

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY



Meeting Date: March 1, 2016 [] Consent [X] Regular [] Ordinance [] Public Hearing

Department Submitted By: Public Safety Department Submitted For: Public Safety Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A) an amendment to the Temporary Operating Agreement (TOA) with Rasier, LLC (Rasier), a subsidiary of Uber Technologies, Inc. allowing Uber to continue operating as a transportation network company ("TNC") in Palm Beach County until April 30, 2016; and B) Temporary Operating Agreement with Lyft Inc., a Delaware corporation, ("Lyft") to operate as a TNC in Palm Beach County until April 30, 2016.

Summary: On March 10, 2015, the Board of County Commissioners (BCC) approved a TOA with Rasier to operate in Palm Beach County until September 30, 2015. At the September 22, 2015 meeting, the BCC approved an extension of the TOA authorizing Rasier to continue operations in Palm Beach County until March 31, 2016 or until such time the Governor of Florida signs TNC related legislation into law, whichever occurs first. Staff was also given direction to allow other TNC companies to enter into the same TOA with the County. Staff is requesting to extend the TOA with Rasier until April 30, 2016 since there are legislative issues that are not resolved which might require changes to the Vehicle for Hire Ordinance. This extension will allow for legislation to be finalized and/or provide staff additional time to revise the Vehicle for Hire Ordinance. In addition, Lyft is requesting the County to enter into a TOA to operate in Palm Beach County. Other than Rasier, Lyft is the only company that requested a TOA. Therefore, staff is requesting approval of the TOA with Lyft which provides the same terms and conditions set forth in the TOA with Rasier and will also expire on April 30, 2016. Countywide (JB)

Background and Policy Issues: On July 21, 2015, the Board of County Commissioners held a preliminary reading of the revised Vehicle for Hire Ordinance and approved to advertise for public hearing on August 18, 2015. On August 18, 2015, the Board of County Commissioners continued the public hearing until September 22, 2015. At the September 22, 2015 BCC meeting, staff was directed to extend the TOA with Rasier until March 31, 2016 or such time the Governor of Florida signs TNC related legislation into law, whichever occurs first.

Attachments:

- 1) Amendment to Temporary Operating Agreement with Rasier
2) Temporary Operating Agreement with Lyft

Recommended by: [Signature] 2/25/16
Department Director Date
Approved By: [Signature] 2/25/16
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$30,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>(\$30,000)</u>	_____	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In Current Budget? Yes _____ No X

Budget Account Exp No: Fund _____ Department _____ Unit _____ Object _____
 Rev No: Fund _____ Department _____ Unit _____ Object _____

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

The payment of \$15,000 from Lyft will be used to cover any administrative and regulatory costs associated with TOA and Lyft's operations in Palm Beach County. Since Rasier will be in operation for one year as of March 9, 2016, an additional payment of \$15,000 from Rasier will be requested.

Departmental Fiscal Review: *Vicki Stenmark*

III. REVIEW COMMENTS

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

Shirley Brown
 OFMB

Dr. J. J. Jankovics 2/29/16
 Contract Administration

B. Legal Sufficiency:

James Brub 2/22/16
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

SECOND AMENDMENT TO TEMPORARY OPERATING AGREEMENT

This Second Amendment is made and executed this 1st day of March 2016, by PALM BEACH COUNTY, a political subdivision of the State of Florida, (hereinafter "County") and RASIER, LLC, a Delaware limited liability company and subsidiary of Uber Technologies, Inc., (hereinafter "Rasier").

WITNESSETH:

WHEREAS, County and Rasier entered into that certain Temporary Operating Agreement (the "TOA") on March 10, 2015, authorizing Rasier to operate in Palm Beach County, Florida until September 30, 2015 (R2015-0361); and

WHEREAS, On September 22, 2015, County and Rasier agreed to extend the TOA until March 31, 2016 or until such time the Governor of Florida signs TNC-related legislation into law (R2015-1356); and

WHEREAS, Rasier desires to continue operating in Palm Beach County, Florida.

NOW, THEREFORE: County and Rasier hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning ascribed to them in the TOA.
2. Section IV(A) - **General Provisions, Effective Date/Term** - of the TOA, is amended by deleting the expiration date of March 31, 2016 or until such time the Governor of Florida signs TNC-related legislation into law, whichever occurs first" and replacing it with: "April 30, 2016.
3. Except as set forth herein, the TOA remains unrevised and in full force and effect, and the parties hereby ratify, confirm, and adopt the TOA as amended hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the TOA to be executed in their respective names on the date set forth above.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, by its
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

DATED: _____

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Sharon Bock
County Attorney

DATED: _____

RASIER, LLC

By: _____
Karen Walker

Karen Walker
Type or Print Name

Manager
Title/Position

TEMPORARY OPERATING AGREEMENT

This Temporary Operating Agreement (hereinafter "Agreement") is entered into this 1st day of March 2016, 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 Lyft Inc, a Delaware Corporation, whose address is 2300 Harrison Street, San Francisco, California 94110 (hereinafter "Lyft").

