

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 10, 2019 Consent Regular
 Workshop Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Consent to Assignment and Assumption of Agreement (Consent) with SE Florida Transportation, LLC, a Florida limited liability company (SEFT) and WHC WPB, LLC, a Florida limited liability company (WHC) for the assignment and assumption of the Airport Ground Transportation Concession Agreement at the Palm Beach International Airport (PBI) (R-2015-0776, as amended) (Concession Agreement), effective upon Board approval.

Summary: SEFT provides on-demand ground transportation services at PBI pursuant to the Concession Agreement, which expires September 30, 2020. SEFT has requested the County's consent to assign the Concession Agreement to WHC. SEFT is a subsidiary of Transdev On-Demand (Transdev), which is divesting its interest in taxi operations throughout the United States. WHC has assumed agreements from Transdev, or its subsidiaries, in other similar markets, including agreements with the Dulles International Airport, Jacksonville International Airport, and Kansas City Area Transportation Authority. WHC has assumed SEFT's interest in the existing Airport Concessions Disadvantaged Business Enterprise (ACDBE) subcontracts with Imperial Transportation PBC, Inc., and Medi-Wheels of the Palm Beaches, Inc., and WHC will continue to utilize their services through the remainder of the Concession Agreement. WHC also will maintain its local management, dispatchers and drivers. WHC has provided payment security equal to 50% of the minimum annual guarantee. The terms and conditions of the existing Concession Agreement remain unchanged.
Countywide (AH)

Background and Justification: The Concession Agreement requires the County's consent to an assignment. The assignment and assumption will be effective upon Board approval.

Attachments:
1. Consent (3)

Recommended By: *Laura Buba* 8/21/19 *RBW*
Department Director Date

Approved By: *W. Balle* 8/22/19
County Administrator Date

1
1
1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund _____ Department _____ Unit _____ Rsource _____
 Reporting Category _____

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

There is no fiscal impact associated with this Consent. The Concession Agreement will be assigned with no change in payments made to the County.

C. Departmental Fiscal Review: MM Simms

III. REVIEW COMMENTS

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

Raleigh Rawler 8/23/19
 OFMB
 ass 8/23/19

Ar. G. Johnson 8/27/19
 Contract Dev. and Control

B. Legal Sufficiency:

Anne Delgent 8-28-19
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/20/2019

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Andrew Atsaves c/o Artex Risk Solutions, Inc. 8840 E. Chaparral Rd.; Suite 275 Scottsdale, AZ 85250	CONTACT NAME: PHONE (A/C, No., Ext): (480) 951-4177 FAX (A/C, No): (480) 951-4266 E-MAIL ADDRESS: SDL.BSD.Certificates@artextrisk.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Axcet HR Solutions, Inc. Alt. Emp: WHC WPB, LLC 8325 Lenexa Dr. Suite 410 Lenexa, KS 66214	INSURER A : American Zurich Insurance Company 40142	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 19KS002996645 **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 PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 10-56-006-04	05/01/2019	05/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	08/01/2019	05/01/2020	Client# 770-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Coverage is provided for only those co-employees of, but not subcontractors to:
 WHC WPB, LLC
 1700 Florida Mango Rd.
 West Palm Beach, FL 33409
 (properties@pbia.org)

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida, its Officers, and Employees %Dept of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/19/2019

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PRODUCER Professional Insurance Center, Inc. 2003 West Kennedy Blvd Tampa, Florida 33606 INSURED WHC WPB, LLC 1700 North Florida Mango Road West Palm Beach, FL 33409	Phone: (813)251-4900 Fax: (813)253-2676	CONTACT NAME: Professional Insurance Center Inc PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ascendant Commercial Insurance, Inc.</td> <td style="text-align: center;">13683</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ascendant Commercial Insurance, Inc.	13683	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES **CERTIFICATE NUMBER: 2024** **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 PAID CLAIMS.

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		✓	POL-WHCWPB012-300000	8/16/2019	8/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER Holder's Nature of Interest : Additional Insured Palm Beach County BOCC A Political Subdivision of the State of Florida, It's Officers and Employees c/o Dept of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2019

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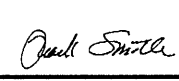
PRODUCER Twin Lakes Insurance Agency 2641 NE McBaine Drive Lee's Summit MO 64064	CONTACT NAME: Sue Falter, CIC, CISR PHONE (A/C, No, Ext): (816) 525-2125 FAX (A/C, No): (816) 525-4049 E-MAIL ADDRESS: suef@twinlakesins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED WHC WPB LLC, DBA: zTrip 1300 Lydia Ave Kansas City MO 64106	INSURER A: Covington Specialty Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1981611684 REVISION NUMBER:

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		VBA71540200	8/15/2019	8/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			VBA71540200	8/15/2019	8/15/2020	ded \$5000 \$850,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees" and all other parties required under a written contract are named as additional insured with respects to liability.

