



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2025</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$206,555</u>	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$206,555</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 X  
 Does this item include the use of federal funds? Yes \_\_\_ No X

Budget Account No: Fund 4100 Department 120 Unit 1340 Object 3401  
 Reporting Category \_\_\_\_\_

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

The Agreement provides for renewal terms through September 30, 2023. The Agreement has been renewed through March 31, 2022. Approval of this item provides budget for the Agreement through September 30, 2022. The fiscal impact above is for reimbursement to 4R Services for staffing services under the Agreement in an amount not to exceed \$206,555 for 12 months staffing fees in the amount of \$14,712.88 per month plus \$30,000 in reimbursable expenses through September 30, 2022. 4R Services remits per-trip fees of \$2.50 per taxi/sedan trip; however, the amount of per-trip fees is uncertain and cannot be reliably estimated, and are therefore not included above.

C. Departmental Fiscal Review: Walter J. Anderson

**III. REVIEW COMMENTS**

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

John M. ... 1/20/22  
 OFMB  
 1-19-22

Angela ... Hoe Davis Jacobowitz  
 Contract Dev. and Control  
 1-24-22

**B. Legal Sufficiency:**

Anne ... 1-26-22  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 11/17

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

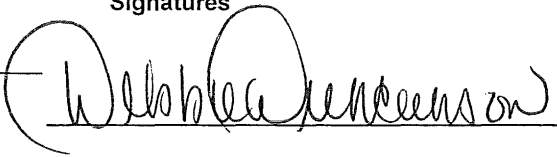
**BUDGET TRANSFER**  
 BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA

Advantage Document Numbers:  
 BGEX 011822/703

Fund 4100      Airport Operating Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/18/2022	REMAINING BALANCE
<u>Expenditures</u>								
120-1340-3401	lotb Non Infrastructure	2,539,431	2,539,431	206,555	0	2,745,986	2,689,546	56,440
120-9900-9901	Contingency Reserves	35,111,715	35,111,715	0	206,555	34,905,160	0	34,905,160
<b>Total Appropriations &amp; Expenditures</b>				<u>206,555</u>	<u>206,555</u>	<u>0</u>		

	<b>Signatures</b>	<b>Date</b>	
OFMB		1/18/22	By Board of County Commissioners
INITIATING DEPARTMENT/DIVISION			At Meeting of
Administration/Budget Department Approval			February 8, 2022
OFMB Department - Posted			Deputy Clerk to the Board of County Commissioners

PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS  
Dave Kerner, Mayor  
Robert S. Weinroth, Vice Mayor  
Maria G. Marino  
Gregg K. Weiss  
Maria Sachs  
Melissa McKinlay  
Mack Bernard

# Palm Beach

INTERNATIONAL AIRPORT

COUNTY ADMINISTRATOR  
Verdenia C. Baker  
DEPARTMENT OF AIRPORTS



VIA FEDEX 8717 9333 1590

June 17, 2021

WHC Worldwide, LLC  
ATTN: William M. George, C.E.O.  
1300 Lydia Avenue  
Kansas City, MO 64106

Re: Airport On-Demand Ground Transportation Services Agreement dated October 15, 2020 (R2021-0416) ("Agreement")

Dear Mr. George:

As you know, the Initial Term of the Agreement expires September 30, 2021. Section 3.03 of the Agreement provides as follows:

*3.03 **Renewal Term.** Upon the expiration of the Initial Term, County shall have the option, in its sole and absolute discretion, to renew this Agreement on a month-to-month basis, or for multiple monthly periods, not to exceed a total of twenty-four (24) months (each such period of renewal, a "Renewal Term"). County shall provide written notice to Operator of its desire to renew this Agreement for one (1) or more renewal terms at least ninety (90) days prior to the expiration of the Initial Term, or if renewed, at least thirty (30) days prior to the expiration of the then-current Renewal Term. In the event County elects to renew this Agreement, effective upon the date specified in County's written notice to Operator, this Agreement shall automatically be considered to be renewed for the term specified in County's notice, upon the same terms and conditions. In the event County does not renew this Agreement at the end of the Initial Term, or at the end of any Renewal Term, this Agreement shall terminate at the end of the then-current Term, and Operator shall have no further rights hereunder.*

Please accept this letter as written notice that the County is exercising its option to renew this Agreement through December 31, 2021. In the event further extension is required, we will notify you no less than thirty (30) days prior to the expiration of the first Renewal Term. Effective October 1, 2021, payment for Minimum Staffing Services pursuant to Section 5.08(B), Payments to Operator for Services, will be increased to \$14,712.88 per month. The Per-Trip Fee remains unchanged.

Please provide a continuation certificate for the Payment and Performance Security under Section 5.12 of the Agreement, which is scheduled to expire September 30, 2021. The Payment and Performance Security shall be returned following County's receipt and acceptance of the final Annual Report under Section 5.09 of the Agreement; therefore please extend the Payment and Performance Security through at least March 31, 2022.

If you have any questions, please do not hesitate to call me at 561-471-7403.

Sincerely,

  
Laura Beebe  
Director of Airports

cc: Ray Walter, Deputy Director of Real Estate and Concessions

846 PALM BEACH INTERNATIONAL AIRPORT  
West Palm Beach, Florida 33406-1470  
(561) 471-7400 FAX: (561) 471-7427 www.pbia.org

PALM BEACH COUNTY GLADES AIRPORT  
Pahokee

PALM BEACH COUNTY PARK AIRPORT  
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT  
Palm Beach Gardens

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PALM BEACH COUNTY  
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Gregg K. Weiss, Vice Mayor  
Maria G. Marino  
Dave Kerner  
Maria Sachs  
Melissa McKinlay  
Mack Bernard

# Palm Beach

INTERNATIONAL AIRPORT

COUNTY ADMINISTRATOR  
Verdenia C. Baker  
DEPARTMENT OF AIRPORTS



**Via Fedex # 7752 7455 6089**

November 22, 2021

Arielle Richardson  
4R Services, LLC  
1730 S. Federal Highway  
Delray Beach, FL 33483

RE: Airport On-Demand Ground Transportation Services Agreement at the Palm Beach International Airport ("Agreement")

Dear Ms. Richardson:

As you're aware, the Initial Term of the Agreement expired September 30, 2021. In my June 17, 2021, letter to WHC Worldwide, the Agreement's former Operator, the Renewal Term was extended to December 31, 2021. As provided in Section 3.03 of the Agreement:

*3.03 Renewal Term. Upon the expiration of the Initial Term, County shall have the option, in its sole and absolute discretion, to renew this Agreement on a month-to-month basis, or for multiple monthly periods, not to exceed a total of twenty-four (24) months (each such period of renewal, a "Renewal Term"). County shall provide written notice to Operator of its desire to renew this Agreement for one (1) or more renewal terms at least ninety (90) days prior to the expiration of the Initial Term, or if renewed, at least thirty (30) days prior to the expiration of the then-current Renewal Term. In the event County elects to renew this Agreement, effective upon the date specified in County's written notice to Operator, this Agreement shall automatically be considered to be renewed for the term specified in County's notice, upon the same terms and conditions. In the event County does not renew this Agreement at the end of the Initial Term, or at the end of any Renewal Term, this Agreement shall terminate at the end of the then-current Term, and Operator shall have no further rights hereunder.*

Please accept this letter as written notice that the County is exercising its option to renew this Agreement through March 31, 2022. In the event a further extension is required, we will notify you no less than thirty (30) days prior to the expiration of the second Renewal Term. The payment for Minimum Staffing Service and the Per-Trip Fee remain unchanged.

