



City of Pembroke Pines

**SECOND RENEWAL OF THE AGREEMENT WITH
CITY OF PEMBROKE PINES AND
BUDGET RENT-A-CAR, INC.**

THE SECOND **AMENDMENT** made and entered into on this 18 day of April, 2013, by and **between:**

THE **CITY OF PEMBROKE PINES**, a municipal corporation of the **State** of Florida with a **business address** of **10100 Pines Boulevard, Pembroke Pines, Florida 33026** hereinafter **referred** to as "**CITY**",

and

BUDGET RENT-A-CAR, INC., a company authorized to do business in the **State** of Florida, with a **business address** of **7944 Pines Boulevard, Pembroke Pines, FL 33024**, hereinafter **referred** to as "**CONTRACTOR**".

WHEREAS, on May **27, 2009**, the **CITY** and **CONTRACTOR** entered into the original agreement awarded by the City Commission for Bid No. **PD-08-08** to provide rental vehicles for the Police Department to **CONTRACTOR** as the most responsive, responsible bidder, and,

WHEREAS, the bid specifications **authorized** the option to renew the Agreement for an additional two (2) year **terms** upon mutual consent of the parties upon the same terms and **conditions** of the original bid; and,

WHEREAS, on May 27, 2011 the **contract was renewed** for two (2) additional **years**, which expires May, 26, 2013,

WHEREAS, to date the **Parties** have **been** satisfied with the performance and execution of the Agreement, and,

WHEREAS, the Parties specifically seek to execute the second two (2) year renewal period.

WITNESSETH

NOW, THEREFORE, **for** and in consideration of the **sum** of the mutual **covenants** and other good and **valuable considerations**, the receipt of which **are hereby acknowledge**, the parties hereto **agree as follows:**

Section 1. That the recitations set forth above in the "WHEREAS" clauses of this agreement are true **and correct** and **incorporated** herein by this reference.

Section 2. The **Original Agreement** is **hereby** renewed for the second two (2) year period commencing on May 27, 2013 and **terminating** on May 26, 2015.



Section 3. That the Original Agreement for car rental services executed by the parties shall remain in full force and effect except as specifically amended herein.

Section 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment and the Original Agreement, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

Section 5. Each Exhibit referred to in the Original Agreement, as amended herein, forms an essential part of this Agreement. The exhibits to the Original Agreement, if not physically attached hereto, should be treated as part of this Agreement and are incorporated herein by reference.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY

JAN
AG Rogers 5/30/13
JUDITH A. NEUGENT,
CITY CLERK

BY: for M legend
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM.

[Signature]
OFFICE OF THE CITY ATTORNEY

CONTRACTOR

Budget Rent-A-Car, Inc.

Witnesses:

[Signature]

Francisco Merayo
Print Name

[Signature]

RICARDO L. ARBASUO
Print Name

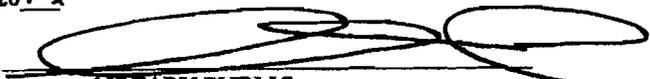
BY: [Signature]
Print Name: S. H. Kufner
Title: operator



STATE OF Florida)
) ss:
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Scott Kupferman as AGENT of Budget Rent-a-Car, Jnr, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of Budget **Rent-a-Car, Inc.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 18 day of April, 2013


NOTARY PUBLIC
 **LUIS A. DEL VALLE**
MY COMMISSION # EE 138713
EXPIRES: February 17, 2016
Provided The Budget Notary Services
(Name of Notary Typed, Printed)



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer right to certificate holder in lieu of such endorsement(s).

PRODUCER
AON RISK SERVICES CENTRAL, INC.
FKA AON RISK SERVICES, INC. OF MINNESOTA
5600 WEST 83RD STREET, 8200 TOWER, SUITE 1100
MINNEAPOLIS, MN 55437-1027

CONTACT NAME:
PHONE (AC. NO EXT) (866) 283-7122 **Fax** (A/c. No.): (847) 953-5390
E-MAIL ADDRESS:
Producer Customer ID: # 570000029827

INSURED
AVIS BUDGET GROUP, INC.; AVIS BUDGET CAR RENTAL LLC, ITS
SUBSIDIARIES INCLUDING AVIS RENT A CAR SYSTEM, LLC, BUDGET
RENT A CAR SYSTEM, INC. (AH) BUDGET TRUCK RENTAL, LLC.
6 SYLVAN WAY
PARSIPPANY, NJ 07054

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: CONTINENTAL CASUALTY COMPANY	20443
INSURER B: PV HOLDING CORP. I BUDGET TRUCK RENTAL LLC.	90029
INSURER C: AMERICAN CASUALTY COMPANY OF READING, PA	20427
INSURER D: TRANSPORTATION INSURANCE COMPANY	20494
INSURER E: ACE PROPERTY & CASUALTY INSURANCE COMPANY	20899
INSURER F:	24147

COVERAGES **CERTIFICATE NUMBER: 5121** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAD CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	TYPE OF INSURANCE	ADSL INSR	GRN TRD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> Loc			GL001603190	7/1/2012	7/1/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000		
		A		BUA001700830	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000		
							BODILY INJURY (Per person)		
		B		SELF INSURED	7/1/2012	7/1/2013	BODILY INJURY (Per accident)		
							PROPERTY DAMAGE (Per accident)		
		E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION			XOOG27043082	7/1/2012	7/1/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
				C	Y/N	NA	WC4014108301 - DED.	7/1/2012	7/1/2013
D									
							OTHER Each Occurrence / Aggregate		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
See Attached

CERTIFICATE HOLDER	CANCELLATION
EVIDENCE OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
C/O PROPERTY / AIRPORT MANAGER	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

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Certificate Holder:

EVIDENCE OF INSURANCE

Cert Number:

5121

RE: EVIDENCE OF INSURANCE THIS CERTIFICATE OF INSURANCE (COI) RELATES TO A POLICY (POLICIES) ISSUED TO THE NAMED INSURED AND IS INTENDED TO DEMONSTRATE COVERAGE AS PROVIDED SOLELY TO THE NAMED INSURED AND IS FOR INFORMATIONAL PURPOSES ONLY. THE CERTIFICATE HOLDER LISTED ON THIS COI MAY BE INCLUDED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES) ONLY TO THE LIMIT THAT SUCH CERTIFICATE HOLDER'S INTEREST APPEARS ONLY IF SUCH INCLUSION IS REQUIRED IN WRITING SPECIFICALLY AND EXPRESSLY STATING THAT SUCH CERTIFICATE HOLDER BE NAMED AS AN ADDITIONAL INSURED UNDER SUCH POLICY (POLICIES). UMBRELLA COVERAGE MAY BE SUBJECT TO DEDUCTIBLE AND/OR SELF INSURANCE. SHOULD ANY OF THE ABOVE EVIDENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, AVIS BUDGET GROUP RISK MANAGEMENT DEPARTMENT WILL PROVIDE 30 DAYS PRIOR WRITTEN NOTICE OF SUCH CANCELLATION TO CERTIFICATE HOLDER IF REQUIRED BY WRITTEN CONTRACT.