CERTIFICATE HOLDER properties@pbia.org Palm Beach County Board of County Commiss A Political Subdivision of the State of Florida its officers and employees c/o Department of Airports 846 PalmBeach Intern'l Airport West Palm Beach, FL 66406-1470	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mark Smith/SR 
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ACORD 25 (2014/01)
 INS025 (201401)

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Additional Named Insureds

Other Named Insureds

Silver Lining Motors LLC	Limited Liability Company, Additional Insured
WHC Worldwide LLC	Limited Liability Company, Additional Insured
Ztrip	Doing Business As

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF Florida

COUNTY OF Palm Beach County

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 Manager 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 **Consent to Assignment and Assumption of Agreement** between WHC WPB, LLC, a Florida limited liability company, 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

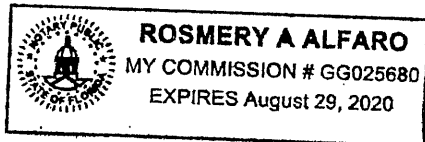
organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

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,

Terry Oute
Terry Oute, Individually and as
[select one: Manager or **Member**]

SWORN TO AND SUBSCRIBED before me on this 15th day of August, 2019 by
Terry Oute, 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.



Rosmery Alfaro
Notary Signature
Rosmery Alfaro
Print Notary Name

NOTARY PUBLIC

State of Florida at large

My Commission Expires:

8/29/2020

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF Missouri

COUNTY OF Jackson

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 CEO/ Managing Member of WHC WPB, 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.

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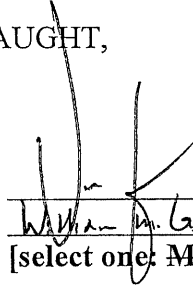
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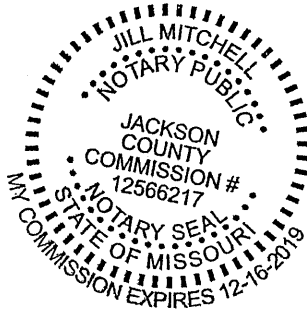
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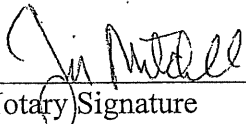
FURTHER AFFIANT SAYETH NAUGHT,



William M. George, Individually and as
[select one: ~~Manager~~ or Member]

SWORN TO AND SUBSCRIBED before me on this 15th day of August, 2019, by William M. George, Manager/Member of WHC WPB, LLC, a Florida limited liability company, on behalf of the Company who is personally known to me.





Notary Signature

Jill Mitchell

Print Notary Name

NOTARY PUBLIC

State of MO at large

My Commission Expires:

12-16-19

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is made effective as of August 15, 2019, between SE Florida Transportation, LLC, a Florida limited liability company ("Assignor"), and WHC WPB, LLC, a Florida limited liability company ("Assignee").

RECITALS

A. Assignor has entered into an Airport Ground Transportation Concession Agreement with Palm Beach County, a political subdivision of the State of Florida (the "County") dated June 23, 2015 (R-2015-0776), as amended by that certain First Amendment to Airport Ground Transportation Concession Agreement, dated September 13, 2016 (R-2016-1121), (the "First Amendment"), as amended by that certain Second Amendment to the Airport Ground Transportation Concession Agreement, dated September 18, 2018 (R-2018-1359), (the "Second Amendment"), as amended by that certain Third Amendment to the Airport Ground Transportation Concession Agreement, dated January 15, 2019 (R-2019-0043), (the "Third Amendment"), (collectively, the "Concession Agreement"). The Concession Agreement, together with all amendments and exhibits thereto, is incorporated herein by reference; and

B. The Concession Agreement provides for on-demand ground transportation services at the Palm Beach International Airport; and