Please provide a continuation certificate for your \$25,000 Bond #PR2731471 which is scheduled to expire December 31, 2021. This Bond shall be returned following the County's receipt and acceptance of the final Annual Report due pursuant to Section 5.09 of the Agreement; therefore, please extend the Bond through at least June 30, 2022.

If you have any questions, please do not hesitate to contact me at (561) 471-7430.

Sincerely,

Handwritten signature of Laura Beebe in black ink.

Laura Beebe  
Director of Airports

cc: Ray Walter, Deputy Director Airports Real Estate & Concessions  
Rebecca Reed, Assistant Airports Properties Manager  
Arielle Richardson, 4R Services (via e-mail to [arielle@yellowcabpbc.com](mailto:arielle@yellowcabpbc.com))

G:\AGREEMENT LIBRARY\Metro Taxi 2021 = 4R Services\Correspondence\LtrTo4R\ExtendTermto033122.112221.docx

846 PALM BEACH INTERNATIONAL AIRPORT  
West Palm Beach, Florida 33406-1470  
(561) 471-7400 FAX: (561) 471-7427 [www.pbia.org](http://www.pbia.org)

PALM BEACH COUNTY GLADES AIRPORT  
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Maria Sachs  
Melissa McKinlay  
Mack Bernard

# Palm Beach

INTERNATIONAL AIRPORT

COUNTY ADMINISTRATOR  
Verdenia C. Baker  
DEPARTMENT OF AIRPORTS



November 2, 2021

Arielle Richardson  
4R Services, LLC  
1730 S. Federal Highway  
Delray Beach, FL 33483

Brock Rosayn  
Metro Taxi of Florida, LLC  
1730 S. Federal Highway  
Delray Beach, FL 33483

William M. George  
WHC WPB, LLC d/b/a zTrip  
1300 Lydia Avenue  
Kansas City, MO 64106

RE: Consent to Assignment and Assumption of Airport On-Demand Ground Transportation Services Agreement at the Palm Beach International Airport (R-2021-0416) ("Agreement")

Dear Ms. Richardson, Mr. Rosayn and Mr. George:

Pursuant to authority given in Section 21.22 of the Agreement, this will serve to acknowledge Palm Beach County's consent to assignment of the Agreement, as provided in Article 14 of the Agreement, as follows:

1. Assignment and Assumption Agreement between WHC WPB, LLC d/b/a zTrip and Metro Taxi of Florida, LLC, assigning the Agreement to Metro Taxi of Florida, LLC, effective as of June 30, 2021; and
2. Assignment and Assumption Agreement between Metro Taxi of Florida, LLC, to 4R Services, LLC, assigning the Agreement to 4R Services, LLC, effective as of June 30, 2021.

Copies of the Assignment and Assumption Agreements listed in (1) and (2) above are attached and incorporated herein by reference. If you have any questions please contact Rebecca Reed at 561-656-5944.

Sincerely,

A handwritten signature in cursive script that reads "Laura Beebe".

Laura M. Beebe  
Director of Airports

cc: Ellyn Bogdanoff, Esq.  
Rebecca Reed

846 PALM BEACH INTERNATIONAL AIRPORT  
West Palm Beach, Florida 33406-1470  
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Pahokee

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Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT  
Palm Beach Gardens

"An Equal Opportunity-Affirmative Action Employer"

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement ("Agreement") is made effective as of June 30, 2021, between WHC WPB, LLC, a Florida limited liability company ("Assignor"), and METRO TAXI OF FLORIDA, LLC, a Florida limited liability company ("Assignee"),

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 30, 2021 ("Purchase Agreement"); and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Assumed Contracts set forth in the Purchase Agreement and Assignee desires to accept such assignment, transfer and conveyance, all pursuant to the terms and provisions hereof.

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

1. Assignment and Assumption. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to Assumed Contracts, effective as of the Closing. Assignee hereby accepts the Assignment and assumes all duties, obligations and liabilities of Assignor arising under the Assumed Contracts from and after the Closing.

2. Miscellaneous. Capitalized terms used herein but not otherwise defined shall have the meaning assigned to such terms in the Purchase Agreement. This Agreement may be executed in counterparts. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, legal representatives and permitted assigns. This Agreement shall be governed by the laws the State of Florida, without regard to the conflict of laws principles thereof.

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.

**BUYER:**

METRO TAXI OF FLORIDA, LLC,

By: 

Name:

Title:

**SELLER:**

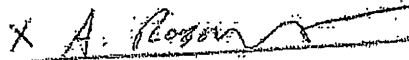
WHC WPB, LLC

By: WHC Worldwide, LLC, as sole member

By: 

William M. George, as managing member

X   
Arielle Richardson

X   
Alex Pasarsan

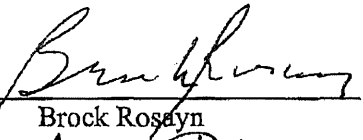
**Updated Schedule 3.5 to Asset Purchase Agreement**

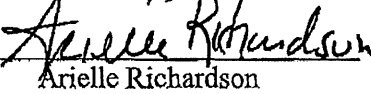
**Assumed Contracts**

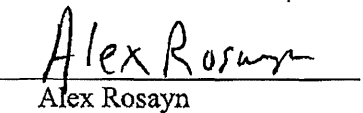
- Lease Agreement, dated March 10, 2021, by and between Seller and KVA Belvedere LLC [In lieu of assignment of the lease, Buyer will attempt to negotiate a new lease agreement with landlord prior to closing.]
- Total Print Management Agreement, dated August 22, 2019, by and between Laser Options and Seller.
- All current revenue contracts operated by Seller, including; Airport On-Demand Ground Transportation Services Agreement with Palm Beach County for the Palm Beach International Airport dated October 15, 2020, Children's Services, Ride2MD, Logisitcare/ModivCare, Access2Care, MTM, National Med Trans, Palm Beach County Courthouse, Access Transport Services, and PBC Finance Department.
- Medi-Wheels of the Palm Beaches, Inc. contract to provide ACDBE services in support of the Airport On-Demand Ground Transportation Services Agreement with Palm Beach County for the Palm Beach International Airport dated October 15, 2020.

Signed and dated this 29<sup>th</sup> day of June, 2021

**4R SERVICES, LLC**

By:   
Brock Rosayn

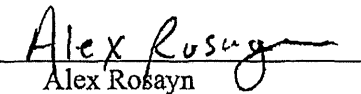
By:   
Arielle Richardson

By:   
Alex Rosayn

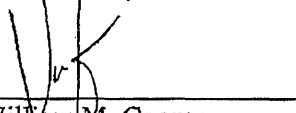
**METRO TAXI OF FLORIDA, LLC**

By:   
Brock Rosayn

By:   
Arielle Richardson

By:   
Alex Rosayn

**WHC WPB, LLC**

By:   
William M. George  
Chief Executive Officer



## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is made effective as of June 30, 2021, between Metro Taxi of Florida, LLC, a Florida limited liability company ("Assignor" or "Metro"), and 4R Services, LLC, a Florida limited liability company ("Assignee" or "4R").

