

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 10, 2015

Consent Regular
 Public Hearing

Department

Submitted By: COUNTY ATTORNEY

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: approve a Temporary Operating Agreement (TOA) between the County and Rasier, LLC, a subsidiary of Uber Technologies, Inc. (Uber) allowing Uber to operate as a vehicle-for-hire company in Palm Beach County.

Summary: The TOA sets forth the terms and conditions that Uber agrees to comply with in order to operate in Palm Beach County. The agreement includes insurance, background checks, driver history reports and standards, and vehicle safety requirements, as well as other provisions, including the payment of \$15,000 to the County for administration and enforcement costs related to the TOA. Countywide (DMN)

Background and Policy Issues: At the BCC's January 27th Workshop on network transportation companies, staff was directed to issue a cease and desist letter to Uber and to file an injunction if the County's demand wasn't met within 10 days. The letter was issued on January 29th. Staff was also asked to provide an update at the February 3rd BCC meeting, which resulted in the Board's authorization to hold off on the filing of an injunction and to bring back an operating agreement on March 10th. A revised compliance letter was sent to Uber on February 5th reflecting the BCC's direction.

County Attorney staff has extensively reviewed agreements that have been reached in other jurisdictions in addition to other related regulatory documents and information. Staff also had numerous conversations with other local government legal offices in Florida and across the nation. The TOA being recommended substantially addresses the concerns raised by the Board, in particular, insurance and background checks. Other areas covered include, but are not limited to, driver history reports, driver requirements, driver/vehicle identification, vehicle safety inspections, surge-pricing, accessibility, community outreach, administration and enforcement payment to the County, and indemnification. Further, the Department of Airports, after independent conversations with Uber, has provided the language found in the TOA that specifically addresses airport operations.

(Continued on page 3)

Attachments:

- 1. Temporary Operating Agreement

Recommended by: _____

Date

Approved by: 

3/9/15

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$15,000)*	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*(\$15,000)*	_____	_____	_____	_____

*for the administration and enforcement of the TOA paid for by Uber.

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X

Budget Account No.: Fund _____ Department _____ Unit _____ Object _____

Reporting Category _____ * TO BE DETERMINED

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Susan Neary 3/9/15
OFMB
3/9 2/9

Arac J. Jacobson 3/9/15
Contract Development and Control
3-9-15 Bickler

B. Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

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

Continued from page 1:

It must be emphasized that the TOA is exactly what it says it is...temporary. The Consumer Affairs Division has already commenced review of the current VFH ordinance and will be making a recommendation at a later time, presumably far before the TOA's September 30th expiration date. While the TOA is basically a negotiated product between the parties, any ordinance review and revision will include all interested parties, including the taxicab industry and the VFH Advisory Committee. If the TOA isn't approved, Consumer Affairs will continue to enforce the VFH Ordinance against any TNCs including Uber. This activity has not ceased during our efforts to develop the TOA.

Staff believes that the TOA is a satisfactory gap measure that provides a regulatory framework consistent with the TNC model for the County to allow Uber to operate and, therefore, approval of the TOA is recommended.

TEMPORARY OPERATING AGREEMENT

This Temporary Operating Agreement (hereinafter "Agreement") is entered into this _____ day of March, 2015, between PALM BEACH COUNTY, a political subdivision of the State of Florida, whose address is 301 N. Olive Avenue, West Palm Beach, Florida 33401 (hereinafter "County"), and RASIER, LLC, a Delaware limited liability company and subsidiary of Uber Technologies, Inc., commonly referred to as "Uber," whose address is 1455 Market Street, San Francisco, California 94103 (hereinafter "Rasier").

WHEREAS, Rasier is a transportation network company (TNC) that desires to continue operating in Palm Beach County; and

WHEREAS, regardless of how this form of transportation service is defined, it is the County's position that Rasier is performing vehicle-for-hire (VFH) services and is subject to its existing VFH regulations; and

WHEREAS, notwithstanding the above, County is currently reviewing its VFH regulations as they pertain specifically to TNCs and agrees to allow Rasier to operate in Palm Beach County during this review, subject to the terms and conditions set forth below.