C. Assignor has entered into that certain Subcontract Agreements with Imperial Transportation PBC, Inc. effective as of October 1, 2015, as amended by that certain First Amendment to Subcontract Agreement, dated August 15, 2018, and Medi-Wheels of the Palm Beaches, Inc. effective as of December 21st, 2015, (collectively, the "ACDBE Subcontracts"), copies of which are incorporated herein by reference; and

D. Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor's obligations, right, title and interest in and to the Concession Agreement and the ACDBE Subcontracts, and Assignee desires to accept such assignment, transfer and conveyance, all pursuant to the terms and provisions hereof; and

E. Pursuant to Article 14 of the Concession Agreement, Assignor shall not, in any manner, assign, transfer or otherwise convey an interest in or subcontract any of its rights under the Concession Agreement, without the prior written consent of County, which consent may be granted or withheld by County in its sole and absolute discretion for any reason or no reason at all ("Consent").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee (the "Assignment") all of Assignor's right, title and interest in and to the Concession Agreement and ACDBE Subcontracts, effective as of the date hereof or, if a later date, the date this Agreement is approved by the County (the "Effective Date").

2. Assignee hereby accepts the Assignment and assumes all duties, obligations and liabilities of Assignor arising under the Concession Agreement and ACDBE Subcontracts, from and after the Effective Date (the "Assumption").

3. On and after the date hereof, the parties shall take all further actions, including, but not limited to, the execution and delivery of additional instruments or documents, that may be reasonably requested in writing by either party to effectuate or evidence the Assignment or the Assumption, or the other actions expressly contemplated by this Agreement.

4. Assignor hereby represents and warrants to Assignee that it has all necessary organizational

power and authority to execute this Agreement and to perform its obligations hereunder; the signing and performance by Assignor of this Agreement has been duly authorized by all necessary action on its part; and this Agreement has been fully and validly signed by Assignor and constitutes the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms.

5. Assignor further represents and warrants to Assignee that the Concession Agreement is in full force and effect and that there are no (i) existing defaults under the terms, covenants or conditions of the Concession Agreement by Assignor occurring prior to the Effective Date; (ii) existing or threatened conditions that with giving notice, the passage of time or both, would constitute a default under the terms, covenants or conditions of the Concession Agreement by Assignor; (iii) liens, encumbrances, restrictions, claims, problems, or impediments, of any kind or nature, to the assignment, transfer, conveyance and delivery of Concession Agreement pursuant to this Agreement; and (iv) pending or threatened proceedings or litigation of any kind or nature that would preclude, interfere with or delay the assignment, transfer or conveyance of the Concession Agreement.

6. This Agreement may be executed in counterparts.

7. This Agreement shall be governed by the laws of the State of Florida, without regard to the conflict of laws principles thereof.

8. Assignor and Assignee acknowledge and agree this Agreement is expressly conditioned upon, and shall be subject to, Consent by the Palm Beach County Board of County Commissioners (the "Board"). In the event the Board does not approve this Consent on September 10, 2019, or such later date as the parties may agree in writing, this Agreement shall be void.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement or caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNOR:

SE FLORIDA TRANSPORTATION, LLC
a Florida limited liability company

By: Terry Duter

Name: Terry Duter

Its: Vice-President + Treasurer

ASSIGNEE:

WHC WPB, LLC
a Florida limited liability company

By: William M. George

Name: William M. George

Its: CEO/Managing Member

[Signature Page w Assignment and Assumption Agreement]

CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT (this “Consent”), 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 SE Florida Transportation, LLC, a Florida limited liability company, whose address is 1700 N. Florida Mango Rd., West Palm Beach, FL 33409, telephone (561) 242-6402 (the “Assignor”), and WHC WPB, LLC, a Florida limited liability company, whose address is 1700 N. Florida Mango Rd., West Palm Beach, FL 33409, telephone (816) 777-1111 (the “Assignee”).

This Consent is based upon the following facts:

A. County and Assignor entered into that certain Airport Ground Transportation Concession Agreement dated June 23, 2015 (R-2015-0776), as amended by that certain First Amendment to Airport Ground Transportation Concession Agreement, dated September 13, 2016 (R-2016-1121), (the “First Amendment”), as amended by that certain Second Amendment to the Airport Ground Transportation Concession Agreement, dated September 18, 2018 (R-2018-1359), (the “Second Amendment”), as amended by that certain Third Amendment to the Airport Ground Transportation Concession Agreement, dated January 15, 2019 (R-2019-0043), (“the Third Amendment”), for the provision of on-demand ground transportation services at the Palm Beach International Airport (the “Airport”). The Concession Agreement, together with all amendments and exhibits thereto, is incorporated herein by reference; (collectively, the “Concession Agreement” or “Assigned Contract”).