### RECITALS

A. Whereas, WHC WPB, LLC, a Florida limited liability company, d/b/a zTrip ("WHC") and Palm Beach County, a political subdivision of the State of Florida ("County") entered into that certain Airport On-Demand Ground Transportation Services Agreement dated October 15, 2020 (R-2021-0416), (the "Airport Agreement"), which provides for on-demand ground transportation services at the Palm Beach International Airport. The Airport Agreement, together with all exhibits thereto, is incorporated herein by reference; and

B. Whereas, WHC and Medi-Wheels of the Palm Beaches, Inc. ("Medi") entered into a subcontract agreement, under which Medi provides for dispatching services as a certified Airport Concession Disadvantaged Business Enterprise ("ACDBE") in support of WHC's ACDBE participation commitment under the Airport Agreement (the "Medi Subcontract"); and

C. Whereas, WHC and A1A Transportation Group ("A1A") and R&R Florida Group, LLC dba Metro Taxi ("R&R"), entered into a subcontract agreement, under which A1A and R&R provided certain ground transportation services as a subcontractor to WHC under the Airport Agreement (the "A1A Subcontract"); and

D. Whereas, WHC and Metro entered into that certain Asset Purchase Agreement (the "APA"), which was consummated as of June 30, 2021. Pursuant to the APA WHC and Metro entered an Assignment and Assumption Agreement (the "Assignment from WHC to Metro"), effective as of June 30, 2021, whereby WHC assigned, transferred, conveyed and delivered to Metro all of WHC's obligations, rights, title and interest in and to certain agreements, including the Airport Agreement, the Medi Subcontract and A1A Subcontract (collectively, the "Contracts"), and Metro assumed all duties, obligations and liabilities in and to the Contracts. The Assignment from WHC to Metro is attached as Exhibit "A"; and

E. Whereas, Metro desires to assign, transfer, convey and deliver to 4R, all of Metro's obligations, rights, title and interest in and to the Contracts; and 4R desires to accept such assignment, transfer and conveyance, all pursuant to the terms and provisions hereof; and

F. Whereas, pursuant to Article 14 of the Airport Agreement, no interest in, or subcontract of, any rights under the Airport Agreement may be assigned, transferred or otherwise conveyed, 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"); and

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

1. Metro hereby irrevocably assigns, transfers, conveys and delivers to 4R, all of Metro's right, title and interest in and to the Contracts, effective as of June 30, 2021 (the "Effective Date of the Assignment") (the "Assignment").

2. 4R hereby accepts the Assignment and assumes all duties, obligations and liabilities of Assignor arising under the Contracts, from and after the Effective Date of the Assignment (the "Assumption").

3. 4R and Medi have entered into that certain Contractor Agreement, effective as of June 30, 2021, a copy of which is attached as Exhibit "B" (the "Medi Agreement") to redefine the roles and responsibilities of Medi and 4R, in support of the ACDBE participation commitment under the Airport Agreement. The Medi Agreement terminates and replaces the Medi Subcontract. 4R desires that County consent to the Medi Agreement.

4. 4R and A1A have entered into that certain Memorandum of Understanding, effective as of June 30, 2021, a copy of which is attached as Exhibit "C" (the "A1A MOU") to redefine the roles and responsibilities of A1A and 4R, under 4R's operation of the Airport Agreement. The A1A MOU terminates and replaces the A1A Subcontract. 4R desires that County consent to the A1A MOU.

5. 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.

6. Metro and 4R each represent and warrant to each other and to County, that each has all necessary organizational power and authority to execute this Agreement and to perform their respective obligations hereunder; the signing and performance by each party hereto of this Agreement has been duly authorized by all necessary action on each party's part; and this Agreement has been fully and validly signed by Metro and 4R and constitutes the legal, valid and binding obligations of Metro and 4R, enforceable against Metro and 4R in accordance with its terms.

7. 4R Services, LLC desires that notices under the Airport Agreement be sent to:

4R Services, LLC  
ATTN: Arielle Richardson  
1730 S. Federal Highway  
Delray Beach, FL 33483

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

9. Metro and 4R each acknowledge and agree this Agreement is expressly conditioned upon, and shall be subject to, Consent by County. In the event the County does not issue such Consent, this Agreement shall be void.

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.

(SEE SIGNATURES ON FOLLOWING PAGE)

**ASSIGNOR:**

METRO TAXI OF FLORIDA, LLC  
a Florida limited liability company

By: Brock Paul  
Name: Brock Rosayn  
Its: manager  
Date: 6/30/21

**ASSIGNEE:**

4R SERVICES, LLC  
a Florida limited liability company

By: Arielle Putter  
Name: Arielle Richardson  
Its: manager  
Date: 6/30/21

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement ("Agreement") is made effective as of June 30, 2021, between WHC WPB, LLC, a Florida limited liability company ("Assignor"), and METRO TAXI OF FLORIDA, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of June 30, 2021 ("Purchase Agreement"); and

WHEREAS, Assignor desires to assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to the Assumed Contracts set forth in the Purchase Agreement and Assignee desires to accept such assignment, transfer and conveyance, all pursuant to the terms and provisions hereof.

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

1. Assignment and Assumption. Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to Assumed Contracts, effective as of the Closing. Assignee hereby accepts the Assignment and assumes all duties, obligations and liabilities of Assignor arising under the Assumed Contracts from and after the Closing.

2. Miscellaneous. Capitalized terms used herein but not otherwise defined shall have the meaning assigned to such terms in the Purchase Agreement. This Agreement may be executed in counterparts. This Agreement shall be binding upon and inure to the benefit of the parties and their successors, legal representatives and permitted assigns. This Agreement shall be governed by the laws the State of Florida, without regard to the conflict of laws principles thereof.

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.

X Arielle Richardson  
Arielle Richardson

X Alex Resman  
Alex Resman

BUYER:

METRO TAXI OF FLORIDA, LLC  
By: [Signature]  
Name: [Signature]  
Title:

SELLER:

WHC WPB, LLC  
By: WHC Worldwide, LLC, as sole member  
By: [Signature]  
William M. George, as managing member

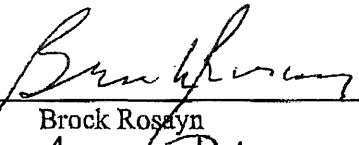
**Updated Schedule 3.5 to Asset Purchase Agreement**

**Assumed Contracts**

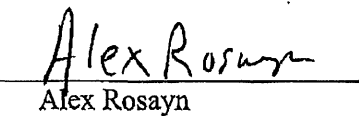
- Lease Agreement, dated March 10, 2021, by and between Seller and KVA Belvedere LLC [In lieu of assignment of the lease, Buyer will attempt to negotiate a new lease agreement with landlord prior to closing.]
- Total Print Management Agreement, dated August 22, 2019, by and between Laser Options and Seller.
- All current revenue contracts operated by Seller, including; Airport On-Demand Ground Transportation Services Agreement with Palm Beach County for the Palm Beach International Airport dated October 15, 2020, Children's Services, Ride2MD, Logisitcare/ModivCare, Access2Care, MTM, National Med Trans, Palm Beach County Courthouse, Access Transport Services, and PBC Finance Department.
- Medi-Wheels of the Palm Beaches, Inc. contract to provide ACDBE services in support of the Airport On-Demand Ground Transportation Services Agreement with Palm Beach County for the Palm Beach International Airport dated October 15, 2020.

Signed and dated this 29<sup>th</sup> day of June, 2021

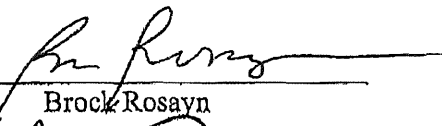
**4R SERVICES, LLC**

By:   
Brock Rosayn

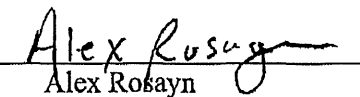
By:   
Arielle Richardson

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Alex Rosayn

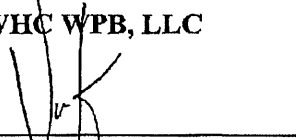
**METRO TAXI OF FLORIDA, LLC**

By:   
Brock Rosayn

By:   
Arielle Richardson

By:   
Alex Rosayn

**WHC WPB, LLC**

By:   
William M. George  
Chief Executive Officer

## SUBCONTRACTOR AGREEMENT

This agreement (the "Agreement") is made and entered by and between 4R Services, LLC dba Metro Taxi dba Yellow Cab, located at 8040 Belvedere Road, West Palm Beach, FL, 33411 ("Concessionaire") and Medi-Wheels of the Palm Beaches, Inc., located at 3800 S. Congress Avenue, Boynton Beach, FL 33461 ("Contractor") and is entered into as of June 30, 2021 (the "Effective Date")

### WITNESSETH

WHEREAS, Concessionaire has been awarded a certain Airport Ground Transportation Agreement by Palm Beach County ("County") (R-2021-0416), commencing as of October 15, 2020 (the "Airport Agreement") for the provision of on-demand ground transportation services from the Palm Beach International Airport ("Airport").

