

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 5, 2012

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Second Amendment (Amendment) to Airport Ground Transportation Concession Agreement with Southeastern Florida Transportation Group, LLC (SEFTG) (Agreement) (R2005-1774), renewing the term of the Agreement for one year through September 30, 2013, and providing for payment of concession fees equal to the greater of a per capita charge of \$0.0885 per deplaned passenger or a minimum annual guarantee (MAG) of \$266,959.

Summary: SEFTG provides on-demand ground transportation services, including taxicabs, executive sedans, limousines and shared ride services, at the Palm Beach International Airport (PBI). SEFTG is a Florida limited liability company with its principal office in Fort Lauderdale. The Agreement commenced on October 1, 2005, and expires on September 30, 2012. This Amendment extends the term of the Agreement by one additional year. SEFTG will be required to pay concession fees equal to the greater of a per capita charge of \$0.0885 per deplaned passenger or a minimum annual guarantee of \$266,959. The Amendment also updates non-discrimination provisions to ensure compliance with recent changes to 49 CFR Part 23, which regulates airport disadvantage business enterprise (ACDBE) programs. The Agreement has an annual 17% ACDBE participation goal and SEFTG reported 20.67% ACDBE participation for fiscal year 2011. **Countywide (AH)**

Background and Justification: On March 20, 2012, the Board directed the Department of Airports to prepare a request for proposals (RFP) for on-demand ground transportation services, which was issued on April 11, 2012. On April 17, 2012, the Board expressed a desire that requirements of the Vehicle for Hire Ordinance be more closely aligned with the requirements of the ground transportation concession agreement for PBIA. The Board directed staff to cancel the RFP and prepare an amendment to Agreement with SEFTG extending the term for one additional year.

Attachments:

1. Second Amendment to Airport Ground Transportation Concession Agreement (3)

JB
Recommended By: Dean Pell 5/14/12
Department Director Date

Approved By: _____
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures					
Operating Costs					
Operating Revenues		(\$266,959)			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		(\$266,959)			
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Proposed Budget? Yes X No
Budget Account No: Fund 4100 Department 120 Unit 8340 RSource 4468
Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

SEFTG will be required to pay concession fees equal to the greater of a per capita charge or minimum annual guarantee. Currently, the per capita charge is \$0.0885 per deplaned passenger and the minimum annual guarantee is \$266,959. The Agreement provides for adjustments to both the per capita charge and minimum annual guarantee.

C. Departmental Fiscal Review: CM Simms

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

N. Diaz 5/11/12
OFMB
5/10/12 5/9/12

Dr. J. Gueary 5/11/12
Contract Dev. and Control
5-18-12 B. Wheeler

B. Legal Sufficiency:

Anne Delgado 5/21/12
Assistant County Attorney

C. Other Department Review:

Department Director

SECOND AMENDMENT TO
AIRPORT GROUND TRANSPORTATION CONCESSION AGREEMENT

THIS SECOND AMENDMENT TO AIRPORT GROUND TRANSPORTATION CONCESSION AGREEMENT (this "Second Amendment"), is made and entered into this _____, by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County"), and **Southeastern Florida Transportation Group, LLC**, a Florida limited liability company (the "Concessionaire"), joined by **Peninsula Transportation Group, LLC**, a Delaware Limited Liability Company, **PTG Enterprises, LLC**, a Florida Limited Liability Company and **Jean Meathe Irrevocable Trust**, under agreement dated September 1, 2010 (collectively, the "Guarantors").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports, owns the Palm Beach International Airport (the "Airport"), located in Palm Beach County, Florida; and

WHEREAS, Palm Beach Transportation Group, LLC, submitted a response to County's public solicitation for proposals for the Airport Ground Transportation Concession Agreement at the Airport, Request for Proposals No. 05-156/LJ; and

WHEREAS, Palm Beach Transportation Group, LLC, was awarded that certain Airport Ground Transportation Concession Agreement dated September 20, 2005 (R2005-1774) ("Original Agreement"); and

