

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$44,138</u>	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$44,138</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes X No _____
 Does this item include the use of Federal funds? Yes _____ No X
 Does this item include the use of State 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 extension provides for on-demand ground transportation services through December 31, 2023. The fiscal impact for FY2024 is the reimbursement to 4R Services for staffing services in an amount not to exceed \$44,138.64, consisting of 3 months of staffing fees at the rate not to exceed \$14,712.88 per month. 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 is therefore not included above.

C. Departmental Fiscal Review: Debbie Duncanson 26 10/24/23

III. REVIEW COMMENTS

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

Steph M... OFMB 10/25/2023 26 10-25-23
Archie J. Jacoby Contract Dev. and Control 11/7/23

B. Legal Sufficiency:

Anne Helgert 11-8-23
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

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

**FIRST AMENDMENT TO
AIRPORT ON-DEMAND TRANSPORTATION SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO AIRPORT ON-DEMAND GROUND TRANSPORTATION SERVICES AGREEMENT (this "First Amendment") is made and entered into August 4, 2023 by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and 4R Services LLC ("Operator"), a Florida limited liability company, having its office and principal place of business at 1730 S. Federal Highway, #344, Delray Beach, FL 33483.

WITNESSETH:

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

WHEREAS, County entered into that certain On-Demand Ground Transportation Services Agreement (R2021-0416) with WHC WPB, LLC d/b/a zTrip ("WHC") dated April 6, 2021 ("Agreement"); and

WHEREAS, WHC assigned the Agreement to Metro Taxi of Florida, LLC ("Metro"), effective June 30, 2021 (R2022-0111); and

WHEREAS, Metro assigned the Agreement to Operator effective June 30, 2021 (R2022-0111); and

WHEREAS, County exercised its final option to renew by a notice to Operator dated April 12, 2022, extending the term of the Agreement through September 30, 2023; and

WHEREAS, the parties hereto desire to amend the Agreement in accordance with the terms and conditions set forth herein.

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

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

2. Extension. The parties agree the Agreement shall be extended for a period of three (3) additional months and shall expire on December 31, 2023, unless sooner terminated as provided in the Agreement.

3. Section 2.41 of the Agreement is hereby deleted in its entirety and replaced with the following:

2.41 Non-Load Trip – means an instance where a vehicle providing Common Carriage Services left the Airport without having been loaded with a Passenger Trip, which is evidenced by the third-party meter report maintained by Operator. In those instances where the meter report indicates a charge of the base rate of \$5.15 or less, indicating no mileage charges for taxi service, the parties acknowledge and agree that a Passenger Trip has not occurred, resulting in a Non-Load Trip. Non-Load Trips for taxi service occurring prior July 1, 2021, and Luxury Sedan/SUV service shall be determined by the daily log sheets or such other documentation acceptable to the Department demonstrating a Passenger Trip did not occur.

4. Staffing Services. Staffing Services during the extended term will be paid by the County at the rate established for any Renewal Term.

5. Reports. The parties agree that, notwithstanding any provision of the Agreement to the contrary, the Annual Report for the period commencing on October 1, 2022, and ending on December 31, 2023, shall be due on April 1, 2024, unless extended by the Department at Operator's request for reasons beyond the reasonable control of Operator. Operator agrees to cooperate in good faith with County in the implementation of County's ground transportation management system ("GTMS") for purposes of testing and to track Passenger Trips. The parties acknowledge and agree that Passenger Trips will be determined by the GTMS upon the date County provides written notice to Operator that the GTMS is available for use by Operator. Prior to County's written notice that GTMS is available, Passenger Trips reported by Operator shall be reconciled as part of the Annual Report against the County's gate activity report for those gate cards assigned to Operator and its subcontractors less any Non-Load Trips; however, in the event the gate activity report fails to capture data for any reason, including to connectivity issues, the meter report maintained by Operator for taxi service and daily activity logs shall be used for the purpose of determining Passenger Trips prior to the implementation of the GTMS.

6. Section 5.06(D) of the Agreement is hereby deleted in its entirety.

7. Section 6.03(G) of the Agreement is hereby deleted in its entirety and replaced with the following:

(G) Manifest Summary. Operator shall maintain Terminal Dispatcher daily activity logs for each day detailing the Passenger Trips and Non-Load Trips in a form and detail acceptable to the Department, which shall be provided to the County upon request. Commencing July 1, 2021, Operator shall also maintain third-party meter reports for each day detailing Passenger Trips for taxi service, which shall include the day of the month and load time of each taxi providing Common Carriage Services and Non-Load Trips, which shall be provided to County upon request. Excessive numbers of Non-Load

Trips, as determined by the Department and communicated in writing to Operator, shall be subject to payment of Per Trip Fees.