B. Assignor has entered into that certain Subcontract Agreement with Imperial Transportation PBC, Inc., effective as of October 1, 2015, as amended by that certain First Amendment to Subcontract Agreement, dated August 15, 2018, and that certain Subcontract Agreement with Medi-Wheels of the Palm Beaches, Inc., effective as of December 21st, 2015, (collectively, the “ACDBE Subcontracts”), copies of which are incorporated herein by reference; and

C. Assignor and Assignee have notified County that Assignee and Assignor have entered into an Assignment and Assumption of Agreement dated August 15, 2019 (the “Assignment Date”), attached hereto and incorporated herein as Exhibit “A” (the “Assignment Agreement”). Pursuant to the Assignment Agreement, Assignor has agreed to assign, transfer and convey all of Assignor’s right, title and interest in the Assigned Contract to Assignee and Assignee has agreed to assume all of Assignor’s rights, duties, obligations and interests to, in and under the Assigned Contract and the ACDBE Subcontracts upon the date this Consent is approved by County (the “Assignment Date”).

D. Pursuant to Article 14 of the Assigned Contract, Assignor shall not assign, convey or transfer its interest in the Assigned Contract without first having obtained the prior written consent of County, which consent may be granted or withheld by County in its sole and absolute discretion.

E. Assignee and Assignor have requested that County give its written consent to Assignor's assignment, transfer and conveyance of the Assigned Contract and the ACDBE Subcontracts, and Assignee's assumption of all of Assignor's rights, titles, duties, obligations, liabilities and interests to, in and under the Assigned Contract and the ACDBE Subcontracts.

F. Assignee represents and warrants to County that it is in a position to and is fully capable of performing all of the duties and obligations of Assignor under the Assigned Contract and the ACDBE Subcontracts arising from and after the Assignment Date and further acknowledges that County's willingness to consent to the assignment, transfer and conveyance of the Assigned Contract is based, in part, upon Assignee's and Assignor's representations and warranties set forth herein.

G. Assignee and Assignor represent and warrant to County that the consummation of the transactions described in the Assignment Agreement and the approval and delivery of this Consent will not violate, conflict with or result in a breach of, constitute a default under, or result in the termination of: (i) any organizational documents such as articles of corporation, bylaws, operating agreements or other similar or equivalent documents of Assignor or Assignee; or (ii) any judgment, decree or order of any court, administrative body, or governmental authority applicable to Assignor or Assignee.

H. Assignee and Assignor represent and warrant to County that neither Assignor nor Assignee has actual knowledge of any: (i) existing defaults under the terms, covenants or conditions of the Assigned Contract by the County or Assignor occurring prior to the Assignment Date; (ii) existing or threatened conditions that with giving notice, the passage of time or both, would constitute a default under the terms, covenants or conditions of the Assigned Contract by County; (iii) liens, encumbrances, restrictions, claims, problems, or impediments, of any kind or nature, to the sale, purchase, assignment, transfer, conveyance and delivery of the Assigned Contract or this Consent; (iv) event that authorizes, or with the passage of time would allow Assignee or Assignor to exercise any right of setoff, claims, or defenses against the County under the Assigned Contract; (v) threatened or pending litigation arising out of Assignor's or County's performance or failure to perform the Assigned Contract; or (vi) threatened or pending litigation, of any type or nature, that would preclude, interfere with or delay the assignment, transfer or conveyance of the Assigned Contract.

I. County acknowledges that Assignor is current on the payment of Concession Fees due to County through July 30, 2019.

J. Assignor represents and warrants to the County and Assignee that it has fully performed all of its duties and responsibilities under the Assigned Contract and the ACDBE Subcontracts as of the date of this Consent. Assignor acknowledges that it shall remain primarily responsible for all duties, liabilities and obligations arising prior to the Assignment Date. Further, County hereby acknowledges that the assignment of Assignor's duties, liabilities and obligations under the Assigned Contract and the ACDBE Subcontracts to Assignee shall be those duties, liabilities and obligations arising from and after the Assignment Date and shall in no event relate in any way to any breach of any term, condition, duty, liability or obligation of Assignor arising under the Assigned Contract or the ACDBE Subcontracts relating to the period prior to the Assignment Date.