NOW, THEREFORE:

I. County and Rasier agree as follows:

A. The following definitions shall apply to this Agreement:

"Rasier Partner" means an individual who uses a personal or noncommercial vehicle to provide transportation services requested through the Rasier digital platform in Palm Beach County.

"Rasier Partner Vehicle" means a personal or noncommercial vehicle that is used by a Rasier Partner to provide transportation services requested through the Rasier digital platform.

"Transportation Network Company" (TNC) means an individual, partnership, association, corporation, or other entity that uses a digital platform to connect passengers to drivers who use a personal or other noncommercial vehicle to provide for-hire ground transportation services.

"Transportation Network Company (TNC) Services" means transportation of a passenger between points chosen by the passenger and prearranged with a Rasier Partner through the Rasier platform. TNC services begin when a Rasier Partner accepts a request for transportation received through the Uber app, TNC services continue while the Rasier Partner transports the passenger in the Rasier Partner's vehicle, and terminate when the passenger reaches his or her intended destination and exits the Rasier Partner's vehicle.

B. Rasier agrees solely for the purposes of this Agreement, that County has the authority to enter into this Agreement. Rasier does not waive its right to contest the applicability of any laws or rules to Rasier, the Rasier platform, or Rasier Partners offering services through the Rasier platform. The County does not waive any right or authority to pursue any available legal remedies to ensure Rasier and Rasier Partners operate legally in Palm Beach County.

II. Rasier agrees as follows:

A. Insurance. Rasier shall comply with all applicable insurance requirements mandated by Florida laws pertaining to insurance, including but not limited to, automobile liability insurance, and shall provide proof of said compliance. The following is also required:

1. When logged into Rasier platform but not en route/with passenger: The following automobile liability insurance requirements shall apply during the time that a Rasier Partner is logged into the Uber platform and available to receive requests for transportation but is not en route to pick up a passenger or conducting a trip with a passenger:

(a) Automobile liability coverage which provides at least fifty thousand dollars (\$50,000) for bodily injury any one (1) person in any one (1) accident, one hundred thousand dollars (\$100,000) for bodily injury to all persons in any one (1) accident, and twenty-five thousand dollars (\$25,000) for property damage in any one (1) accident; in the event the Rasier Partner's own insurance is not available;

2. When providing TNC Services: The following requirements shall apply:

(a) Provides primary commercial automobile liability insurance that recognizes the Rasier Partner's provision of TNC Services;

(b) Provides primary commercial automobile liability insurance of at least \$1,000,000 for death, personal injury and property damage;

(c) The coverage requirements of this paragraph 2. may be satisfied by any of the following: Automobile liability insurance maintained by the Rasier Partner; automobile liability insurance maintained by Rasier; or any combination of the immediately preceding two; and

(d) In any claims coverage investigation, Rasier shall cooperate with a liability insurer that also insures the driver's personal vehicle. Rasier shall include the relevant dates and times at which an incident occurred that involved the Rasier Partner while the Rasier Partner was logged into their digital network.