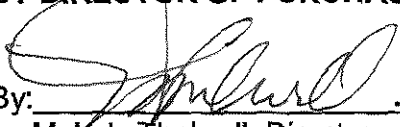
8. Except as specifically amended herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

9. In the event of conflict between the Agreement and this First Amendment, this First Amendment shall control.

10. This First Amendment shall become effective when executed by the parties hereto.

IN WITNESS WHEREOF, Operator and the Director of Purchasing of Palm Beach County, Florida, on behalf of County, have made and executed this First Amendment as of the date first written above.

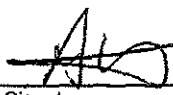

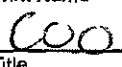
**PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY DIRECTOR OF PURCHASING**

By: 
Melody Thelwell, Director

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
County Attorney

**OPERATOR:
4R Services LLC**

By: 
Signature

Print Name

Title

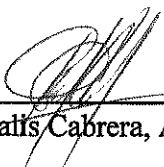
CONTINUATION CERTIFICATE

Bond No. **PR2731471** issued by **Platte River Insurance Company** in the Bond amount of **\$25,000.00** on behalf of **4R Services LLC** in favor of **Palm Beach County Departments of Airports** is hereby continued in force from **07/01/2023 - 07/01/2024** subject to all the covenants and conditions thereof.

This continuation is executed upon the express condition that the surety's liability under said bond and this and all continuations hereof will not be cumulative and will in no event exceed the sum of **\$25,000.00**.

IN WITNESS WHEREOF, the **Platte River Insurance Company** has caused the certificate to be executed by its Attorney-In-Fact this **18th** day of **May, 2023**.

Platte River Insurance Company



Odalis Cabrera, Attorney-In-Fact

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

PR2731471

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

CHRISTINE M REED; ODALIS CABRERA; MARINA MERCEDES RAMIL

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

RJ Byrnes
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Suzanne M Broadbent
Suzanne M. Broadbent
Assistant Secretary

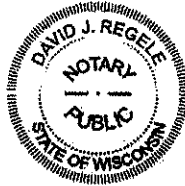


PLATTE RIVER INSURANCE COMPANY

John L. Sennott, Jr.
John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 18th day of May, 2023



Andrew B. Diaz-Matos
Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF FLORIDA
COUNTY OF PALM BEACH
(State)
(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 a Manager of 4R Services LLC, a limited liability company organized and existing under the laws of the State of Florida ("Company").

2. Articles of Organization of the Company have been filed, 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 following persons are Members of the Company and have been authorized 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 ("Authorized Representatives"):

Alexander Rosayn

Arielle Richardson

6. The Authorized Representatives have the right and authority to enter into any and all amendments (hereinafter collectively "Amendment") to that certain Airport Ground Transportation Services Agreement with Palm Beach County dated April 6, 2021(R-2021-0416), as assigned and amended ("Agreement"), and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including termination of such Agreement.

7. Upon execution and delivery of any such Amendment or instruments by the Authorized Representatives, 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 Amendment.

FURTHER AFFIANT SAYETH NAUGHT,

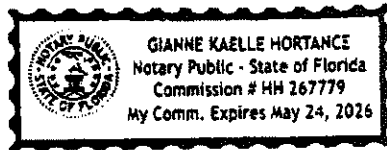

[sign name]

Joanne Rosayn, Individually and as
Manager

Sworn to (or affirmed) and subscribed before me by means of [select one] physical presence -OR- online notarization, this 2nd day of November, 2023, by Joanne Rosayn, Manager of 4R Services LLC, on behalf of the Company, who select one: is personally known to me OR produced Florida Diver's License, as identification and who did take an oath.



Notary Signature



Gianne Kaelle Hortance
Print Notary Name

NOTARY PUBLIC
State of FLORIDA at large

My Commission Expires:

May 24, 2026



Palm Beach County Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date
DX00001599	4R Services, LLC	Modified	Compliant			
		A+g , XV	Zurich American Insurance Company	BAP254290800	2/15/2023	2/15/2024
		Ag , X	The Burlington Insurance Company	626b014970	1/7/2023	1/7/2024
		Ag , XV	Markel Insurance Company	MWC019628502	1/10/2023	1/10/2024

Risk Profile : Standard - General Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :