

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>\$108,277</u>	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$108,277</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 Amendment provides for renewal of the Agreement through June 30, 2024. The fiscal impact of \$108,277.28 for reimbursement of 4R Services for staffing services in an amount not to exceed \$88,277.28, consists of six months of staffing fees at the rate of \$14,712.88 per month, plus an increase of \$20,000 to the not-to-exceed amount for reimbursable expenses. The Agreement currently provides for reimbursement of certain expenses in an amount not to exceed \$30,000; therefore, the total not-to-exceed amount for reimbursable expenses will be \$50,000. 4R Services currently remits per-trip fees of \$2.50 per taxi/sedan trip. The Amendment increases per trip fees to \$3.50 effective January 1, 2024; however, the amount of per-trip fees cannot be reliably estimated and is not reflected in the fiscal impact above.

C. Departmental Fiscal Review: Deborah Duncanson

 (Signature) 11/3/23

III. REVIEW COMMENTS

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

Lisa M. [Signature] 11/8/23
 OFMB JA 11/8
 [Signature] 11-8-23
[Signature] 11/16/23
 Contract Dev. and Control

B. Legal Sufficiency:

Anne Delmont 11-20-23
 Assistant County Attorney

C. Other Department Review:

 Department Director

**SECOND AMENDMENT TO
AIRPORT ON-DEMAND GROUND TRANSPORTATION SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO AIRPORT ON-DEMAND GROUND TRANSPORTATION SERVICES AGREEMENT (this "Second Amendment") is made and entered into _____, 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" or "PBI") 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, as amended ("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 Agreement was extended to December 31, 2023, pursuant to that certain First Amendment effective on August 6, 2023, when executed by County's Director of Purchasing pursuant to delegated authority, commencing October 1, 2023 and expiring on December 31, 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 Term of this Agreement shall be extended for six (6) additional months, commencing on January 1, 2024, and expiring on June 30, 2024, unless sooner terminated as provided in the Agreement. The extension of the Term shall be upon the same terms and conditions, except as otherwise provided for herein.

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. Non-Load Trips will be evidenced by a third-party meter report maintained by Operator until implementation of the GTMS is completed and Trips are fully accounted for through the GTMS. In those instances where the meter report indicates a charge of the base rate of \$5.15 or less or shows the absence of a charge, 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 to 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/Annual Report. Staffing Services during the extended term will be paid by the County at the rate established for any Renewal Term. The parties agree that, notwithstanding any provision of the Agreement to the contrary, Operator shall deliver its final Annual Report ninety (90) days after the expiration or earlier termination of this Agreement, unless extended by the Department at Operator's request for reasons beyond the reasonable control of Operator. The final Annual Report shall cover the period commencing October 1, 2022, through the date of expiration or earlier termination of this Agreement. In the event Operator fails to timely submit the final Annual Report, the Department may assess Liquidated Damages of \$250 per day for each day the Annual Report has not been timely submitted, which shall be paid by Operator within thirty (30) days of the date of the invoice. The requirements of this Section shall survive the expiration or earlier termination of this Agreement until satisfied.

5. Effective January 1, 2024, Operator shall pay Per Trip Fees in the amount of Three Dollars and 50/100 (\$3.50) Per Trip.

6. The first sentence of Section 5.08(H) is hereby deleted and replaced with the following:

(H) Expenses that are subject to reimbursement hereunder shall be reimbursed by County up to an amount not to exceed Fifty Thousand Dollars (\$50,000.00).