3. Insurance Deficiency. In every instance where insurance maintained by a Rasier Partner to fulfill the above insurance requirements has lapsed, failed to provide the required coverage, denied a claim for the required coverage, or otherwise ceased to exist, insurance maintained by Rasier shall provide the coverage required by this section beginning with the first dollar of a claim.
 4. Primary Coverage. Rasier shall submit documentation to County that it has secured primary automobile liability insurance coverage in the amount of at least \$1,000,000 per occurrence for the driver for incidents involving the driver while providing TNC Services. Rasier's policy shall provide blanket coverage for non-owned automobiles active on the Rasier platform.
 5. Certificate of Insurance/Additional Insured. Rasier shall provide to the County a certificate of insurance for the policy(ies) required herein, naming Rasier as the insured and an endorsement including the County as an additional insured. The policy(ies) shall be accompanied by a commitment from the insurer that such policy will not be canceled, modified, or coverage reduced without at least thirty (30) days' prior notice to the County.
 6. No contractual hold harmless required in the terms of service shall be used to evade the insurance requirements of this Agreement.
- B. Background Check. Prior to allowing a driver to be on its digital network, Rasier shall conduct a local, state and federal criminal background check and obtain and review the criminal history for each potential Rasier Partner to determine whether that person has been convicted within the previous five (5) years, regardless of adjudication, of a crime set forth in Sect. 19-277 (7)-(8) and (10)-(11) of the County's VFH Code or declared to be any one of the offenders under Sect. 19-227 (12) and (13). If it is determined that a person has been convicted of any of the foregoing, that person shall not be permitted to be a Rasier Partner. Rasier will maintain electronic records of such criminal history reports for the duration of this Agreement.
- C. Driver History Report. Prior to permitting a person to act as a Rasier Partner and quarterly thereafter, Rasier shall obtain and review a State of Florida Department of Highway Safety and Motor Vehicles traffic/driving history report for such person. Any person with: (1) more than three (3) moving violations in the three-year period prior to such check; (2) a major violation in the three-year period prior to such check (including, but not limited to, attempting to evade the police, reckless driving, or driving on a suspended or revoked license); or (3) a "habitual traffic offender" classification, shall not be permitted to be a Rasier Partner. Rasier will maintain electronic records of such driving history reports for the duration of this Agreement.
- D. Driver Requirements. Rasier shall ensure that all Rasier Partners are at least twenty-one (21) years of age; possess a valid Florida driver's license or is

otherwise authorized to operate a motor vehicle in Florida pursuant to Section 322.031, Florida Statutes; and possess proof of vehicle registration and current automobile liability insurance. Rasier must secure proof of Rasier Partner's personal insurance. Rasier shall maintain accurate and up-to-date records of all Rasier Partners providing services through the Rasier platform. Rasier shall provide driver-related guidance materials to Rasier Partners. Rasier shall also take reasonable steps to notify Rasier Partners of their obligations under this Agreement.

- E. Driver Drug/Alcohol and Tobacco Use. Rasier shall implement a zero-tolerance policy on the use of drugs or alcohol applicable to any Rasier Partner, provide notice of the policy on its website, as well as the procedures to report a driver the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride, and immediately suspend said driver upon receipt of a passenger complaint alleging a violation of the policy. The suspension shall last the duration of the investigation. Further, Rasier Partners are required to provide a smoke-free environment inside their vehicles when transporting a passenger.
- F. Driver/Vehicle Identification. Once a passenger and a Rasier Partner have been matched, Rasier's digital platform shall display for the passenger the name and photograph of the Rasier Partner as well as a description of the make, model and license plate number of the Rasier Partner Vehicle.
- G. Vehicles Used; Safety Inspection. Rasier Partners' Vehicles shall be street-legal four-door vehicles that are no more than ten (10) model years of age. No Rasier Partner Vehicle shall display a top light or electronic identification signage and shall not be marked with the word "taxi," "taxicab" or "cab." Within thirty (30) days of the effective date of this Agreement, all Rasier Partner vehicles currently operating shall have a safety inspection conducted by an automobile technician that is certified by the National Institute for Automotive Service Excellence (ASE). All Rasier Partner Vehicles entered into service after the effective date of this Agreement shall be inspected within 30 days of entry into service. Rasier Partners shall keep proof of their vehicle inspection with them at all times in their Rasier Partner Vehicle and produce a copy of same upon request by County during an investigation. Such procedure shall, at a minimum, include an inspection of the following components:
1. Foot brakes;
 2. Emergency parking brake;
 3. Suspension/steering mechanism;
 4. Windshield;
 5. Rear window and other glass;
 6. Windshield wipers;
 7. Headlights;
 8. Taillights;
 9. Turn indicator lights;

10. Brake lights;
11. Front seat adjustment mechanism;
12. Doors (open/close/lock);
13. Horn;
14. Speedometer;
15. Bumpers;
16. Muffler and exhaust system;
17. Condition of tires, including tread depth;
18. Interior and exterior rear view mirrors; and
19. Safety belts for driver and passengers.