WHEREAS, Lyft 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 Lyft 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 Lyft to operate in Palm Beach County during this review, subject to the terms and conditions set forth below.

NOW, THEREFORE:

I. County and Lyft agree as follows:

A. The following definitions shall apply to this Agreement:

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

"Lyft Partner Vehicle" means a personal or noncommercial vehicle that is used by a Lyft Partner to provide transportation services requested through the Lyft 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 Lyft Partner through the Lyft platform. TNC services begin when a Lyft Partner accepts a request for transportation received through the Lyft app, TNC services continue while the Lyft Partner transports the passenger in the Lyft Partner's vehicle, and terminate when the passenger reaches his or her intended destination and exits the Lyft Partner's vehicle.

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

II. Lyft agrees as follows:

A. Insurance. Lyft 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 Lyft platform but not en route/with passenger: The following automobile liability insurance requirements shall apply during the time that a Lyft Partner is logged into the Lyft 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 Lyft 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 Lyft 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 Lyft Partner; automobile liability insurance maintained by Lyft; or any combination of the immediately preceding two; and

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

3. Insurance Deficiency. In every instance where insurance maintained by a Lyft 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 Lyft shall provide the coverage required by this section beginning with the first dollar of a claim.
 4. Primary Coverage. Lyft 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. Lyft's policy shall provide blanket coverage for non-owned automobiles active on the Lyft platform.
 5. Certificate of Insurance/Additional Insured. Lyft shall provide to the County a certificate of insurance for the policy(ies) required herein, naming Lyft 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, Lyft shall conduct a local, state and federal criminal background check and obtain and review the criminal history for each potential Lyft 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. 19-227 (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 Lyft Partner. Lyft 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 Lyft Partner and quarterly thereafter, Lyft 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 Lyft Partner. Lyft will maintain electronic records of such driving history reports for the duration of this Agreement.
- D. Driver Requirements. Lyft shall ensure that all Lyft 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. Lyft must secure proof of Lyft Partner's personal insurance. Lyft shall maintain accurate and up-to-date records of all Lyft Partners providing services through the Lyft platform. Lyft shall provide driver-related guidance materials to Lyft Partners. Lyft shall also take reasonable steps to notify Lyft Partners of their obligations under this Agreement.

- E. Driver Drug/Alcohol and Tobacco Use. Lyft shall implement a zero-tolerance policy on the use of drugs or alcohol applicable to any Lyft 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, Lyft 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 Lyft Partner have been matched, Lyft's digital platform shall display for the passenger the name and photograph of the Lyft Partner as well as a description of the make, model and license plate number of the Lyft Partner Vehicle.
- G. Vehicles Used; Safety Inspection. Lyft Partners' Vehicles shall be street-legal four-door vehicles that are no more than ten (10) model years of age. No Lyft 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 Lyft 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 Lyft Partner Vehicles entered into service after the effective date of this Agreement shall be inspected within 30 days of entry into service. Lyft Partners shall keep proof of their vehicle inspection with them at all times in their Lyft 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. Lyft shall maintain a website and provide a 24-hour customer service telephone number or email address.
- I. Service of Process. Lyft shall maintain an agent for service of process in Florida.
- J. Passenger Receipt. Upon completion of a trip, Lyft 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. Lyft 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 Lyft may offer service for compensation, no-charge, or suggested compensation. Lyft 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. Prime-time/Dynamic pricing. When Lyft utilizes Prime-time/Dynamic-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. Lyft Partners shall not use any marked taxicab zones.
- O. Accessibility. Lyft shall not allow Lyft 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 Lyft Partner an undue health burden, Lyft shall make best efforts to connect the passenger with the support animal to an alternate driver. Lyft 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. Lyft shall conduct outreach to community organizations with wheelchair accessible vehicles to publicize Lyft's need for wheelchair accessible vehicles and drivers with the goal of providing services to all passengers. Lyft 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. Lyft shall report to the County the effectiveness of both outreach efforts on or before April 30, 2016.
- Q. Payment to County. Within ten (10) days from the effective date of this Agreement, Lyft shall pay to the County fifteen thousand dollars (\$15,000) to cover any administrative and regulatory costs associated with this Agreement and Lyft'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 April 30, 2016, Lyft'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 Lyft's \$15,000 payment will apply toward one year of operations from the effective date of this Agreement.
- R. Airport. Lyft and Lyft 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. Lyft 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, Lyft shall make these records available for inspection to the County for purposes of conducting an audit of Lyft's compliance with this Agreement. This audit shall occur at Lyft's place of business or a mutually agreed setting in Palm Beach County.
- T. Complaint Investigation. In response to a specific complaint, the County may inspect, at Lyft's place of business or a mutually agreed setting in Palm Beach County, those records held by Lyft 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 Lyft 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 Lyft 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 Lyft that it has received a request and inform Lyft of whether it will release the requested record(s) so that Lyft has an opportunity to take steps to prevent disclosure.