WHEREAS, the Original Agreement was assigned by Palm Beach Transportation Group, LLC, to Concessionaire by that certain Consent to Assignment and Assumption of Agreement and First Amendment of Assigned Contract dated January 11, 2011 (the "Consent") (R2011-0032) (the Original Agreement and Consent shall be hereinafter collectively referred to as the "Agreement"), for the provision of on-demand ground transportation services at the Airport; and

WHEREAS, the Agreement provides that County shall have the option to renew the Agreement for one (1) additional, three (3) year term; and

WHEREAS, the parties hereto desire to renew the Agreement for one (1) additional, one (1) year term and to amend the Agreement in accordance with the terms and conditions set forth herein, without waiving County's right to extend the Agreement for two (2) additional years.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Agreement.

2. Renewal Term. The Agreement shall be renewed for one (1) additional, one (1) year period on the terms and conditions as set forth in the Agreement, as amended hereby. The renewal period shall commence on October 1, 2012, and shall terminate on September 30, 2013.

3. Article 6.01(F) of the Agreement is hereby deleted in its entirety and replaced with the following:

(F) Accommodation of Handicapped. Upon Concessionaire's receipt of a request from persons requesting transportation from the Airport in a vehicle which complies with the Americans with Disabilities Act, Concessionaire shall provide or arrange for the provision of such service in accordance with the Americans with Disabilities Act, at fares and rates which do not differ from fares and rates for non-disabled passengers, for the mode of service requested by the passenger.

4. Article 6.01 of the Agreement is hereby amended to insert the following Article 6.01(H):

(H) Credit Card Acceptance. All vehicles shall be equipped with an on-board device accepting payment by the customer's direct swipe of the credit card without "calling in" the customer's credit card information, and without additional charge or premium to the customer. At a minimum, Concessionaire shall accept for payment the following brands of credit card: Visa, MasterCard, American Express and Discover.

5. Article 20 of the Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE 20 **NON-DISCRIMINATION**

20.01 Non-Discrimination in County Contracts. Concessionaire acknowledges that County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Concessionaire is prohibited from discriminating against any employee, applicant, or client because of race, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression.

20.02 Federal Non-Discrimination Covenants.

- A. Concessionaire, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as follows:
1. In the event facilities are constructed, maintained or otherwise operated on the Assigned Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Concessionaire shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.
 2. No person, on the grounds of race, color or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in Concessionaire's personnel policies and practices or in the use or operation of Concessionaire's services or facilities.
 3. Concessionaire agrees that in the construction of any improvements on, over, or under Airport land and the furnishing of services thereon, no person, on the grounds of race, color, or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 4. Concessionaire shall use the Assigned Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended.
 5. In the event of a breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Agreement and re-enter the Assigned Premises as if this Agreement had never been made or issued. This Agreement shall not be terminated pursuant to this paragraph until the procedures of 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.

- B. Concessionaire assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded in participating in any activity conducting with or benefitting from Federal assistance.
- C. Concessionaire assures that, in performance of its obligations hereunder, it will fully comply with the requirements of 14 CFR Part 152, as now or hereafter amended, to the extent applicable to Concessionaire, to ensure that no person will be excluded from participation in any employment, contracting or leasing activities covered by such regulations on the grounds of race, creed, color, national origin or sex. Concessionaire, if required, will provide assurances to County that Concessionaire will undertake an affirmative action program or steps for equal employment opportunity and will require the same of its subcontractors.

20.03 Airport Concession Disadvantaged Business Enterprises ("ACDBE"). This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Concessionaire agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those business to similarly include the statements in further agreements.