7. Sections 6.04(B) and (C) are hereby deleted in their entirety and replaced with the following:

- (B) Fares and Rates. Operator agrees to charge fair, reasonable and nondiscriminatory rates for each mode of Common Carriage Service. Operator's rates for each mode of Common Carriage Service shall be subject to the prior written approval by the Department. Operator shall submit its proposed fares and rates to the Department for approval prior to implementing any revisions. Operator's fares and rates for Taxicab service shall be based upon similar rates approved by ports or airports in South Florida. Upon modification of the rates and charges, Operator shall update all advertised rate displays, including, but not limited to, the Transportation Information Board, Operator's website and vehicle decals advertising its fares and rates. Operator shall provide evidence of compliance to the Contract Manager, without demand within thirty (30) days of the date of notice.
- (C) Credit Card Acceptance. All vehicles operated by, under, through or on behalf of Operator under this Agreement, shall be equipped with a Department-approved credit card device capable of accepting payment by the customer's direct swipe of the credit card without "calling in" the customer's credit card information, or making an imprint or impression of the card. At a minimum, Operator shall accept for payment the following brands of credit card: Visa, MasterCard, American Express and Discover. Employees shall not discourage passengers in any way from paying for services by credit card. Operator shall ensure that the Department has issued written approval for all credit card devices prior to implementation. Operator acknowledges that drivers who refuse to accept credit cards for payment, or who use credit card devices or methods not approved in writing by the Department shall be subject to temporary or permanent removal from the Airport.

8. The rates and charges for ground transportation services set forth in Exhibit "A", attached hereto and incorporated herein, shall be considered approved for purposes of the Agreement.

9. Upon implementation of the GTMS, Operator shall submit completed Non-Load Trip Request Form(s), in the form attached hereto and incorporated herein as Exhibit "B", as evidence of Non-Load Trips to the Contract Manager on the last day of each month via e-mail. In the event Operator timely submits a properly completed Non-Load Trip Request Form with all required information listed on the form for each Non-Load Trip, the Department will deduct the Non-Load Trip(s) from the amounts owed to County for Per Trip Fees; provided, however, Operator shall not be entitled to more than fifty (50) Non-Load Trip deductions per month.

10. 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.

11. In the event of conflict between the Agreement and this Second Amendment, this Second Amendment shall control.

12. This Second Amendment shall become effective when executed by the parties hereto.

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

ATTEST:
JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: Anne DeFazio
County Attorney

By: Laura Buba
Director, Department of Airports

OPERATOR
4R Services LLC

By: [Signature]
Signature
arielle richardson
Print Name
manager
Title

EXHIBIT "A"
APPROVED FARES AND CHARGES FOR TAXICAB SERVICES

Drop Rate¹	Per Mile	Airport Origination Fee	Extra Passenger Fee (3 – 6 passengers)	Credit Card Convenience Fee	Fuel Surcharge	Wait Time
\$3.00	\$0.33 for each additional 1/8 mile (i.e., \$2.65 per mile)	An amount equal to the then current Per Trip approved by County	\$3.00	\$1.50	See adjustment to Drop Rate as outlined in the Drop Rate Adjustment Schedule set forth below.	\$0.50 for each minute of waiting time or any part thereof (i.e., \$30.00 per hour)

In the event the average monthly price per gallon of unleaded regular gasoline in Florida as determined by the American Automobile Association² or the Energy Information Administration³ is more than \$4.00 during the preceding calendar month, Operator may adjust the Drop Rate as set forth in the Drop Rate Adjustment Schedule below. In the event the average monthly price per gallon of gasoline in Florida decreases during the preceding month, Operator shall decrease the Drop Rate to the amount approved pursuant to this Agreement. Notwithstanding any provision of this Exhibit "A" to the contrary, the Drop Rate shall not be adjusted more than once per calendar month. Operator shall notify the Contract Manager via e-mail of every adjustment to the Drop Rate, which shall include a copy of the backup documentation supporting such adjustment. In the event Operator charges fares or rates in excess of the fares and rates approved pursuant to the Agreement, the Department may assess Liquidated Damages of \$250 per day for each day Operator is in violation of this requirement. The Department may, in its sole discretion, withhold Liquidated Damages from any amounts payable to County hereunder or invoice Operator for such Liquidated Damages, which shall be paid by Operator within thirty (30) days of the date of the invoice.