WHEREAS, in the performance of such services, Concessionaire desires and has agreed to maximize opportunities in the utilization of certified ACDBE firms during the term thereof; and WHEREAS, it is anticipated that this agreement will provide for a minimum of ninety percent (90%) ACDBE participation of the outside services purchased in support of the Airport Agreement; and WHEREAS, Contractor is a duly certified ACDBE capable of and experienced in the provision of services for which it agrees to undertake in this Agreement.

Now, therefore, the parties agree as follows:

### ARTICLE I-TERM

The term of this Agreement shall commence on the effective date first written above and shall have an Initial term of one (1) year. This agreement will automatically terminate if the Airport Agreement entered by Concessionaire terminates. Further causes for termination are in accordance with the provisions of Article IV hereof.

### ARTICLE II - CONTRACTOR'S DUTIES

Contractor shall be responsible (a) for operation and management of the Airport counters of Concessionaire both within and adjacent to the Airport and (b) for the performance of necessary vehicle operations and curbside functions, all as more particularly set forth in Attachment 1 hereto (hereinafter "Service" or the "Services".) Position descriptions are identified in Attachment 2 hereof. All Services shall be performed by Contractor's employees under the direction and control of Contractor. Contractor shall be solely responsible for the hiring, firing, training, and controlling employees employed by Contractor for the performance of the Services hereunder.

### ARTICLE III - GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONTRACTOR

Contractor represents:

1. That it has reviewed the Airport Agreement, which by this reference is incorporated herewith, is familiar with the duties and responsibilities of Concessionaire pursuant to the Airport Agreement and will provide its Services at all times consistent with and in compliance of those duties and responsibilities.
2. That it is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement. Contractor has all necessary power and authority to enter into and perform its obligations under this Agreement and within the State of Florida, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid, and binding obligation of the Contractor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Contractor is a party that may restrain or bar the provision of the Services by Contractor is pending or threatened.

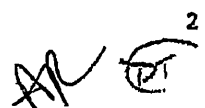
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3. That it shall at all times perform the Services in a professional and workmanlike manner. The Services will be performed in a professional and workmanlike manner in accordance with the best industry standards and the professional standards used in well managed operations similar to the Services.
4. That if, in the sole judgment of Concessionaire, any Service is found improperly performed by Contractor or deficient in any manner, Concessionaire shall provide Contractor with prompt written notice of same and allow Contractor to cure any defect within one week or (7) days of receipt of written notice from Concessionaire. If such defect is cured within the time set forth herein, then such defect shall be deemed cured and no breach or default under this Agreement shall have occurred. However, if there are repetitive violations, regardless of the ability to cure, Concessionaire may provide prior written notice to Contractor of its intent to terminate the relationship with a copy to the airport director detailing the reasons for the termination, which termination shall be subject to prior approval of the airport director. Contractor will have five (5) days from the date of the notice to respond notice of its intent to terminate, detailing the reasons the termination should not be approved by the airport director.
5. That, as of the Effective Date, it is not a party to any oral or written contract or understanding with any third party that is competitive or inconsistent with this Agreement and/or Contractor's obligations or performance under this Agreement or that shall in any way limit or conflict with its ability to fulfill the terms of this Agreement. Contractor further represents, warrants, and covenants that it shall not enter into any such contract or understanding during the Term.
6. That Contractor shall use its best effort to insure that neither Contractor nor any employee or representative of Contractor that is involved in the performance of the Services is, or during the Term shall become, the target of or designated under any sanctions program that is established by statute or regulation of the United States, by Executive Order of the President of the United States or by designations of any department or agency of the United States government including those designations reflected in the "List of Specially Designated Nationals and Blocked Persons" of the Office of Foreign Assets Control, U.S. Department of the Treasury, as may be updated from time to time. If Contractor or any Representative or subcontractor of Contractor that is involved in the performance of the Services becomes the target of or designated under any such sanctions program during the Term, Contractor shall immediately notify Concessionaire thereof.
7. That Contractor shall neither disclose to Concessionaire or any of its affiliates, nor induce Concessionaire or any of its affiliates to use any secret or confidential information or material belonging to any third party.
8. That performance by Contractor, its employees, agents, and/or subcontractors of the Services shall be in compliance with all applicable local, state, and federal laws, rules, and regulations, including without limitation the applicable provisions of the Federal Occupational Safety and Health Act of 1970, as amended, the Fair Labor Standards Act, the Fair Employment Practices Law, the Equal Pay Act, and the Immigration Reform Act of 1986. Where applicable, Contractor shall comply with Executive Order 11246, the Rehabilitation Act of 1973, and the Vietnam Era Veteran Readjustment Assistance Act.
9. That Contractor shall, prior to the start of Services by Contractor, determine & confirm in writing to Concessionaire that each employee and/or representative of Contractor who participates in this agreement is legally authorized to work in the United States. Contractor shall have the responsibility to complete the Department of Labor's Form I-9 and to retain it for the statutorily designated period. If so, requested by Concessionaire, Contractor shall provide copies of such Forms I-9 to Concessionaire from time to time unless such disclosure shall be prohibited by applicable law.
10. That this Agreement is understood not to confer a license to Contractor, its employees, assigns or affiliated entities, to use any of the Department's, or the Airport's intellectual property, including any of logos, designs, and copyrighted publications. Contractor shall not use the Department's or the Airport's intellectual property, or any intellectual property confusingly similar to the Airport's intellectual property, without the Aviation General Manager's prior written consent.

#### ARTICLE IV - TERMINATION

##### 1. Rights to Terminate.

- (a) Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party in the event that

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the other Party shall file in any court or agency, pursuant to any statute or regulation of any state or country, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of such other Party or of its assets, or if the other Party proposes a written agreement of composition or extension of its debts, or if the other Party shall be served with an involuntary petition against it, filed in any insolvency proceeding, or if the other Party shall propose or be a party to any dissolution or liquidation, or if the other Party shall make an assignment for the benefit of its creditors, unless such a filing is withdrawn within the sixty (60) day period.

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ii. Contractor may terminate this Agreement upon Material Breach by the other of the terms hereof, and that breach remains uncured after expiration of 7 days after notice. It is understood by the parties that the term "material breach" as used in this sub-paragraph is a breach of such magnitude as to defeat the purpose of the Agreement and of such significant impact as to render the Agreement irreparably broken.

(b) Notwithstanding any provision of this agreement to the contrary, the parties acknowledge and agree that the termination of this agreement shall be subject to prior written consent of the County as provided in the Airport Agreement and 49 CFR Part 26.53.

## 2. Termination of Medi-Wheels Contract.

4R Services, LLC is successor by assignment from WHC WPB, LLC ("WHC") to WHC's interest. The agreement between WHC and Medi-Wheels of the Palm Beaches was to provide certain staffing functions with ACDBE participation. Upon execution of this Contract, the previous Medi-Wheels contract with WHC shall be terminated in its entirety and the parties shall be relieved of all further obligations thereunder, other than those that expressly survive expiration or termination of the original contract.