20.04 Airport Concession Disadvantaged Business Enterprise Participation Goal.

- A. County has established a seventeen percent (17%) ACDBE participation goal for this Agreement. Accordingly, Concessionaire agrees that the ACDBE participation in this Agreement shall be at least equal to seventeen percent (17%) of Gross Revenues for each Contract Year, or Concessionaire shall clearly demonstrate to the Department its good faith efforts to do so in a manner acceptable to the Department.
- B. "Good faith efforts" are those efforts that could reasonably be expected to result in ACDBE participation. Concessionaire shall actively seek to obtain ACDBE participation in this Agreement and shall document those efforts. Efforts that are merely "pro forma" are not considered good faith efforts in meeting the ACDBE goal. In determining whether or not a Concessionaire has made such

good faith efforts, the Department will refer to the description of good faith efforts as provided in 49 CFR Parts 23 and 26. Examples of good faith efforts include making efforts to assist ACDBE firms to obtain bonding, lines of credit or insurance; assisting ACDBE firms to obtain necessary equipment, supplies, materials or related assistance or services; and negotiating in good faith with ACDBE firms.

- C. For the purpose of verifying Concessionaire's good faith efforts, Concessionaire shall keep and maintain such books of account and records as necessary to document compliance with 49 CFR Part 23, as now or hereafter amended or any successor regulation, and this Article 20.04. County and its representatives shall have the right to inspect and audit such books of account and records upon reasonable notice to Concessionaire at a location convenient for County and its representatives.
- D. Concessionaire shall provide written monthly reports on or before the 20th day of month to the Department, in a form and detail satisfactory to the Department, as to the participation of ACDBE's in this Agreement. The monthly reports shall detail ACDBE participation for each month, as well as the cumulative "to date" participation for the entire Contract Year. In the event the ACDBE participation level drops below the established ACDBE participation goal, Concessionaire shall take immediate corrective measures to ensure that the ACDBE participation is increased to the established ACDBE participation goal. Concessionaire shall document its good faith efforts to achieve the ACDBE participation goal and provide written reports to the Department documenting such good faith efforts. The Department may require the reports required hereunder to be submitted electronically.
- E. In addition to the monthly reports, Concessionaire shall submit an annual report on or before October 20th of each Contract Year, in a form and detail satisfactory to the Department, as to the ACDBE participation for the preceding Contract Year. Annual reports shall be certified by an officer of Concessionaire as being true and accurate. Annual reports shall also include a certification, in a form and detail satisfactory to the Department, from each of the ACDBE firms participating in this Agreement regarding the firm's participation during the preceding Contract Year.
- F. Any subcontract between Concessionaire and its selected ACDBE firm(s) shall provide for meaningful involvement of the ACDBE firm(s) in the activities, management, operations and revenues of the Concession. Where applicable, ACDBE firms shall have their name displayed in a similar fashion to how Concessionaire displays its name.

- G. Concessionaire shall not terminate an ACDBE firm without good cause and the Department's prior written consent. This includes, but is not limited to, instances in which the Concessionaire seeks to perform work originally designated for an ACDBE firm with its own forces or those of an affiliate, a non-ACDBE firm or with another ACDBE firm.
 - H. Before transmitting a request to terminate and/or substitute an ACDBE firm, Concessionaire must give notice in writing to the ACDBE firm, with a copy to the Department, of its intent to request to terminate and/or substitute, and the reason for the request. Concessionaire must give the ACDBE firm five (5) days to: (i) respond to the Contractor's notice; and (ii) advise the Department and Concessionaire of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Department should not approve the Concessionaire's action.
 - I. Concessionaire shall provide the Department with copies of all subcontracts and agreements with ACDBE firms providing goods or services under this Agreement upon request.
 - J. Failure to satisfy the requirements of this Article 20.04, including, but not limited to, failure to demonstrate good faith efforts to achieve the ACDBE goal or to submit any report or other information required by this Article 20.04 to the Department, shall constitute a material default of this Agreement.
- 20.05 Americans with Disabilities Act. Concessionaire shall comply with all applicable requirements of the Americans with Disabilities Act, as now or hereafter amended and any successor laws or regulations concerning the same subject matter.
6. The Agreement is hereby modified to add the following Article 21.25:
- 21.25 Scrutinized Companies. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, Concessionaire certifies that it, its affiliates, suppliers, subcontractors and consultants who perform hereunder, have not been placed on the Scrutinized Companies Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to F.S. 215.473. If County determines, using credible information available to the public, that a false certification has been submitted by Concessionaire, this Agreement may be terminated and a civil penalty equal to the greater of \$2 Million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135.

