

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>0</u>	<u>\$44,184</u>	<u>\$44,184</u>	<u>NA</u>	<u>NA</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>0</u></u>	<u><u>\$44,184</u></u>	<u><u>\$44,184</u></u>	<u><u>NA</u></u>	<u><u>NA</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund 4100 Department 120 Unit 8340 Rsource 4468
 Reporting Category _____

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

SEFT currently pays a minimum guaranteed amount of \$284,184 annually or per capita charge of \$0.09 per deplaned passenger, whichever is greater. Effective October 1, 2018, SEFT will pay concession fees equal to the greater of \$240,000 annually or \$0.08 per deplaned passenger. The estimated impact of the reduced guaranteed amount is shown above; however, it is anticipated that the per capita fee will exceed the guaranteed amount based on increased passenger traffic.

C. Departmental Fiscal Review: M. Sumner

III. REVIEW COMMENTS

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

[Signature] 8/23/18
 ASD 8/23 OFMB [Signature] 8/23 9/8/22

[Signature] 8/27/18
 Contract Dev. and Control

B. Legal Sufficiency:

Anne Deland 8/28/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 9/03
 ADM FORM 01
 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Monday, August 13, 2018

- Simple View
- Certificate Images
- Documents

Insured: SE Florida Transportation, LLC Insured ID: R2015-0776-PBC

Status: Compliant

ITS Account Number: PLC1508

Project(s): Palm Beach County - Airport Properties - (Active)

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 7/1/2019			
General Aggregate:	\$1,000,000	\$1,000,000	
Products - Completed Operations Aggregate:	\$1,000,000	\$1,000,000	
Personal And Advertising Injury:	\$1,000,000	\$1,000,000	
Each Occurrence:	\$1,000,000	\$1,000,000	
Fire Damage:	\$100,000	\$1,000,000	
Medical Expense:	\$5,000	\$10,000	
<u>Automobile Liability</u>			
Expiration: 7/1/2019			
	All Owned Autos	Any Auto not provided	X
	Hired Autos	Hired Autos	X
	Non-Owned Autos	Non-Owned Autos	X
Combined Single Limit:	\$300,000	\$500,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 7/1/2019			
Each Accident:	\$1,000,000	\$1,000,000	
Disease - Policy Limit:	\$1,000,000	\$1,000,000	
Disease - Each Employee:	\$1,000,000	\$1,000,000	

Notifications ([Show All](#))

The following letters were issued:

Jun 07 2018 - Renewal Letter

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF Maryland

COUNTY OF Baltimore

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the _____ (title: e.g. Manager, Member, etc. of SE Florida Transportation, LLC, a Florida limited liability company, 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, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The company is a [select (a) or (b)] (a) manager managed or (b) member 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 the Company (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,

Terrence Bates
Individually and as
[select one: Manager or Member]

SWORN TO AND SUBSCRIBED before me on this 8 day of August, 2018 by Terrence Bates, Manager/Member of SE Florida Transportation, LLC, a Florida limited liability company, on behalf of the Company who ~~is personally known to me~~ OR who produced _____, as identification and who did take an oath.

Deidra E. Helling
Notary Signature

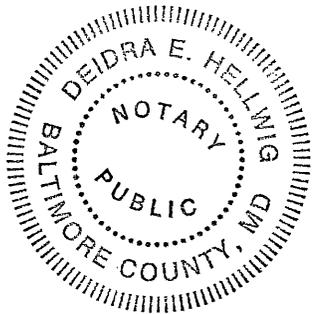
Deidra E. Helling
Print Notary Name

NOTARY PUBLIC

State of Maryland at large

My Commission Expires: Baltimore County

07-23-21



**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 _____ day of _____ 20____ by and between Palm Beach County ("County"), a political subdivision of the State of Florida, and SE Florida Transportation, LLC, a Florida limited liability company ("Concessionaire"), having its office and principal place of business at 1700 North Florida Mango Road, West Palm Beach, FL 33409.

WITNESSETH:

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

WHEREAS, the parties entered into that certain Airport Ground Transportation Concession Agreement dated June 23, 2015 (R-2015-0776), as amended ("Agreement"); and

WHEREAS, the Agreement provides that County shall have the option to renew the Agreement for one (1) additional two (2) year term ("Renewal Term"), and that in such event, the parties shall enter into an amendment to renew this Agreement upon the same terms and conditions; and

WHEREAS, the parties desire to further amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

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 two (2) year period on the terms and conditions as set forth in the Agreement, as amended hereby. The renewal period shall commence on October 1, 2018, and shall terminate on September 30, 2020.