- H. Customer Service. Rasier shall maintain a website and provide a 24-hour customer service telephone number or email address.
- I. Service of Process. Rasier shall maintain an agent for service of process in Florida.
- J. Passenger Receipt. Upon completion of a trip, Rasier shall transmit an electronic receipt to the passenger's email address or mobile application documenting the origination and destination of the trip and a description of the total amount paid, if any.
- K. No Solicitation or Street-Hails. Rasier Partners shall only accept rides booked through a digital platform and shall not solicit or accept street-hails.
- L. Rate Disclosure. It is understood that Rasier may offer service for compensation, no-charge, or suggested compensation. Rasier shall disclose rates used to determine any compensation or suggested compensation on its app and website. Before a trip is accepted, a rider must be able to view the estimated fare, suggested fare, or indication that no-charge is required for the trip.
- M. Surge-pricing. When Rasier utilizes surge-pricing through its software application in areas and times of high demand, the software application must: (1) Provide clear and visible indication that dynamic pricing is in effect prior to when a potential ride requests a ride; (2) Include a feature that requires riders to confirm that they understand that dynamic pricing will be applied in order for the ride request to be completed; and (3) Provide a fare estimator that enables the user to estimate the cost under dynamic pricing prior to requesting the ride.
- N. Taxicab Zones. Rasier Partners shall not use any marked taxicab zones.
- O. Accessibility. Rasier shall not allow Rasier Partners to refuse to accept a passenger who is disabled, or to charge a higher fare or additional fee to a person who is disabled, based on the person's disability, use of a support animal, wheelchair, crutches, or other mobility assistance device. Should exposure to a support animal cause a Rasier Partner an undue health burden, Rasier shall make

best efforts to connect the passenger with the support animal to an alternate driver. Rasier shall set aside a sum equivalent to five cents (\$0.05) for every ride originating in Palm Beach County up to \$25,000, and shall use those funds to support TNC riders who require wheelchair accessible accommodations.

- P. Community Outreach. Rasier shall conduct outreach to community organizations with wheelchair accessible vehicles to publicize Rasier's need for wheelchair accessible vehicles and drivers with the goal of providing services to all passengers. Rasier shall also conduct outreach to communities that are of lower social economic strata without adequate transit options with the goal of increased access to transportation options. Rasier shall report to the County the effectiveness of both outreach efforts on or before September 30, 2015.
- Q. Payment to County. Within ten (10) days from the effective date of this Agreement, Rasier shall pay to the County fifteen thousand dollars (\$15,000) to cover any administrative and regulatory costs associated with this Agreement and Rasier's operations in Palm Beach County for one year from the effective date of this Agreement. In the event this Agreement is not extended beyond September 30, 2015, Rasier's payment shall be credited toward any fee that it is required to pay under a subsequent Agreement or County ordinance governing TNC operations in the County such that Rasier's \$15,000 payment will apply toward one year of operations from the effective date of this Agreement.
- R. Airport. Rasier and Rasier Partners shall not operate any vehicles to or from the Palm Beach International Airport ("Airport") unless such operations are in compliance with the requirements of Exhibit "A" to this Agreement.
- S. Audit. Rasier must maintain accurate records as required under this Agreement. Upon the County's request, and no more than one time while this Agreement is in effect, Rasier shall make these records available for inspection to the County for purposes of conducting an audit of Rasier's compliance with this Agreement. This audit shall occur at Rasier's place or business or a mutually agreed setting in Palm Beach County.
- T. Complaint Investigation. In response to a specific complaint, the County may inspect, at Rasier's place of business or a mutually agreed setting in Palm Beach County, those records held by Rasier whose review is specifically necessary for the investigation and resolution of the complaint.
- U. Records; Confidentiality. The County shall not disclose any records obtained from Rasier pursuant to this Agreement or Exhibit "A" to this Agreement unless the County is required to do so by applicable law or court order or Rasier has consented to such release. In the event that a third party submits a request to the County for such records, the County shall, upon receipt of such request, notify Rasier that it has received a request and inform Rasier of whether it will release

the requested record(s) so that Rasier has an opportunity to take steps to prevent disclosure.