7. The Agreement is hereby modified to add the following Article 21.26:

21.26 Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Concessionaire, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

8. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

9. Paragraph Headings. The headings of the various sections of this Second Amendment are for convenience and ease of reference only; and shall not be construed to define, limit, augment or describe the scope, context or intent of this Second Amendment or the Agreement.

10. Effective Date. This Second Amendment shall become effective on October 1, 2012.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the undersigned parties have made and executed this Second Amendment on the day and year first written above.

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS

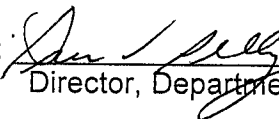
By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

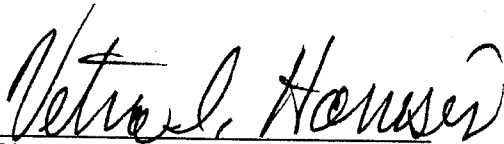
APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

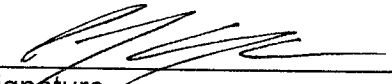
APPROVED AS TO
TERMS & CONDITIONS:

By: _____
County Attorney

By: 
Director, Department of Airports


WITNESSES:


Signature
Victor L. Harrison
Print Name


Signature
PAUL KAMARAUSKAS
Print Name

CONCESSIONAIRE:

SOUTHEASTERN FLORIDA
TRANSPORTATION GROUP, LLC

By: 
Signature
CLARK J. DAVIS
Printed Name

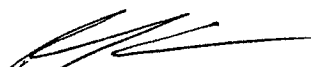
Title: C.O.O.

(SEAL)


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GUARANTORS:

WITNESSES:

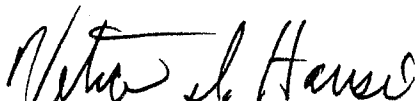
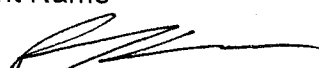

Signature
PAUL KAMAUSKAS
Print Name
Vetra I. Harrison
Signature
Vetra I. Harrison
Print Name

PENINSULA TRANSPORTATION GROUP, LLC


By: 
Signature
CLARK J. DAVIS
Printed Name
Title: C.O.O.

(SEAL)

WITNESSES:


Signature
Vetra I. Harrison
Print Name

Signature
PAUL KAMAUSKAS
Print Name

PTG ENTERPRISES, LLC

By: 
Signature
CLARK J. DAVIS
Printed Name
Title: C.O.O.

(SEAL)

(Signatures Continue on Following Page)

WITNESSES:

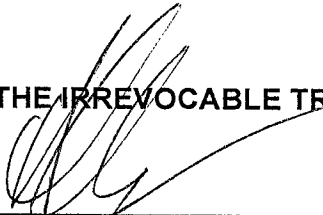
Laura B. Andoni
Signature

LAURA B. ANDONI
Print Name

Susan K. Brown
Signature

Susan K. Brown
Print Name

JEAN MEATHE IRREVOCABLE TRUST

By: 
Signature

Alan I. Shanahan
Printed Name

Title: Trustee

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, deposes and says that:

1. The undersigned is the Manager of **Southeastern Florida Transportation Group, LLC**, a limited liability company organized and existing under the laws of the State of Florida ("Company").

2. Articles of Organization of the Company have been filed with the Florida Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing.