3. **Per Capita Charge for the Renewal Term.** Section 5.02, Per Capita Charge, Minimum Monthly Guarantee, of the Agreement is hereby modified to delete Section 5.02 in its entirety and replace with the following Section 5.02, Annual Concession Fees, Per Capita Charge, Minimum Annual Guarantee:

5.02 Annual Concession Fees, Per Capita Charge, Minimum Annual Guarantee.

- (A) The amount of annual Concession Fees to be paid to County by Concessionaire each Contract Year of the Renewal Term shall be the greater amount of: (i) the Minimum Annual Guarantee; or (ii) the product of the Per Capita Charge multiplied by the total number of Deplaned Passengers during the current Contract Year. Concession Fees shall be payable monthly, subject to periodic reconciliation, as provided herein.
- (B) The initial Per Capita Charge for the Renewal Term shall be \$0.08.
- (C) The Monthly Per Capita Payment shall be determined by multiplying the then current Per Capita Charge by the total number of Deplaned Passengers each month.
- (D) Commencing October 1, 2018, Concessionaire shall pay to County a Minimum Annual Guarantee for each Contract Year of the Renewal Term, in the amount of Two Hundred Forty Thousand Dollars (\$240,000) ("Minimum Annual Guarantee"), which shall be payable in equal monthly installments, as provided herein ("Minimum Monthly Guarantee"). The Department may, in its sole and absolute discretion, increase the Minimum Annual Guarantee to an amount equal to ninety percent (90%) of the amount of Concession Fees due the Contract Year ending September 30, 2019, but not less than Two Hundred Forty Thousand Dollars (\$240,000). The Department shall notify Concessionaire in writing of any increase to the Minimum Annual Guarantee, which shall become effective as of the date specified in Department's notice, but not earlier than October 1, 2019, and this Agreement shall be considered automatically amended, without formal amendment hereto.
- (E) Except as otherwise provided for in Article 5.03, Concessionaire shall pay the Minimum Annual Guarantee to the County in equal monthly installments of one-twelfth (1/12) the Minimum Annual Guarantee, which shall be payable on the first day of each month in advance, without demand, deduction, holdback or setoff. In the event the Monthly Per Capita Payment is greater than the Minimum Monthly Guarantee for the same month, the Department shall invoice Concessionaire for the difference between the Monthly Per Capita Payment and the Minimum Monthly Guarantee, which amount shall be payable by Concessionaire to County within ten (10) days of the date of the Department's invoice.
- (F) Concession Fees shall be reconciled in accordance with this section, within ninety (90) days following the end of each Contract Year. Nothing herein shall prevent County from completing interim, periodic reconciliations, at such intervals as the Department determines, in its sole and absolute discretion. If the amount of Concession Fees due and owing

for such period of review is greater than the amount paid by Concessionaire to County during such period, Concessionaire shall pay the difference to County within ten (10) days of the date of Department's invoice. If the amount of Concession Fees actually paid by Concessionaire to County for such period of review exceeds the Concession Fees due and owing for such period of review, the Department shall credit the overpayment in the following order: (i) against any past due amounts owed to County by Concessionaire, including interest and late fees; (ii) against currently outstanding, but not yet due, Concession Fees owed to County by Concessionaire; (iii) against future Concession Fees which will become due during the succeeding Contract Year; and (iv) against any other sums payable by Concessionaire to County. Notwithstanding the foregoing, in the event of an overpayment by Concessionaire during the last Contract Year, the Department shall credit the overpayment against any remaining amounts owed to County, including interest and late fees, and refund to Concessionaire any overpayment amount in excess of the credit.

4. **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.

5. **Conflict.** In the event of a conflict between any provision of this Second Amendment and the provisions of the Agreement, or any other amendment thereto, the provisions of this Second Amendment shall control.

6. **Paragraph Headings.** The heading 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.

7. **Effective Date.** This Second Amendment shall become effective October 1, 2018.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment as of the day and year first above written.

ATTEST:

SHARON R. BOCK

By: _____
Clerk and Comptroller

PALM BEACH COUNTY, a political
subdivision of the State of Florida,
by its Board of County Commissioners

By: _____
Melissa McKinlay, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: *Don Kelly*
Director, Department of Airports

Signed, sealed and delivered in the
presence of two witnesses for
Concessionaire:

[Signature]
Signature

Diane Forthuber
Print Name

[Signature]
Signature

Matthew Bucher
Print Name

CONCESSIONAIRE

SE FLORIDA TRANSPORTATION, LLC

By: *[Signature]*
Signature

Terrence Oates
Print Name

Treasurer
Title

(Seal)