- III. County agrees as follows:
- A. Lyft may operate in Palm Beach County so long as Lyft and Lyft 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 Lyft and Lyft 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 April 30, 2016. This Agreement may be extended by both parties in writing.
 - B. Termination. Notwithstanding anything contained herein to the contrary, the County or Lyft 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 Lyft or any Lyft 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 Lyft 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 Lyft and County.
 - F. Entirety of Agreement. This Agreement, including Exhibit "A," constitutes the entire Agreement between the County and Lyft. 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 Lyft 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 Lyft and Lyft Partners are not agents, servants or employees of County or its Board of County Commissioners. Lyft 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 Lyft or Lyft Partners or their respective agents, employees, licensees or invitees (“Lyft 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, Lyft 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 Lyft 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 Lyft’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

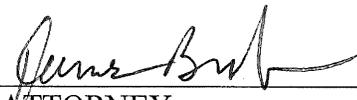
By: _____
Deputy Clerk

By: _____
MARY LOU BERGER, MAYOR

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DATED: _____



COUNTY ATTORNEY

DATED: 26 Feb 2016
ATTEST:

LYFT, INC.



By: 

Andrea Lobato
Type or Print Name:

Director, Regulatory Compliance
Title/Position:

EXHIBIT "A"
AIRPORT INTERIM OPERATING REQUIREMENTS

1. Lyft, Inc. ("Lyft") 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, Lyft and Lyft drivers/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, Lyft 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"). Lyft drivers/partners shall be prohibited from staging, loitering or parking within the Geo-Fence. In addition, if the Department determines a Lyft driver/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 Lyft driver/partner in accordance with Section 8 below. In an effort to ensure Lyft drivers/partners adheres to the foregoing requirements, Lyft shall block Lyft drivers/partners from accepting passengers on the Lyft app while located anywhere within the Geo-Fence. At all times during the term of this Agreement, County shall be capable of verifying that Lyft has incorporated the Geo-Fence through the Lyft app. Lyft shall notify the Lyft drivers/partners operating at the Airport of the requirements of this Agreement. Lyft acknowledges and agrees that it shall be the sole responsibility of Lyft and Lyft drivers/partners to provide appropriate areas for the staging of Lyft drivers/partners vehicles while waiting for potential passengers.

3. Within fifteen (15) days of the date of this Agreement, Lyft shall issue to each Lyft driver/partner authorized to provide TNC Services on the Airport with trade dress that shall be affixed to a Lyft driver's/partner's vehicle and shall identify the Lyft driver's/partner's as providing TNC Services for Lyft. Trade dress shall allow County to identify Lyft drivers/partners 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 Lyft to the Department for review and approval.

4. When providing TNC Services on the Airport, Lyft shall ensure that Lyft drivers/partners comply with the following requirements:

- A. Each Lyft driver/partner authorized to provide TNC Services at the Airport shall affix the approved trade dress to their Lyft driver's/partner's vehicle so that the trade dress is clearly visible from outside the Lyft driver's/partner's vehicle prior to entering the Geo-Fence.
- B. Every passenger picked or dropped off shall be documented by an electronic reservation before the Lyft driver/partner crosses the Airport's Geo-Fence. Lyft driver/partner shall not enter the Airport's Geo-Fence without a valid electronic reservation. Each Lyft driver/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 Lyft driver/partner providing the service.
- C. Lyft driver/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. Lyft driver/partners shall not leave a Lyft driver/partner vehicle unattended in any Designated Area. Lyft acknowledges that the Designated Areas may be modified from time-to-time by the Department in its sole and absolute discretion.
- D. If a Lyft driver/partner is dropping a passenger off at the Airport, the Lyft driver/partner shall exit the Geo-Fence area upon completion of the drop off. Lyft drivers/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. Lyft drivers/partners shall not stop, park or loiter within the Geo-Fence while waiting for a passenger to arrange a trip through the Lyft app.

5. In order to assist County in determining the impact of the TNC Services by Lyft drivers/partners on the Airport roadways and facilities, Lyft 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 Lyft drivers/partners at the Airport during the preceding calendar month.
- B. The total number of pickups by Lyft drivers/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. Lyft 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 Lyft drivers/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, Lyft 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 transmitted by electronic wire transfer to the account information designated by the Department, or 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 Lyft driver/partner has violated the requirements of this Exhibit "A", "Lyft" shall suspend or terminate the Lyft driver/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 Lyft driver/partner's authorization to engage in pick-ups at the Airport shall depend on the nature of the violation and whether the Lyft driver/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 Lyft.