4. The Company is a manager managed limited liability company.

5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

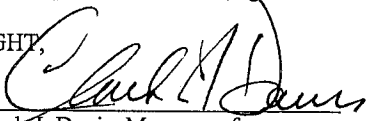
6. The undersigned has the right and authority to enter into that certain Second Amendment to Airport Ground Transportation Concession Agreement between Palm Beach County, a political subdivision of the State of Florida and Southeastern Florida Transportation Group, LLC (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

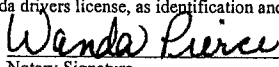
8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

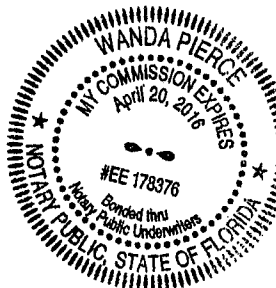
9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,


Clark J. Davis, Manager of
Southeastern Florida Transportation
Group, LLC

SWORN TO AND SUBSCRIBED before me on this 23 day of April, 2012, by Clark J. Davis, Manager of and on behalf of Southeastern Florida Transportation Group, LLC, who is personally known to me OR who produced a Florida drivers license, as identification and who did take an oath.


Notary Signature
Wanda Pierce
Print Notary Name



NOTARY PUBLIC
State of Florida at large
My Commission Expires: 04/20/2016

AFFIDAVIT OF LIMITED LIABILITY COMPANY

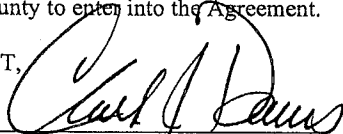
STATE OF FLORIDA

COUNTY OF BROWARD

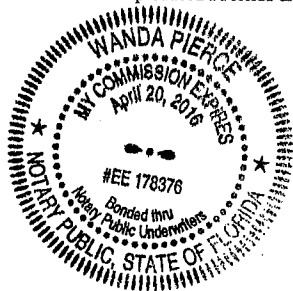
BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, deposes and says that:

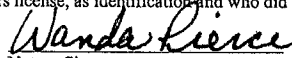
1. The undersigned is the Manager of **Peninsula Transportation Group, LLC**, a limited liability company organized and existing under the laws of the State of Delaware ("Company").
2. Articles of Organization of the Company have been filed with the Delaware Department of State and such articles are incorporated herein by reference.
3. The Company is in good standing.
4. The Company is a manager managed limited liability company.
5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
6. The undersigned has the right and authority to enter into that certain Second Amendment to Airport Ground Transportation Concession Agreement between Palm Beach County, a political subdivision of the State of Florida and Southeastern Florida Transportation Group, LLC (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.
7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.
8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.
9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT.


Clark J. Davis, Manager of
Peninsula Transportation Group, LLC

SWORN TO AND SUBSCRIBED before me on this 2 day of April, 2012, by Clark J. Davis, Manager of and on behalf of Peninsula Transportation Group, LLC, who is personally known to me OR who produced a Florida drivers license, as identification and who did take an oath.




Notary Signature
WANDA PIERCE
Print Notary Name

NOTARY PUBLIC

State of Florida at large

My Commission Expires: 04/20/2016

AFFIDAVIT OF LIMITED LIABILITY COMPANY


STATE OF FLORIDA

COUNTY OF BROWARD

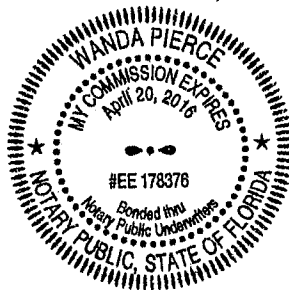
BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, deposes and says that:

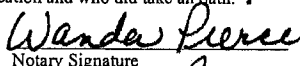
1. The undersigned is the Manager of **PTG Enterprises, LLC**, a limited liability company organized and existing under the laws of the State of Florida ("Company").
2. Articles of Organization of the Company have been filed with the Florida Department of State and such articles are incorporated herein by reference.
3. The Company is in good standing.
4. The Company is a manager managed limited liability company.
5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
6. The undersigned has the right and authority to enter into that certain Second Amendment to Airport Ground Transportation Concession Agreement between Palm Beach County, a political subdivision of the State of Florida and Southeastern Florida Transportation Group, LLC (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.
7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.
8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.
9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,


Clark J. Davis, Manager of
PTG Enterprises, LLC

SWORN TO AND SUBSCRIBED before me on this 23 day of April, 2012, by Clark J. Davis, Manager of and on behalf of PTG Enterprises, LLC, who is personally known to me OR who produced a Florida drivers license, as identification and who did take an oath.