## 3. Effect of Termination or Expiration.

(a) Upon the effective date of the expiration or termination of this Agreement, the Contractor shall immediately cease performance of the Services. Upon the effective date of any expiration or termination of this Agreement, Contractor shall return to Concessionaire all property of Concessionaire, whether tangible or intangible, including all information confidential to Concessionaire. Contractor shall remove nothing from the Service locations without the express consent of Concessionaire and shall retain all records of payroll and expenses incurred, and payments received in the performance of the Services for a period of two (2) years after termination.

(b) Within thirty (30) days after the effective date of the expiration or termination, Contractor shall deliver to Concessionaire a final accounting of (i) all Services provided, and (ii) all amounts paid by Concessionaire to Contractor through the date of termination. Concessionaire's sole obligation to Contractor upon termination shall be to pay Contractor, subject to Article 111 hereof, any monies due Contractor for Services actually performed and reasonable expenses actually incurred in accordance with the payment terms outlined in Article V.

## ARTICLE V- PAYMENT TERMS

1. Contractor "Airport" division. Contractor shall form an "Airport" division within its corporation in which all expenses and revenues relating to the Services performed pursuant to this Agreement shall be accounted for with records maintained separate from other of its corporate activities. All Services contemplated by this Agreement shall be performed by and through this Airport Division. Contractor shall provide to Concessionaire on Monday of each payroll week during the term hereof the actual payroll of Contractor for the pay period together with such supporting documentation as required by Concessionaire. Contractor shall issue payment to its employees bi-weekly on Fridays of the bi-week. On or before Thursday of the biweek when payroll is due, Concessionaire shall fund payment through bank wire or other similar

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means directly to Contractor's payroll account.

2. **Compensation.** Concessionaire will pay Contractor its gross wages for each hour worked (including vacation & other hours required) under this Agreement, together with a 10% management fee on these gross wages. Concessionaire will also reimburse Contractor's actual costs for employer taxes, worker's compensation, and Employee Health Insurance. Any other expense incurred by Contractor, which is directly related to the agreement, will be subject to reimbursement provided that the expense is approved in advance by Concessionaire.
3. **Unreasonable or unauthorized charges.** Notwithstanding the foregoing, Concessionaire shall not pay Contractor for any costs that are unreasonable in nature or amount. Nor shall Concessionaire reimburse Contractor for any costs that are not directly allocable to the Agreement, i.e., do not benefit solely Contractor's performance. Palm Beach County code section 2-149(e) provides for the applicable living wage. Gross wage increases for the positions specified hereinabove or in an attachment hereto must be reasonable and not to exceed the Revised Consumers Index, All Urban Consumers for Miami-Fort Lauderdale, FL, published by the Bureau of Labor Statistics of the U.S. Department of Labor. Any annual escalation in excess of 3% shall be presumed unreasonable.
4. **Assessment of fines.** Any and all fines or penalties assessed by the County to Concessionaire relating to or arising out of the Services undertaken by Contractor under this Agreement shall be fully reimbursed by Contractor to Concessionaire. This right shall be in addition to any other rights available to Concessionaire under this Agreement or at law or in equity.

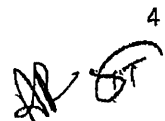
#### ARTICLE VI INSURANCE AND INDEMNIFICATION

1. Contractor shall procure at Contractor's expense and maintain in effect throughout the term of this Agreement, a standard form policy or policies, of insurance on an occurrence basis, for the foregoing stated liability, in the following types and amounts.
  - (a) Workers' Compensation Insurance as required by the laws of the State of Florida.
  - (b) Broad form property damage and contractual insurance as a result of a single occurrence.
2. Contractor shall furnish Concessionaire with certificates of insurance from a responsible Insurance Company evidencing coverage of Contractor's operations at the Airport and the period of the policies, and indicate the type, kind, and amount of insurance in effect. All policies shall identify Concessionaire, its authorized officers, agents, employees, directors, volunteers, and representatives as certificate holders if and to the extent permitted. Concessionaire shall be provided with at least thirty (30) days advance notice, in writing, of cancellation or of any material change. Certificates must be issued to:

4R Services, LLC  
8040 Belvedere Road  
West Palm Beach, Florida, 33411
3. Contractor reserves the right to obtain relevant endorsements, declaration pages, and/or a complete copy of the insurance policies from Contractor evidencing the coverage required herein, upon written demand.
4. The failure of the County or Concessionaire, at any time or from time to time, to enforce the foregoing insurance provisions shall not constitute a waiver of those provisions or in any respect reduce the obligations of Contractor to defend and hold the County and Concessionaire harmless with respect to any items of injury or damage covered by this Agreement.

#### ARTICLE VII- INDEMNIFICATION, LIMITATION OF LIABILITY

1. Contractor shall defend, indemnify and hold harmless Concessionaire, its officers, directors, shareholders and affiliates, and the County and their respective Representatives from and against all liabilities, losses, claims, costs, expenses (including reasonable attorney's fees, consultant fees, and expert fees) and damages arising out of or resulting from any willful

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misconduct or negligent act or omission of Contractor and/or its employees or representatives, any breach of any term or condition of this Agreement by Contractor; or any violation by Contractor and/or its employees or Representatives of any local, state, or federal laws, rules, or regulations applicable to the performance of Contractor's obligations under this Agreement.

NEITHER PARTY SHALL ASSERT AND EACH PARTY HEREBY WAIVES ANY CLAIM OR CAUSE OF ACTION IT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE OTHER PARTY AND/OR ITS AFFILIATES ON ANY THEORY OF LIABILITY FOR ANY ONE OR MORE OF SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IT BEING THE INTENTION OF THE PARTIES AND AN INDUCEMENT TO EACH PARTY TO ENTER INTO THIS AGREEMENT THAT SUCH PARTY AND ITS AFFILIATES MAY ONLY BE LIABLE UNDER THIS AGREEMENT FOR ACTUAL AND DIRECT DAMAGES.

#### ARTICLE VIII - CONFIDENTIALITY

1. Contractor and its directors, officers, employees, representatives and agents (each a "Representative") may have access to certain materials, information, and/or data, which Concessionaire or one or more of its affiliates consider to be confidential and proprietary, relating to the intellectual property, know-how, businesses, operations, finances and/or commercial, marketing, research and development and/or other plans and strategies of Concessionaire or its affiliates. All such materials, information and/or data, together with all copies, summaries, notes, analyses and/or studies thereof or pertaining thereto and any data, reports, studies, analyses and/or other work product utilized by Contractor as part of the Services, whether written or recorded in electronic or other formal and on whatever media, are herein collectively referred to as "Confidential Information."
2. During the Term, and for a period of at least five (5) years following any termination, Contractor shall, and shall cause each of its employees or Representatives to hold in confidence and refrain from disclosing and/or using for the benefit of Contractor, any of its employees, Representatives or any third party, any and all Confidential Information. Contractor shall not, and shall cause its Representatives and employees not to, use Confidential Information for any purpose other than in carrying out Contractor's Service obligations under this Agreement without the prior written consent of Concessionaire. These restrictions shall not apply to information which (i) is or becomes public knowledge (through no act or omission of Contractor or any of its Representatives); (ii) is lawfully made available to Contractor by an independent third party which does not owe to Concessionaire or any of its affiliates any duty of confidentiality with respect to such information (and such right can be properly demonstrated by Contractor); (iii) is already in Contractor's possession at the time of initial receipt from Concessionaire or any of its affiliates (and such prior possession can be properly demonstrated by Contractor), in the case of information disclosed by or on behalf of Concessionaire or any of its affiliates; or (iv) is independently developed by Contractor or its employees or Representatives other than in connection with any Services and without use of or reference to any information subject to restriction (and such independent development can be properly demonstrated by Contractor). Disclosure of Confidential Information by Contractor shall not violate this Article VIII to the extent such disclosure is required by order of any governmental authority or agency or required by applicable law; provided, however, that Contractor shall give Concessionaire sufficient advance written notice (unless such notice is legally prohibited) to permit it to seek a protective or similar order, Contractor shall cooperate with Concessionaire's reasonable requests with respect thereto and Contractor shall disclose only the minimum Confidential Information required to be disclosed in order to comply, whether or not Concessionaire seeks or obtains any such protective or other similar order.
3. Contractor shall provide Confidential Information only to Contractor's Representatives who are directly involved in the performance of the Services. Contractor agrees to (i) advise Contractor's employees and Representatives of the proprietary nature of the Confidential Information and the terms and conditions of this Agreement requiring that the confidentiality of such information be maintained and (ii) use all reasonable safeguards to prevent unauthorized use by such Representatives. Contractor shall be responsible for any non compliance with, or breach of, this Agreement by any of Contractor's Representatives.
4. All Concessionaire Confidential information shall be and remain the sole property of Concessionaire, and Contractor shall have no rights or interests (except as expressly provided herein) in or to such Confidential Information.

