



**AVIATION DEPARTMENT - Fort Lauderdale-Hollywood International Airport**  
320 Terminal Drive, Suite 200 • Fort Lauderdale, Florida 33315 • 954-359-6100

February 3, 2021

**VIA U.S. FIRST CLASS MAIL AND EMAIL**

Angela Olivito, Project Manager  
Vibe Direct LLC  
11807 Westheimer Road, Suite 550-427  
Houston, Texas 77077

**RE: NOTICE OF BREACH**

Dear Ms.Olivito:

Broward County ("County") and Vibe Direct LLC d/b/a Vibe Rides ("Vibe"), are parties to the Agreement for Transportation Network Services at Fort Lauderdale-Hollywood International Airport ("FLL"), effective December 8, 2020 ("Agreement").

Article 2. Term, Condition Precedent, Security Deposit, Fees provides:

2.3 Security Deposit. Within two (2) days after the Effective Date, Company shall provide a security deposit to County for operations at the Airport in an amount equal to three (3) months of Company's estimated monthly Pick-up Fees (hereinafter defined) payable to the Airport, as determined by County in its sole discretion, together with a security deposit to County for operations at the Port in the amount of Twelve Thousand Dollars (\$12,000.00) (collectively, the Security Deposits.) ...

The County determined the Security Deposit required to operate at FLL was Twelve Thousand Dollars (\$12,000.00) for the first year with a reevaluation of reported revenue in ninety (90) days by the County and one (1) year after that as the agreement allows.

Exhibit B, Monthly Self-Reporting Requirements provides:

Company shall provide the Company Report per Section 2.4.2 containing a monthly report of Pick-up Fees, with the payment required by Article 2 of the Agreement, by the fifteenth (15<sup>th</sup>) day following the month of activity, in a County-approved format that identifies the following information ...

**Breach of Agreement-Security Deposit, Monthly Self-Reporting, Fees**

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**Article 2. Fees:**

2.4.2 Company shall pay Pick-up Fees to County on a monthly basis. Payment for monthly Pick-up Fees shall be submitted to County no later than the fifteenth (15<sup>th</sup>) calendar day following the end of each calendar month. All payments shall be accompanied by a Company report, in form acceptable to County, that details the number of Pick-ups (must separate Airport PickUps from Port Pick-ups) that occurred during the month and provides the detailed information set forth in Exhibit B ("Company Report"). Payments by Company are to be without deduction or set-off of any kind.

As of 10:00 A.M. on Wednesday, February 3, 2021, the County has yet to be in receipt of the required Security Deposit and the Company Report and the Fees.

The Security Deposit, Company Report, and Fees must be received by County no later than close of business (5:00 P.M. est) on Monday, February 15, 2021. Should VIBE fail to cure these items by Monday, February 15, 2021, the County will pursue all available remedies, including but not limited, termination of the Agreement.

If you have any questions, please free to contact me at 954-599-3487.

Sincerely,



Karolynn Willman  
Airport Manager

KW/

C:

John Pokryfke, Director of Operations  
Patti Clark, Assistant Director of Operations  
Sharon Thorsen, Senior Assistant County Attorney  
Alexander Williams, Senior Assistant County Attorney  
Melva Davis, Accounting Manager  
Jorge A. Hernández, Director Business Administration Division, Port Everglades

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