Notary Signature
WANDA PIERCE
Print Notary Name

NOTARY PUBLIC,
State of Florida at large
My Commission Expires: 04/20/2016

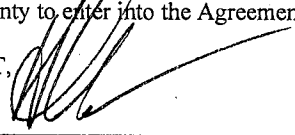
AFFIDAVIT OF TRUSTEE

STATE OF Michigan
COUNTY OF Oakland

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, deposes and says that:

1. The undersigned is the Trustee of the **Jean Meathe Irrevocable Trust, under agreement dated September 1, 2010**, a trust organized and existing under the laws of the State of ~~Florida~~ Michigan ("Trust").
2. The Trust is in good standing.
3. The undersigned is or has been authorized to act on behalf of the Trust and legally bind the Trust and execute contracts and other instruments relating to the transaction of business of the Trust.
4. The undersigned has the right and authority to enter into that certain Second Amendment to Airport Ground Transportation Concession Agreement between Palm Beach County, a political subdivision of the State of Florida and Southeastern Florida Transportation Group, LLC (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Trust to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.
5. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Trust.
6. The transactions contemplated herein will not violate any of the terms and conditions of the Trust and any other agreements between the Trust and any third person.
7. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT.



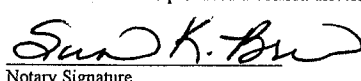
Signature of Trustee

Alan I. Shanaman, Trustee

Typed/Printed Name

SWORN TO AND SUBSCRIBED before me on this 18th day of April, 2012, by Alan I. Shanaman Trustee of the Jean Meathe Irrevocable Trust, under agreement dated September 1, 2010, who is personally known to me ~~OR who produced a Florida drivers license, as identification~~ and who did take an oath.

SUSAN K. BROWN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Apr. 30, 2013
Acting in the County of Oakland



Notary Signature
Susan K. Brown

Print Notary Name

NOTARY PUBLIC

State of Michigan at large

My Commission Expires: 4-30-2013

PB 0201

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/27/2011
PRODUCER PROFESSIONAL INSURANCE CENTER, 2003 W. KENNEDY BLVD. TAMPA, FL 33606	17	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED SOUTHEASTERN FLORIDA TRANSPORTATION GROUP LLC 1635 MEATHE DRIVE WEST PALM BEACH, FL 33411	SOUT06	
INSURERS AFFORDING COVERAGE		NAIC#
INSURER A: CRUM & FORSTER SPECIALTY INSUR		11123
INSURER B: ASCENDANT COMMERCIAL INSURANCE		13683
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES					
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	NJ-CGL-0000000487-01	10/02/2011	10/02/2012	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2000000
B	AUTOMOBILE LIABILITY	FH20280-2	10/18/2011	10/18/2012	PRODUCTS - COMP/OP AGG \$ 1000000
	<input type="checkbox"/> ANY AUTO				
	<input type="checkbox"/> ALL OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 500000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
	EXCESS/UMBRELLA LIABILITY				AUTO ONLY: AGG \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
	<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
	OTHER				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER	CANCELLATION 10-DAY NOTICE FOR NON-PAYMENT OF PREM
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS DEPT OF AIRPORTS 846 PALM BEACH INTL AIRPORT WEST PALM BEACH, FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>Debra J. Madiedo</i>

