

LICENSE AGREEMENT

between

BROWARD COUNTY

and

RASIER-DC, LLC

for

TRANSPORTATION NETWORK COMPANY SERVICES AT  
FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT  
AND PORT EVERGLADES

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AND PORT EVERGLADES

This LICENSE AGREEMENT FOR TRANSPORTATION NETWORK COMPANY SERVICES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT AND PORT EVERGLADES ("Agreement"), is made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida (the "County") and RASIER-DC, LLC ("Rasier"), a Delaware limited liability company, authorized to do business in the state of Florida (the "Company") (collectively referred to as the "Parties").

## **RECITALS**

WHEREAS, County owns and operates the Fort Lauderdale-Hollywood International Airport (the "Airport"); and

WHEREAS, County owns and operates Port Everglades (the "Port"); and

WHEREAS, the Company is providing transportation network company services to passengers at the Airport and Port, through Company's digital platform which connects passengers to individual drivers who use a personal or noncommercial vehicle to provide for-hire ground transportation services; and

WHEREAS, County regulates ground transportation services that are provided at the Airport and Port to promote the highest quality of service and to ensure efficiency and safety for the passengers and customers at the Airport and Port; and

WHEREAS, Company desires to continue to operate a transportation network company services business at the Airport and Port, which shall be subject to County's approval and regulation, as now and hereafter adopted; and

WHEREAS, County and Company desire to enter into this non-exclusive License Agreement;

NOW THEREFORE, IN CONSIDERATION of the mutual provisions, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

## **ARTICLE 1. RECITALS, DEFINITIONS**

The foregoing recitals are hereby incorporated into and made a part of this Agreement by this reference. For the purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions and identifications set forth below apply unless the context in which the word or phrase is used requires a different definition:

1.1 "Agreement" shall mean this License Agreement for Transportation Network Company Services at Fort Lauderdale-Hollywood International Airport and Port Everglades, including any supplements, modifications or amendments thereof.

1.2 "Airport" shall mean the Fort Lauderdale-Hollywood International Airport, located in Broward County, Florida and all property encompassed within the boundaries of the Airport.

1.3 "Airport Terminals" and "Terminals" shall mean the airline passenger terminal buildings now and hereafter located at the Airport.

1.4 "AVI System" shall mean the County's automatic vehicle identification system used to determine the number of trips made by each for-hire ground transportation vehicle as such vehicle enters and exits the Airport and Port.

1.5 "Aviation Department" shall mean the Broward County Aviation Department and its authorized representatives.

1.6 "Commencement Date" shall mean the retroactive date of Tuesday, August 7, 2014. This Agreement shall commence on August 7, 2014.

1.7 "Commission" or "Board" shall mean the Broward County Board of County Commissioners.

1.8 "County" shall mean Broward County, a body corporate and a political subdivision of the state of Florida.

1.9 "Company" shall mean Rasier-DC, LLC, a Delaware limited liability company, and its permitted successors in interest.

1.10 "Contract Year" shall mean a yearly period, with the first yearly period beginning on the Commencement Date and ending on the last day of the 365th day thereafter.

1.11 "Director of Aviation" shall mean the Director of Aviation of the Broward County Aviation Department.

1.12 "Effective Date" shall mean the date that this Agreement shall be effective between the Parties, which Effective Date is hereby established as the first day by which the County and the Company shall both have executed this Agreement.

1.13 "Environmental Laws" shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

1.14 "Federal Aviation Administration" or "FAA" shall mean that agency of the United States Government created and established under the Federal Aviation Act of 1958, as codified in the United States Code, Title 49, or its successor.

1.15 "Geofence" shall mean the virtual boundary around the physical geographical area that is Airport and Port property corresponding with the set of coordinates defining that area. A map depicting the areas of the Geofence for the Port and Airport is attached hereto and made a part hereof as **Exhibit A**.

1.16 "Ground Transportation Manager" shall mean the firm or person operating under a separate agreement with the County that is responsible for the administration of the County's Airport Ground Transportation Program and the person responsible for ground transportation at the Port.

1.17 "Hazardous Materials" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority or pursuant to Environmental Laws to pose a present or potential hazard to human health or safety or to the environment. "Hazardous Materials" includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 U.S.C. Section 9601 et seq.) ("CERCLA").

1.18 "Operating Guidelines" shall mean the plan established by the County to organize and manage ground transportation modes at the Airport and Port, including TNC Services, as such Operating Guidelines may be amended from time to time. The current Operating Guidelines can be found at the following website: <http://www.broward.org/Airport/Transportation/Documents>

1.19 "Pick-up" shall mean each passenger pick-up by a TNC Driver at or from the Airport Terminals or Port facilities.

1.20 "POV" shall mean each personal or noncommercial vehicle registered with the Company for the provision of TNC Services.

1.21 "TNC" or "Transportation Network Company" means the Company and each individual, partnership, association, corporation, or other entity that uses a digital network

platform or software application service to connect passengers to TNC Services provided by TNC Drivers.

1.22 "TNC Driver" shall mean an individual who uses the individual's personal or noncommercial vehicle to provide ground transportation services arranged through a Transportation Network Company's digital network platform or software application service.

1.23 "TNC Services" and "Services" shall mean transportation of a passenger using a personal or noncommercial vehicle that is used by a transportation network company driver to provide ground transportation services to or from the Airport or Port arranged through a Transportation Network Company's digital network platform or software application service.

1.24 "TSA" shall mean the federal Transportation Security Administration, or any successor agency.

1.25 "Trade Dress" shall mean a logo, insignia, or emblem that is attached to or visible from the exterior of a TNC Driver's POV at a distance of fifty (50) feet, that identifies the TNC with which the TNC Driver's POV is affiliated. All POVs operating under Company's digital network platform or software application service must display the same Trade Dress. The Company will distribute the Trade Dress to all TNC Drivers who operate at the Airport or Port under Company's digital network platform or software application service and all such TNC Drivers shall be registered with the Company.