III. County agrees as follows:

- A. Rasier may operate in Palm Beach County so long as Rasier and Rasier Partners comply with the terms and conditions set forth in this Agreement.
- B. County shall suspend enforcement of the provisions in Article XI of Chapter 19 of its VFH Code and any other applicable VFH regulations against Rasier and Rasier Partners during the term of this Agreement unless such enforcement stems from a violation of any of the provisions of this Agreement.

IV. General Provisions:

- A. Effective Date/Term. This Agreement goes into effect on the date of approval by the Board of County Commissioners on behalf of the County and continues in full force and effect until and through September 30, 2015, unless otherwise extended by both parties in writing.
- B. Termination. Notwithstanding anything contained herein to the contrary, the County or Rasier may, with or without cause, terminate this Agreement upon thirty (30) days' written notice to the other party.
- C. Enforcement. County shall have the authority to enforce the requirements of this Agreement. Failure to adhere to the requirements of this Agreement by Rasier or any Rasier Partner may result in fines in an amount equal to the fines for similar violations under the County's VFH Code, or termination of this Agreement, at the County's discretion.
- D. No Recourse. No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of Rasier or County, whether in office on the effective date of this Agreement or after such date, for any claim based upon this Agreement.
- E. No Other Arrangement Created. This Agreement will not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer-employee or borrowed servant relationship by and between Rasier and County.
- F. Entirety of Agreement. This Agreement, including Exhibit "A," constitutes the entire Agreement between the County and Rasier. Any previous agreement, assertion, statement, understanding, or other commitment before the date of this Agreement, whether written or oral, shall have no force or effect. No agreement, assertion, statement, understanding, or other commitment during the term of this

Agreement, or after the term of this Agreement, shall have any legal force or effect unless properly executed in writing by Rasier and the County.

G. Applicable Law and Venue. This Agreement is made, and shall be construed and interpreted under the laws of the State of Florida, and venue for any lawsuit concerning this Agreement shall lie in Palm Beach County, Florida.

H. Notice. All official communications and notices required to be made under this Agreement shall be deemed made if sent, postage prepaid, to the addresses identified above to the attention of the signatories below.

I. Indemnification. It is understood and agreed that Rasier and Rasier Partners are not agents, servants or employees of County or its Board of County Commissioners. Rasier shall indemnify and hold harmless the County and its elected officers and employees ("County Parties") from any damages against the County Parties arising directly from: (1) this Agreement; or (2) the acts or omissions of Rasier or Rasier Partners or their respective agents, employees, licensees or invitees ("Rasier Parties") in connection with TNC Services in the County, including at the Airport, when such acts were intentional, or acts of gross negligence or willful misconduct. The foregoing indemnification and hold harmless shall apply only if: (1) the County has asserted, at its own expense, the sovereign immunity defense or similar government immunity doctrine to the claim if such defense is relevant and a court has determined that the defense does not bar the claim; or (2) the County is not covered for the claim under the insurance policy described in section II(A)(5) of this Agreement. The indemnification and hold harmless shall also include all costs, reasonable attorney fees, and reasonable expenses incurred for such loss. Notwithstanding anything contained herein to the contrary, Rasier shall not be obligated to indemnify or hold harmless the County Parties for matters that are judicially determined to be attributable to the negligent or intentional acts or omissions of the County Parties. This Section shall survive the expiration or earlier termination of this Agreement. Nothing contained herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes. The foregoing indemnification obligation is contingent upon the following: (i) the County shall provide Rasier with prompt written notice of any claim subject to indemnification hereunder, and (ii) any costs to be incurred by the County when it defends and/or settles each such claim are subject to Rasier's prior consent, which shall be reasonable.