PB 02

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE(M/M/DD/YYYY) 09/16/2011
PRODUCER 2 PROFESSIONAL INSURANCE CENTER, 2003 W. KENNEDY BLVD. TAMPA, FL 33606		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED PTG ENTERPRISES LLC 1635 MEATHE DRIVE WEST PALM BEACH, FL 33411 PTGE00		INSURERS AFFORDING COVERAGE INSURER A: ASCENDANT COMMERCIAL INSURANCE 13683 INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES							
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(M/M/DD/YY)	POLICY EXPIRATION DATE(M/M/DD/YY)	LIMITS		
LTR INSRD							
	GENERAL LIABILITY				EACH OCCURRENCE	\$	
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				MEDEXP (Any one person)	\$	
					PERSONAL & ADV INJURY	\$	
	GEN L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$	
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				PRODUCTS - COMPI/OP AGG	\$	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO				BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	HIRED AUTOS						
	NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	ANY AUTO				OTHER THAN AUTO ONLY. EA ACC	\$	
					AGG	\$	
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
	OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE	\$	
	DEDUCTIBLE					\$	
	RETENTION \$					\$	
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC-62534-1	09/23/2011	09/23/2012	X WC STATU-TORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT	\$ 100,000	
	If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEES	100,000	
	OTHER				E L DISEASE - POLICY LIMIT	\$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ADDENDUM ATTACHED LISTING THE ADDITIONAL NAMED INSUREDS TO THE POLICY.

CERTIFICATE HOLDER	CANCELLATION 10-DAY NOTICE FOR NON-PAYMENT OF PREM
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS 846 PALM BEACH INTERNATIONAL AIRPORT WEST PALM BEACH, FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>Robert J. Madiedo</i> NEW

****Addendum of Additional Named Insured***

Checker Cab of Collier County
Checker Cab of St. Augustine
Citicab
Clearwater Yellow Cab, LLC
Community Rehabilitation Center Transportation
dba Carey Jacksonville
dba Clearwater Yellow Cab
dba Go Townecar
dba St Pete Taxi
dba Yellow Cab of Pasco County
Florida Gulf Coast Transportation LLC
Gator City Taxi
Go Airport Shuttle and Sedan of Jacksonville, LLC
Go Airport Shuttle and Sedan of Palm Beach LLC
Gulf Coast Executive Transportation Services, LLC
Gulf Coast Metro Cab, LLC
Gulf Coast Yellow Cab, LLC
Imperial Transportation
Jacksonville Limousine Service, Inc.
Jacksonville Transportation Group, LLC
Jacksonville Sedan Transportation Services, LLC
Metro Cab, LLC
Metro Cars FL
Metro Mobility Management Group LLC
Metro Mobility of Jacksonville, LLC
Metro Mobility Transportation Group LLC
Northern Florida Transportation Group, LLC
PALM BEACH METRO TRANSPORTATION GROUP, LLC
Peninsula Transportation Group LLC
PTG Enterprises, LLC
Sedan Transportation Services, LLC
Southeastern Florida Transportation Group, LLC
Tampa Bay Area Yellow Cab LLC
Two Wheels
Yellow Cab of Boca Raton
Yellow Cab of Jacksonville
Yellow Cab of Palm Beach, LLC

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Detail by Entity Name

Florida Limited Liability Company

SOUTHEASTERN FLORIDA TRANSPORTATION GROUP, LLC

Filing Information

Document Number L10000078673

FEI/EIN Number 273121229

Date Filed 07/27/2010

State FL

Status ACTIVE

Effective Date 07/27/2010

Principal Address

1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE FL 33316 US

Changed 02/13/2012

Mailing Address

1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE FL 33316 US

Changed 02/13/2012

Registered Agent Name & Address

DAVIS, CLARK J
1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE FL 33316 US

Name Changed: 02/13/2012

Address Changed: 02/13/2012

Manager/Member Detail

Name & Address

Title MGR

DAVIS, CLARK J

1850 SE 17TH STREET, SUITE 200
FORT LAUDERDALE FL 33316 US

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2011	04/20/2011
2012	02/13/2012

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2012 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L10000078673

FILED
Feb 13, 2012
Secretary of State

Entity Name: SOUTHEASTERN FLORIDA TRANSPORTATION GROUP, LLC

Current Principal Place of Business:

1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

New Principal Place of Business:

1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE, FL 33316 US

Current Mailing Address:

1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

New Mailing Address:

1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE, FL 33316 US

FEI Number: 27-3121229

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

PATANELLA, ANTHONY
1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

Name and Address of New Registered Agent:

DAVIS, CLARK J
1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE, FL 33316 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: CLARK J. DAVIS

02/13/2012

Electronic Signature of Registered Agent

Date

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: DAVIS, CLARK J
Address: 1850 SE 17TH STREET, SUITE 200
City-St-Zip: FORT LAUDERDALE, FL 33316 US

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.