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#### ARTICLE IX- DATA PRIVACY

Contractor hereby agrees to the following data privacy provisions: Information exchanged and processed hereunder or any derivative of the foregoing may contain personal data about individuals which may be considered confidential (which information may include, but not be limited to, hourly wages, salaries, employee benefits, etc.) and Contractor shall comply with all applicable privacy and data protection laws to which such data is subject. Such information (a) may only be used by or on behalf of Contractor for the purposes set forth in this Agreement and shall not be disclosed or used by or on behalf of Contractor for any other purpose; and (b) shall be protected by Contractor by appropriate physical, technical and administrative safeguards against the loss, misuse or unauthorized or inadvertent disclosure of such information and Contractor shall immediately notify Concessionaire in the event of any act or omission that compromises the security, confidentiality or integrity of such information. Contractor shall not use the information to identify or contact the individuals who are the subjects of the information. Contractor shall ensure that any employee, including any engaged by any subcontractor, to whom it provides such information agrees to the same restrictions and conditions that apply to the Contractor with respect to such information. Upon any termination or expiration of this Agreement pursuant to which such information is exchanged or processed, as applicable, Contractor shall return all such information and any copies thereof to Concessionaire, or upon Concessionaire's request and to the extent permitted by applicable law, shall destroy such information and shall certify to Concessionaire the destruction thereof.

#### ARTICLE X -NON-COMPETITION

During the term of this Agreement, Contractor shall ensure that neither it nor any of its shareholders, directors, officers and employees, directly or indirectly, shall own, manage, operate, control or participate in the ownership, management, operation or control of: or in any manner be connected with, any other on-demand transportation service at the Airport. Contractor may provide staffing services at the Airport but no physical on-demand ground transportation of any kind. This covenant-not-to-compete shall be enforceable by way of claim for specific performance or monetary damages or both and, in the event Concessionaire is required to enforce the terms hereof: Contractor shall be responsible for all Concessionaire's cost of enforcement, including its reasonable attorney's fees. For purposes of this Article, "on-demand ground transportation" shall have the meaning set forth in the Airport Agreement.

#### ARTICLE XI -INDEPENDENT CONTRACTOR STATUS

It is expressly understood and agreed that CONTRACTOR is an independent contractor for the Services provided pursuant to this Agreement, and that CONTRACTOR agrees to defend, indemnify and hold CONCESSIONAIRE harmless from and against any claims, suits, or actions, including reasonable attorney's fees, brought by CONTRACTOR'S, employees or other third parties, any union, the public, or state or federal agencies, arising out of the provision of the Services pursuant to this Agreement. In this regard, CONTRACTOR hereby assumes full control and responsibility over its employees or representatives for all hours scheduled and worked, wages, overtime claims, employment security claims, salaries, workers' compensation and unemployment insurance, state and federal taxes, fringe benefits, and all other costs relating to the use of its personnel and the Services provided by CONTRACTOR pursuant to this Agreement. As required by law, CONCESSIONAIRE agrees to file information tax returns (Form 1099) for CONTRACTOR if CONTRACTOR is paid more than the statutory amount in compensation during a calendar year. CONCESSIONAIRE does not retain control as to the means, manner or method in which CONTRACTOR performs the services provided under this Agreement. Nothing in this Agreement shall be deemed to create the relationship of partnership, joint venture or that of an employer and employee. It is further understood by the parties that CONTRACTOR is responsible for all local, state and federal taxes applicable to its compensation hereunder and that of any employees or contractors of CONTRACTOR and that the CONCESSIONAIRE is not responsible for any employment, Social Security or related taxes or contributions relating to CONTRACTOR'S Services or compensation under this Agreement. CONTRACTOR, for CONTRACTOR and any employees of CONTRACTOR, hereby specifically waives any claim of rights or benefits, whether present or future, relating to any fringe benefits, employee programs or plans, retirement plans, workers' compensation, unemployment compensation or other benefits that may be normally afforded to employees of the CONCESSIONAIRE.

#### ARTICLE XII -AUDITS

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1. Contractor shall maintain accurate and complete records of all accounts, invoices, actual costs, expenses, and/or other information generated by or in Contractor's possession relating to this Agreement (collectively, "Records"). The Records shall be maintained in accordance with recognized commercial accounting practices and retained during the Term and thereafter for a period of three (3) years. Contractor agrees to permit Concessionaire or its representatives to examine and audit the Records at no charge to Concessionaire, with prior written notification and during normal business hours. Concessionaires have access to individual payroll records, together with access to time sheets and related records to the extent necessary to verify charges based on hourly billings.
2. No failure or delay by Concessionaire in exercising its audit rights or discovering issues, errors, discrepancies or other problems in any such audit shall relieve Contractor of any liability, even if such audit would or should have discovered issues, errors, discrepancies or other problems leading to or contributing to Contractor's liability or obligation.

#### ARTICLE XIII – MISCELLANEOUS

1. Notices. All notices, approvals, demands, requests, consents, waivers and other communications (each a "Notice") shall be in writing. Notices shall be validly given or served when (i) hand delivered, (ii) delivered by recognized commercial overnight courier service, or (iii) delivered by registered or certified first class United States mail, postage prepaid, return receipt requested, to the appropriate Party at its address set forth on the signature page hereof, or to such other address as shall have been specified by such Party in a Notice given under this Agreement.
2. Assignment. Contractor shall not assign this Agreement to any person or entity (including by operation of law, judicial process or otherwise) without the prior written consent of Concessionaire whose consent may not be unreasonably withheld.
3. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on Concessionaire, Contractor, and their respective permitted successors and assigns.
4. Headings. The headings used in this Agreement are merely for convenience and shall not limit, alter, or be used to interpret the meaning of any Section hereof.
5. Severability. If any portion of this Agreement or the application thereof to any Party is held by a court of competent jurisdiction to be invalid, illegal, non-binding or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, non-binding or unenforceable portion had never been contained herein and the remaining portions hereof or applications to a Party shall remain in full force and effect. In lieu of the invalid, illegal, non binding or unenforceable portion, there shall be added a portion as similar in terms as possible that is legal, valid, and enforceable and consistent with the Parties' original intent.
6. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Executed signature pages to this Agreement may be delivered by email and such emails shall be deemed as if actual signature pages had been delivered.
7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.
8. Dispute Resolution. Any dispute arising out of or relating to this Agreement ("Dispute") shall be resolved in accordance with the procedures specified in this Section which shall be the sole and exclusive procedures for the resolution of any such Disputes.
  - (a) The Parties shall attempt in good faith to resolve any Dispute promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Any Party may give the other Party written notice of any Dispute not resolved in the normal course of business. Within 20 days from the date of delivery of such notice, the receiving Party shall submit to the other Party a written response. The notice and response shall include (A) a statement of that Party's position and a summary of arguments supporting that position, and (B) the name and title of the executive who will represent that Party and of any other person who will accompany the

executive. Within 30 days from the date of delivery of the initial notice, the executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All reasonable requests for information made by one Party to the other Party shall be honored. All negotiations pursuant to this paragraph are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

(b) If the Dispute has not been resolved by negotiation as provided herein within 20 days from the date of the initial meeting of the executives provided for above, then, upon notice by either Party to the other, the Dispute shall be finally settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (the "Rules"). Unless otherwise stated or modified herein, the Rules shall govern all aspects of the arbitration.