[The remainder of this page intentionally left blank.]

DATED: _____

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, by its
BOARD OF County COMMISSIONERS

By: _____
Deputy Clerk

By: _____
SHELLEY VANA, MAYOR

(SEAL)

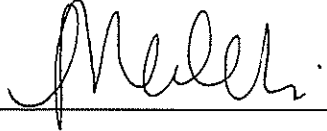
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DATED: 03/09/2015

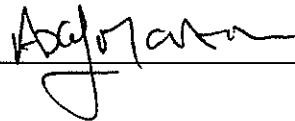


COUNTY ATTORNEY

DATED: 03/09/2015
ATTEST:



RASIER, LLC

By: 

Axel Martinez
Type or Print Name:

Manager
Title/Position:

EXHIBIT "A"
AIRPORT INTERIM OPERATING REQUIREMENTS

1. Rasier acknowledges that County owns and operates the Palm Beach International Airport ("Airport"), which is managed by and through its Department of Airports ("Department"). In addition to any other rules or requirements established by County by law or under this Agreement, Rasier and Rasier Partners shall comply with all applicable requirements of the Palm Beach County Airport Rules and Regulations adopted by County Resolution No. R-98-220, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport ("Airport Regulations"), while engaging in ground transportation activities on the Airport, subject to the provisions of this Agreement.

2. In order to assist County in managing the number of commercial vehicles utilizing the Airport roadways and facilities, including, but not limited to, terminal and parking facilities, and to maintain the security of adjacent County-owned properties, Rasier shall establish a virtual perimeter around the Airport bounded by the following roadways: northern edge of Belvedere Road (North boundary); western edge of Military Trail (West boundary); eastern edge of Australian Avenue (East boundary); and southern edge of Southern Boulevard (South boundary) (hereinafter referred to as the "Geo-Fence"). Rasier Partners shall be prohibited from staging, loitering or parking within the Geo-Fence. In addition, if the Department determines a Rasier Partner is illegally staging on any adjacent County-owned properties, including, but not limited, to the Airport Centre complex located northwest corner of I-95 and Southern Boulevard or the County-owned properties located north of Belvedere Road and west of Military Trail, the Department may request the suspension or termination of the Rasier Partner in accordance with Section 8 below. In an effort to ensure Rasier Partners adhere to the foregoing requirements, Rasier shall block Rasier Partners from accepting passengers on the Uber app while located anywhere within the Geo-Fence. At all times during the term of this Agreement, County shall be capable of verifying that Rasier has incorporated the Geo-Fence through the Uber app. Rasier shall notify the Rasier Partners operating at the Airport of the requirements of this Agreement. Rasier acknowledges and agrees that it shall be the sole responsibility of Rasier and Rasier Partners to provide appropriate areas for the staging of Rasier Partner Vehicles while waiting for potential passengers.

3. Within fifteen (15) days of the date of this Agreement, Rasier shall issue to each Rasier Partner authorized to provide TNC Services on the Airport with trade dress that shall be affixed to a Rasier Partner Vehicle and shall identify the Rasier Partner as providing TNC Services for Rasier. Trade dress shall allow County to identify Rasier Partner Vehicles at a distance of up to fifty (50) feet at all times when such vehicles are within the Geo-Fence. Prior to issuance of the trade dress, the size, format and content of the trade dress shall be provided by Rasier to the Department for review and approval.

4. When providing TNC Services on the Airport, Rasier shall ensure that Rasier Partners comply with the following requirements:

- A. Each Rasier Partner authorized to provide TNC Services at the Airport shall affix the approved trade dress to their Rasier Partner Vehicle so that the trade dress is clearly visible from outside the Rasier Partner Vehicle

prior to entering the Geo-Fence.