K. Assignee represents and warrants to the County that on or before the date of this Consent it shall have obtained and provided to the County, documentation satisfactory to the County evidencing that it has obtained all necessary permits and/or governmental approvals, including, but not limited to, the necessary business permit or other approval(s) required under the Palm Beach County Vehicle for Hire Ordinance, together with insurance coverage which is acceptable to the County as to the insurer, the form and types of coverage and complies with the insurance requirements of Article 9 of the Assigned Contract.

L. The individual executing this Consent on behalf of Assignee is fully authorized and empowered by Assignee to execute this Consent, affirm the representations and warranties of Assignee, and bind Assignee to all of the terms and conditions of this Consent.

M. The individual executing this Consent on behalf of Assignor is fully authorized and empowered by Assignor to execute this Consent, affirm the representations and warranties of Assignor, and bind Assignor to all of the terms and conditions of this Consent.

NOW, THEREFORE, in consideration of the parties' representations, warranties, and covenants and agreements expressed herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor waives and does hereby release the County from any and all claims and rights it had or has against the County in connection with the Assigned Contract.

2. Assignee agrees to be bound by and to perform the Assigned Contract and the ACDBE Subcontracts in accordance with all of the terms and conditions contained in the Assigned Contract and the ACDBE Subcontracts. Assignee shall assume all obligations and liabilities of Assignor under the Assigned Contract and the ACDBE Subcontracts arising from and after the Assignment Date.

3. County recognizes Assignee as Assignor's successor in interest in and to the Assigned Contract. Assignee, by and from the Assignment Date, becomes entitled to all rights, titles, and interests of Assignor in and to the Assigned Contract as if Assignee were the original party to the Assigned Contract. On and after the Assignment Date, all notices to Assignee shall be delivered to Assignee, at the following address:

WHC WPB, LLC
1700 N. Florida Mango Road
West Palm Beach, Fl. 33409
FAX: (561) 689-6255

4. Except as expressly provided in this Consent, nothing shall be construed as a waiver or release of any rights County had, has or may have against Assignor.

5. Subject to the agreements, warranties and representations stated in this Consent, County does hereby Consent to the assignment, transfer and conveyance of the Assigned Contract and Assignee's assumption of all of Assignor's rights, titles, duties, obligations and interests under the Assigned Contract in accordance with the terms described above.

6. The parties acknowledge and agree that this Consent is subject to and contingent upon receipt by County of: (i) evidence that Assignee has obtained the insurance required under Article 9 of the Assigned Contract, as amended by this Consent, effective on or before the Assignment Date; and (ii) Payment Security that complies with the requirements of Section 5.11 of the Assigned Contract, which shall be effective upon the Assignment Date.

7. This Consent shall not waive any rights of the County, except as may be expressly waived herein, or impose any additional obligations, responsibilities or liabilities on the County in connection with the Assigned Contract.

8. Assignor and Assignee acknowledge and agree that any amendments or modifications to the ACDBE Subcontracts are subject to prior written approval of the Department of Airports.

9. The Assigned Contract, as affected by this Consent shall remain in full force and effect. Each party has executed this Consent as of the day and year first above written. This Consent may be executed in counterparts.

(SIGNATURES FOLLOW)

EXECUTED BY ASSIGNOR:

DATE: 8-15-19

WITNESSES:

By: [Signature]
Print Name: Diane Forthuber

By: [Signature]
Print Name: Artilya E. Brown

ASSIGNOR:

SE FLORIDA TRANSPORTATION, LLC

By: [Signature]

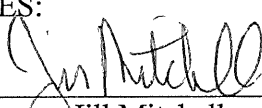
Print Name: Terry Oates

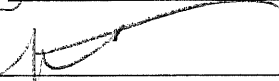
Title: Treasurer + Vice President

EXECUTED BY ASSIGNEE:

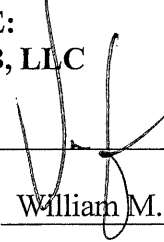
DATE: August 15, 2019

WITNESSES:

By: 
Print Name: Jill Mitchell

By: 
Print Name: Rhonda Free

ASSIGNEE:
WHC WPB, LLC

By: 
Print Name: William M. George

Title: CEO

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS:

DATE: _____

ATTEST:

**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

**SHARON R. BOCK,
CLERK & COMPTROLLER**


By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS & CONDITIONS:

By: _____
County Attorney

By:  _____
Director, Department of Airports