(i) Arbitration initiated under this Agreement shall be held in Palm Beach, FL.

(ii) Within 20 days after the conclusion of the arbitration hearing, the arbitrator shall issue a signed written award that contains a reasoned opinion setting forth findings of fact and conclusions of law on which the award is based, including the calculation of any damages awarded. The award shall be made within six months of the filing of the notice of intention to arbitrate (demand), and the arbitrator shall agree to comply with this schedule before accepting appointment; provided, however, that the above referenced time limit may be extended by agreement of the Parties or by the arbitrator, if necessary under the circumstances. Any court having jurisdiction thereof may enter judgment on the award rendered by the arbitration panel. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both Parties, except that nothing herein shall prevent a Party from disclosing information regarding the arbitration for purposes of enforcing the award.

(c) The prevailing party shall be awarded reasonable attorney fees.

(d) Notwithstanding anything contained in this section to the contrary, each Party shall have the right to institute judicial proceedings against the other Party, or anyone acting by, through or under such other Party, in order to enforce the instituting Party's rights hereunder through specific performance, injunction or similar equitable relief. The statute of limitations of the State of Florida applicable to the commencement of a lawsuit shall apply to the commencement of an arbitration hereunder, except that no defenses shall be available based upon the passage of time during any negotiation or mediation called for by this Section

9. **Waivers; Cumulative Rights and Remedies.** No failure or delay on the part of either Contractor or Concessionaire in exercising any right under this Agreement shall operate as a waiver of, or impair, any such right. No single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right shall have effect unless given in a signed, written document. No waiver of any such right shall be deemed a waiver of any other right under this Agreement.

10. **Force Majeure.** If the performance of the Services or observance of this Agreement or if any obligation herein or therein is prevented or delayed by reason beyond the reasonable control of Contractor or Concessionaire, including an act of God, civil commotion, pandemic, storm, fire, riots, strikes, legal moratorium, war, acts of terrorism, revolution or action by government, the Party so affected shall, upon prompt notice of such cause being given to the other Party, be excused from such performance or observance to the extent of such prevention or during the period of such delay, provided that the Party so affected shall use its reasonable best efforts to avoid or remove the cause or causes of non-performance and observance with utmost dispatch.

11. **Further Assurances.** Each Party shall promptly do, execute, acknowledge, and deliver any and all further acts, documents, instruments, records, papers, and assurances as are reasonably necessary or required to carry out the intention and facilitate the observance and performance of this Agreement.

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13. **Export Control.** Each Party shall comply, and, with respect to Contractor, shall ensure that its Representatives shall comply, with all export and foreign trade control laws and regulations of the United States with respect to all Services and all information, materials and other deliverables provided under this Agreement, including without limitation the Export Administration Regulations, 15 CFR Parts 730-774; the regulations of the Treasury Department's Office of Foreign Assets Control, 31 CFR Parts 500-598; and the FDCA, 21 U.S.C. §§ 381-382, and regulations or orders promulgated thereunder by the Food and Drug Administration.

14. **Controlling Terms; integration and Amendments.** All Tabs identified below are incorporated by reference and made a part of this Agreement just as if they were set forth in the text of this Agreement. This Agreement represents the entire understanding between the Parties, and hereby supersedes all prior understandings and agreements, whether oral or written, between the Parties with respect to the subject matter hereof. This Agreement may not be modified, amended, waived, or otherwise changed, in whole or in part, except in a writing that is signed by Concessionaire and Contractor. Except as expressly set forth in Section 1 (a) or this Section, no term, condition or other provision of any Addendum shall supersede any term, condition or other provision of this Agreement, and with respect to any inconsistency, conflict or ambiguity, this Agreement (including the Exhibits designated below) shall control.

15. **ACDBE PROGRAM:** 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 the county that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. Contractor 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. Contractor agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and causes those businesses to similarly include the statements in further agreements.

IN WITNESS WHEREOF, the parties have executed this agreement to be effective on the day and year first above written.

CONCESSIONAIRE: 4R Services, LLC dba Metro Taxi dba Yellow Cab

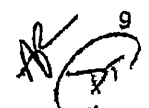
By: 

Date: 10/8, 2021

CONTRACTOR: Medi-Wheels of the Palm Beaches, Inc.

By: 

Date: 10/8, 2021



**Attachment 1  
Minimum Staffing**

<b>AIRPORT STAFFING SCHEDULE</b>							
	<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>	<b>SATURDAY</b>	<b>SUNDAY</b>
<b>Hours</b>	10:00-17:00	10:00-17:00	10:00-17:00	10:00-17:00	10:00-17:00	10:00-17:00	10:00-17:00
<b>AM Shift</b>	8:00-17:00	8:00-17:00	8:00-17:00	8:00-17:00	8:00-17:00	8:00-17:00	8:00-17:00
<b>PM Shift</b>	17:00-1:00**	17:00-1:00**	17:00-1:00**	17:00-1:00**	17:00-1:00**	17:00-1:00**	17:00-1:00**

\*\* Estimated time, as dispatcher must remain for one hour after last flight

## ATTACHMENT 2

### POSITION DESCRIPTION: CUSTOMER SERVICES REPRESENTATIVE / CURSIDE DISPATCHERS

This position reports to the Concessionaire Airport Supervisor. The Customer Services Representative (CSR) is responsible for:

1. Providing information of Concessionaire services to airport patrons.
2. Making reservations for return Concessionaire service to Airport if available.
3. Providing general Ground Transportation information to airport patrons re:
  - a. Train services
  - b. Bus services
  - c. Other ground transportation
4. Monitoring flight arrivals for the purpose of anticipating demand to ensure there are a sufficient number of drivers available to meet the requirements of the Airport Agreement. In the case of flight delays, the CSR shall be responsible for checking with the airlines who have delayed flights to ensure an adequate number of drivers will be available to satisfy customer demand upon arrival of the delayed flights. Notwithstanding the foregoing, the parties acknowledge and agree that Concessionaire is responsible for ensuring there is a sufficient pool drivers are available to dispatch to the Airport to satisfy the requirements of the Airport Agreement, and it is the CSR's responsibility to notify the Concessionaire of the need for additional drivers to be dispatched based on the observed demand in accordance with the requirements of the Airport Agreement.
5. Accurately recording each on-demand trip on the daily manifests. Remitting all manual trip manifests to 4R Services weekly, which may be delivered by a driver of Concessionaire.
6. Assign trips to drivers inside the West Loop on a first-come, first-serve basis. If a driver leaves the West Loop empty for any reason, they would not be entitled to regain their position.
7. Report any/all circumstances of drivers observed by, or reported to, the CSR as violating the requirements of Sections 6.03 or 6.04 of the Airport Agreement or this Agreement applicable to the conduct of drivers at the Airport to Arielle Richardson via email: [Arielle@yellowcabphc.com](mailto:Arielle@yellowcabphc.com) or by phone: (561) 242-6408.
8. Performing the dispatcher's duties as outlined in the PBI Restroom Accommodation Policy for Drivers dated October 8, 2021.
9. Keeping controlled items safe.
10. Keeping the desk neat and clean.