SIGNATURE: CLARK J. DAVIS

MGR

02/13/2012

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

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DIVISION OF CORPORATIONS



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Detail by Entity Name

Florida Limited Liability Company

PTG ENTERPRISES, LLC

Filing Information

Document Number

L10000091515

FEI/EIN Number

273386667

Date Filed

08/31/2010

State

FL

Status

ACTIVE

Effective Date

08/31/2010

Principal Address

1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE FL 33316 US

Changed 02/13/2012

Mailing Address

1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE FL 33316 US

Changed 02/13/2012

Registered Agent Name & Address

DAVIS, CLARK J
1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE FL 33316 US

Name Changed: 02/13/2012

Address Changed: 02/13/2012

Manager/Member Detail

Name & Address

Title MGR

DAVIS, CLARK J
1850 SE 17TH STREET, SUITE 200
FORT LAUDERDALE FL 33316 US

Annual Reports

Report Year Filed Date

2011 04/20/2011
2012 02/13/2012

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2012 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L10000091515

Entity Name: PTG ENTERPRISES, LLC

FILED
Feb 13, 2012
Secretary of State

Current Principal Place of Business:

1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

New Principal Place of Business:

1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE, FL 33316 US

Current Mailing Address:

1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

New Mailing Address:

1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE, FL 33316 US

FEI Number: 27-3386667

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired ()

Name and Address of Current Registered Agent:

PATANELLA, ANTHONY
1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

Name and Address of New Registered Agent:

DAVIS, CLARK J
1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE, FL 33316 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: CLARK J. DAVIS

02/13/2012

Electronic Signature of Registered Agent

Date

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: DAVIS, CLARK J
Address: 1850 SE 17TH STREET, SUITE 200
City-St-Zip: FORT LAUDERDALE, FL 33316 US

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: CLARK J. DAVIS

MGR

02/13/2012

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

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Detail by Entity Name

Florida Limited Liability Company

PENINSULA TRANSPORTATION GROUP, LLC

Filing Information

Document Number L10000071664

FEI/EIN Number 273099767

Date Filed 07/07/2010

State FL

Status ACTIVE

Effective Date 07/07/2010

Principal Address

1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE FL 33316 US

Changed 02/13/2012

Mailing Address

1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE FL 33316 US

Changed 02/13/2012

Registered Agent Name & Address

DAVIS, CLARK J
1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE FL 33316 US

Name Changed: 02/13/2012

Address Changed: 02/13/2012

Manager/Member Detail

Name & Address

Title MGR

DAVIS, CLARK J
1850 SE 17TH STREET, SUITE 200
FORT LAUDERDALE FL 33316 US

Annual Reports

Report Year Filed Date

2011 04/20/2011

2012 02/13/2012

Document Images

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State of Florida, Department of State

2012 LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L10000071664

Entity Name: PENINSULA TRANSPORTATION GROUP, LLC

FILED
Feb 13, 2012
Secretary of State

Current Principal Place of Business:

1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

New Principal Place of Business:

1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE, FL 33316 US

Current Mailing Address:

1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

New Mailing Address:

1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE, FL 33316 US

FEI Number: 27-3099767 FEI Number Applied For () FEI Number Not Applicable () Certificate of Status Desired ()

Name and Address of Current Registered Agent:

PATANELLA, ANTHONY
1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411 US

Name and Address of New Registered Agent:

DAVIS, CLARK J
1850 SE 17TH STREET
SUITE 200
FORT LAUDERDALE, FL 33316 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: CLARK J. DAVIS

02/13/2012

Electronic Signature of Registered Agent

Date

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: DAVIS, CLARK J
Address: 1850 SE 17TH STREET, SUITE 200
City-St-Zip: FORT LAUDERDALE, FL 33316 US

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: CLARK J. DAVIS

MGR

02/13/2012

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date