DROP RATE ADJUSTMENT SCHEDULE	
Average Monthly Price Per Gallon of Unleaded Regular Gasoline in Florida	Drop Rate Increase
\$4.00 – \$4.49	\$0.50
\$4.50 - \$4.99	\$1.00
\$5.00 - \$5.49	\$1.50
\$5.50 - \$5.99	\$2.00
\$6.00 – above	\$2.50

¹ As may be adjusted based on the Average Per Gallon Unleaded Regular Gasoline Price in Florida in accordance with the provisions of this Exhibit "A".

² <https://gasprices.aaa.com/?state=FL>

³ https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=pet&s=emm_eprmu_pte_sfl_dpg&f=m

Exhibit "A"

APPROVED NON-METERED BLACK CAR RATES

All Rates are inclusive of origination Fee \$3.50

CITY	1-3 PASSENGERS	4-6 PASSENGERS
MINIMUM CHARGE	\$50.00	\$75.00
Boca Raton	\$125.00	\$175.00
Boynton Beach	\$85.00	\$135.00
Coconut Creek	\$150.00	\$200.00
Cooper City	\$235.00	\$285.00
Coral Springs	\$150.00	\$200.00
Dania Beach	\$225.00	\$265.00
Deerfield Beach	\$140.00	\$190.00
Delray Beach	\$95.00	\$145.00
Fort Lauderdale/ FL Airport	\$225.00	\$275.00
Fort Lauderdale North of 595	\$215.00	\$265.00
Fort Pierce	\$275.00	\$325.00
Greenacres	\$75.00	\$125.00
Highland Beach	\$100.00	\$145.00
Hobe Sound	\$160.00	\$210.00
Hollywood	\$240.00	\$290.00
Hypoluxo	\$85.00	\$135.00
Jensen Beach	\$189.00	\$239.00
Juno Beach	\$85.00	\$135.00
Jupiter / Jupiter Island South	\$95.00	\$145.00
Jupiter Island North	\$159.00	\$210.00
Lake Worth	\$65.00	\$115.00
Lantana	\$75.00	\$125.00
Loxahatchee	\$80.00	\$130.00
Miami: Port, South Beach, Airport	\$310.00	\$385.00
North Lauderdale	\$160.00	\$210.00
Palm Beach/ Singer Island	\$75.00	\$125.00
Palm Beach Gardens/ PGA Resort	\$80.00	\$130.00
Palm City	\$179.00	\$229.00
Parkland	\$145.00	\$195.00
Pembroke Pines	\$250.00	\$300.00
Pompano Beach	\$150.00	\$200.00
Port of Palm Beach/ Riviera Beach	\$75.00	\$125.00
Port Everglades	\$225.00	\$275.00
Port St. Lucie	\$210.00	\$260.00
Royal Palm Beach	\$80.00	\$125.00
Stuart	\$179.00	\$229.00
Sunrise	\$215.00	\$265.00
Tequesta	\$105.00	\$155.00
Vero Beach	\$325.00	\$375.00
Wellington	\$80.00	\$130.00
West Palm Beach/Down Town	\$65.00	\$115.00

EXHIBIT "B"
NON-LOAD TRIP REQUEST FORM

Dispatcher Name:

PRINT FIRST NAME AND LAST NAME

Date:

MONTH/DAY/YEAR

Time:

CIRCLE ONE: A.M. or P.M.

Driver Name:

PRINT FIRST NAME AND LAST NAME

**Palm Beach County
Vehicle for Hire Driver's
Permit No (example below):**

Company Vehicle No.:

Vehicle Tag No.:

I hereby certify to Palm Beach County that the above-referenced information is true and correct and that the Vehicle listed above departed PBI without a passenger and acknowledge that providing a false certification may result in the termination of my employment at PBI:

Dispatcher Signature

Driver Signature

