5.
- Perform general pavement repair in the Service Facilities area.

The following table shows the allowances established for the renewals and replacements to be undertaken by the City and paid for with CFC proceeds.

FY 2019 Renewal and Replacement Program				
Rental Car Service Facilities				
Pensacola International Airport				
Item	Location	Equipment	Installation and Contingencies	Total
Renewal and Replacement Allowances				
Replace Carwash	Sites 1-4	\$ 400,000	\$ 200,000	\$ 600,000
Replace Vacuum	Sites 1-4	180,000	90,000	270,000
Lights and Poles	Sites 1-5	177,000	89,000	266,000
Card Reader	Site #5 Gate	6,000	4,000	10,000
Pavement Repair Allowance	All	-	-	400,000
Total		\$ 763,000	\$ 383,000	\$ 1,546,000

If the actual cost of renewal and replacements is more or less than the amount shown above, the actual cost will be paid by CFC proceeds.

* * * * *

Except as amended above, all other terms and conditions of the Agreement not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to the Rental Car Concession Agreement and Real Property Lease as of the day and year first above written.

Attest: The City of Pensacola, Florida

Ericka Burnett, City Clerk

By: _____
Grover C. Robinson, IV, Mayor

Witness: (Insert Company Name)

By: _____

Name

Title: _____

Name

Approved As To Content:

Legal in Form and Valid as: Drawn:

Airport Director

City Attorney