#### 11. Other duties as assigned. SKILLS REQUIRED FOR THIS POSITION:

- Communication Skills
- Computer Skills
- Customer Service Skills
- Experience handling credit card and prepaid vouchers

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into as of June 30th, 2021 (the "Effective Date"), by and between 4R Services, LLC dba Metro Taxi dba Yellow Cab located at 8040 Belvedere Road, West Palm Beach, Florida 33411 and A1A Transportation Group located at 1900 NW 2nd Ave, Boca Raton, Florida 33432. 4R Services, LLC and A1A Transportation Group may be referred to individually as the "Party", or collectively, the "Parties".

### 1. MISSION

The project on which the Parties are intending to collaborate, has the following intended mission in mind: To collaborate on that certain Airport On-Demand Ground Transportation Services Agreement (R-2021-0416) with Palm Beach County, commencing as of October 15, 2020 (the "Airport Contract")

### 2. PURPOSE AND SCOPE

The Parties intend for this Memorandum to provide the cornerstone and structure for any and all future contracts being considered by the Parties and which may be related to the project.

### 3. OBJECTIVES

The Parties shall endeavor to work together to develop and establish policies and procedures that will promote and sustain a market for on-demand ground transportation services for Palm Beach International Airport, and intend to maintain a product and/or service that meets or exceeds all business and industry standards.

### 4. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

The provisions under the headings Governing Law and Confidentiality are agreed to be fully binding on, and enforceable, against the Parties. The following are the individual services that the Parties are contemplating providing for the project.

4R Services, LLC dba Metro Taxi dba Yellow Cab shall agree to sub-contract certain services to be provided under the Airport Contract pursuant to the following conditions

A. Effective upon the signing of this MOU, A1A Transportation Group will be permitted to participate in servicing the on-demand Black Car or Luxury trips generated through the Airport Contract services. A1A Transportation Group will be eligible to provide one (1) out of every two (2) on-demand Black Car or Luxury trips generated through the Airport Contract. Pricing for these trips will be commensurate with established rates for the services being offered.

B. The preceding terms will apply to the current Airport Contract term and any and all contract extensions.

### 5. TERMS OF UNDERSTANDING

The term of this Memorandum shall coincide with the current terms of the Airport Contract, and any and all extensions of the Airport Contract.

## **6. CONFIDENTIALITY**

The Parties will treat the terms of this MOU, and the documents submitted herewith, in the strictest of confidence, and that such terms will not be disclosed other than to those officers, representatives, advisors, directors and employees of any Party who need to know for the purpose of evaluating this MOU and who agree to keep such material confidential.

## **7. LEGAL COMPLIANCE**

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to ~~negate or otherwise render ineffective any such provisions or operating procedures.~~ The Parties assume full responsibility for their performance under the terms of this Memorandum. If at any time either Party is unable to perform their duties or responsibilities under this Memorandum consistent with such Party's statutory and regulatory mandates, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

## **8. LIMITATION OF LIABILITY**

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

## **9. NOTICE**

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such address as one may have furnished to the other in writing.

## **10. GOVERNING LAW**

This Memorandum shall be governed by and construed in accordance with the laws of the State of Florida.

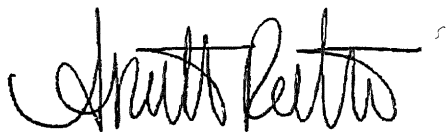
## **11. TERMINATION OF A1A SUBCONTRACT**

4R Services, LLC is successor by assignment from WHC WPB, LLC ("WHC") to WHC's interest under that certain Ground Transportation Subcontract Agreement dated as of October 13, 2020, between WHC and A1A Transportation Group ("A1A") and R&R Florida Group, LLC dba Metro Taxi (the "A1A Subcontract"). Upon execution of this MOU, the A1A Subcontract shall be terminated in its entirety and the parties shall be relieved of all further obligations thereunder, other than those that expressly survive expiration or termination of the A1A Subcontract.

## **12. AUTHORIZATION AND EXECUTION**

The signing of this Memorandum constitutes a formal undertaking, and all parties agree to be bound by its terms.

This Agreement shall be signed by 4R Services, LLC dba Metro Taxi dba Yellow Cab and A1A Transportation Group, and shall be effective as of the date first written above.

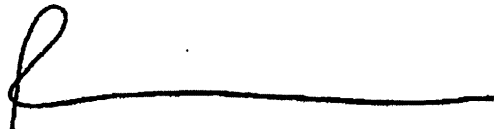


June 30th, 2021

4R Services, LLC dba Metro Taxi dba Yellow Cab

8040 Belvedere Road

West Palm Beach, Florida 33411



June 30th, 2021

A1A Transportation Group

1900 NW 2nd Ave

Boca Raton, Florida 33432

**AFFIDAVIT OF LIMITED LIABILITY COMPANY**

STATE OF Florida

COUNTY OF Palm Beach

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 Brock Rosayn of Metro Taxi of Florida, LLC,  
*(title: e.g. Manager, Member, etc.)* *(company name)*  
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 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 **Assignment and Assumption Agreement** (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 consent to the Agreement.

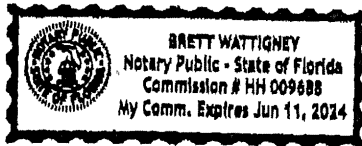
FURTHER AFFIANT SAYETH NAUGHT,

[Signature]  
[sign name]

Brock Rosayn, Individually and as  
[print name]  
Member

Sworn to (or affirmed) and subscribed before me by means of [select one]  physical presence -OR-  online notarization, this 20th day of September, 2021, by Brock Rosayn, Member of Metro Taxi of Florida, LLC  
[name of person making statement] [company name]

, on behalf of the Company, who [select one] is personally known to me -OR- produced Drivers license, as identification and who did take an oath.



[Signature]  
Notary Signature

Brett Wattigney  
Print Notary Name

NOTARY PUBLIC  
State of Florida at large

My Commission Expires:  
6/11/24

**AFFIDAVIT OF LIMITED LIABILITY COMPANY**

STATE OF Florida  
(State)  
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 Arielle Richardson of 4R Services, LLC,  
(title: e.g. Manager, Member, etc.) (company name),  
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 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 **Assignment and Assumption Agreement** (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 consent to the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

*Arielle Richardson*  
[sign name]

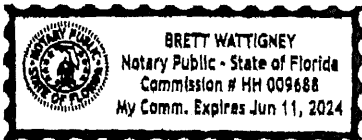
Arielle Richardson, Individually and as  
[print name]  
**Member**

Sworn to (or affirmed) and subscribed before me by means of [select one]  physical presence -OR-  online notarization, this 20th day of September,

2021, by Arielle Richardson,  
[name of person making statement]

Member of 4R Services, LLC,  
[company name]

on behalf of the Company, who [select one] is personally known to me -OR- produced Drivers License, as identification and who did take an oath.



*Brett Wattigney*  
Notary Signature

Brett Wattigney  
Print Notary Name

NOTARY PUBLIC  
State of Florida at large

My Commission Expires:  
6/11/24