- B. Every passenger picked or dropped off shall be documented by an electronic reservation before the Rasier Partner crosses the Airport's Geo-Fence. Rasier Partners shall not enter the Airport's Geo-Fence without a valid electronic reservation. Each Rasier Partner shall present his or her driver's license and electronic reservation for inspection to any Department, County or Palm Beach County Office Sheriff's Department representative or employee upon request. The electronic reservation shall include the first name of the person who requested the ride, the pickup location and first name of the Rasier Partner providing the service.
- C. Rasier Partners shall only load and unload passengers in those locations designated by the Department for the pickup and drop off passengers utilizing pre-arranged ground transportation services at the Airport ("Designated Areas"). The Designated Areas shall only be utilized for the active loading and unloading of passengers. Rasier Partners shall not leave a Rasier Partner Vehicle unattended in any Designated Area. Rasier acknowledges that the Designated Areas may be modified from time-to-time by the Department in its sole and absolute discretion.
- D. If a Rasier Partner is dropping a passenger off at the Airport, the Rasier Partner shall exit the Geo-Fence area upon completion of the drop off. Rasier Partners shall not loop or circle around the Airport access roads or other Airport roadways while waiting for a pick up or attempting to book a passenger for TNC Services. Rasier Partners shall not stop, park or loiter within the Geo-Fence while waiting for a passenger to arrange a trip through the Uber app.

5. In order to assist County in determining the impact of the TNC Services by Rasier Partners on the Airport roadways and facilities, Rasier shall provide to the Department a report that contains the following information on or before the twentieth (20th) day of each and every month while this Agreement remains in effect ("Monthly Report"):

- A. The total number of drop-offs by Rasier Partners at the Airport during the preceding calendar month.
- B. The total number of pickups by Rasier Partners at the Airport during the preceding calendar month.

The form and substance of the Monthly Report shall be reasonably acceptable to the Department.

6. The Monthly Report shall be delivered to the following address: Palm Beach County Department of Airports, Attn: Properties Division, 846 Palm Beach International Airport, West Palm Beach, Florida 33406, or to such other address as may be directed by Department from time to time. The Department may require the Monthly Report to be submitted electronically to

such e-mail addresses as may be designated by the Department.

7. Rasier shall pay to County an airport access fee of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month ("Airport Access Fee") for the non-exclusive right of ingress and egress across the Airport access roadways by Rasier Partners for the conduct their permitted ground transportation operations hereunder in accordance with the terms, conditions and limitations of this Exhibit "A". The Airport Access Fee shall be paid in advance, without demand, deduction, hold back or set off on or before the first (1st) day of each and every month throughout the term of this Agreement and any extension thereof. If the effective date of this Agreement occurs on any day other than the first (1st) day of the month, Rasier shall pay the Airport Access Fee from the effective date to the first (1st) day of the following month on a per diem basis (calculated on the basis of the actual number of days in the month in which the effective date occurs). Any payment due hereunder for any other fractional month shall likewise be calculated and paid on a per diem basis. The Airport Access Fee shall be made payable to Palm Beach County and delivered to the following address: Palm Beach County Department of Airports, Attn: Finance Division, 846 Palm Beach International Airport, West Palm Beach, Florida 33406, or to such other address as may be directed by Department from time to time.

8. In the event the Department has reasonably determined that a Rasier Partner has violated the requirements of this Exhibit "A", Rasier shall suspend or terminate the Rasier Partner's authorization to engage in pick-ups at the Airport as directed by the Department. The Department's determination of whether to suspend or terminate the Rasier Partner's authorization to engage in pick-ups at the Airport shall depend on the nature of the violation and whether the Rasier Partner has previously violated the requirements of this Exhibit "A".

9. County, with the Department acting on behalf of County, may terminate the provisions of this Exhibit "A", with or without cause, upon thirty (30) days prior written notice to Rasier.