1.26 "Trip" shall mean each passenger pick-up and each passenger drop-off by a TNC Driver at or from the Airport Terminals or Port facilities.

1.27 "Port" shall mean Port Everglades, located in Broward County, Florida, and all property encompassed within the boundaries of Port.

1.28 "Port Director" shall mean the Director of the Broward County Port Everglades Department.

1.29 "Affiliate" shall mean any corporation, firm, limited liability company, partnership or other entity that directly or indirectly controls or is controlled by or is under common control with Company. Control means ownership, directly or through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, or status as a general partner in any partnership, or any other arrangement whereby a party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity, or if such level of ownership or control is prohibited in any country, any entity owned or controlled by or owning or controlling at the maximum control or ownership right permitted in the country where such entity exists.

## **ARTICLE 2 – TERM, CONDITION PRECEDENT, SECURITY DEPOSIT, FEES**

**2.1 Commencement Date.** The "Term" of this Agreement shall begin on the Commencement Date and shall end on the Termination Date.

**2.2 Termination Date.** If not sooner terminated pursuant to other provisions of this Agreement, this Agreement shall terminate on December 31, 2017.

### **2.3 Condition Precedent**

**2.3.1** As a condition precedent to Company providing TNC Services at the Airport and Port pursuant to this Agreement, Company must certify in writing to County the following:

- (a) Company has complied with all the requirements of Chapter 22½, Broward County Code of Ordinances.
- (b) All TNC Drivers currently operating on Company's digital network platform have been provided with the appropriate trade dress to affix to their POVs as required by Section 1.26, above, and each such POV is registered with the Company; and
- (c) The Geofence required by Section 3.2, is established and operational; and
- (d) The Security Deposit required by Section 2.5, below has been provided by the Company to the County.

### **2.4 Intentionally Omitted.**

**2.5 Security Deposit.** Simultaneously with Company's execution of this Agreement, Company shall provide a Security Deposit to County for operations at the Airport in the amount of \$12,000.00 and a Security Deposit to County for operations at the Port in the amount of \$3,500.00. The Security Deposits may be increased from time to time as hereinafter provided.

**2.5.1** The Security Deposits shall serve as security for the payment of all monies due to County and shall also secure the performance of all obligations of Company pursuant to this Agreement. The Security Deposit shall be either in the form of cash or an Irrevocable Letter of Credit ("Letter of Credit"), in form and substance satisfactory to the County Attorney's Office. In the event of any failure by Company to pay when due any fees or other charges hereunder or upon any other failure to perform its obligations hereunder or upon any other default hereunder, then in addition to any other rights and remedies available to County at law or in equity, the County shall be entitled to draw down up to the full amount of the Security Deposit and apply same to all amounts owed by Company to County. The County shall draw down upon the Security Deposit for Port operations only for a failure to pay fees or other charges related to operations at the Port. The County shall draw

down upon the Security Deposit for Airport operations only for a failure to pay fees or other charges related to operations at the Airport. Upon notice of any such draw, Company shall immediately replace the Security Deposit with cash or a new Letter of Credit in the full amount of the respective Security Deposit required hereunder. The County, upon fourteen (14) days' notice to the Company, may at any time require an adjustment in the amount of the Security Deposits, provided each such adjusted Security Deposit amount is not more than two (2) months' payments required to be paid by Company to County hereunder during a period of time that ended prior to the adjustment date. Company shall increase the Security Deposit within fourteen (14) days following County's notice to Company of the Security Deposit increase.

2.5.2 The Security Deposits shall be kept in full force and effect throughout the Term of this Agreement and for a period of three (3) months thereafter. Not less than ninety (90) days prior to any expiration date of a Letter of Credit, Company shall submit evidence in form satisfactory to the County that said Security Deposit instrument has been renewed. A failure to renew a Letter of Credit, or to increase the amount of the Security Deposits, as required pursuant hereto, shall (i) entitle the County to draw down the full amount of such Security Deposit, and (ii) be a default of this Agreement entitling County to all available remedies. The Security Deposits shall not be returned to the Company until all obligations under this Agreement are performed and satisfied.

2.5.3 Each Letter of Credit shall be provided by a financial institution of recognized standing authorized to do business in the state of Florida. Throughout the term of the Letter of Credit, the financial institution that has issued the Letter of Credit must maintain a relationship with a financial institution having an office in Broward, Miami-Dade, or Palm Beach County, Florida at which the Letter of Credit may be presented for drawing down, and the financial institution that has issued the Letter of Credit must have been in business with a record of successful continuous operation for at least five (5) years. Each letter of credit shall be in form and substance satisfactory to the County Attorney's Office.

2.6 **Fees.** For the privilege of conducting its business pursuant to this non-exclusive license, Company agrees to pay to the County fees as hereinafter described ("Trip Fees"). Such Trip Fees shall be subject to adjustment from time to time pursuant to a Board adopted resolution that establishes any new rate. Six (6) months after the Effective Date, Company shall provide the County with data reflecting the number of Trips at the Airport and Port and the Trip fees paid since the Effective Date; the County shall then evaluate the adequacy of the Trip Fees and the Aviation Director and Port Director shall recommend to the Board whether Trip Fees should be modified.

2.6.1 Prior to the Effective Date, Company shall pay to County in the form of a check payable to Broward County or a wire transfer (using the instructions provided by the County) the total amount to cover Company's Pick-ups (including any Pick-ups performed by TNC Drivers operating through any affiliate of

Company) from the Airport for the period from the Commencement Date to the date Company signs this License Agreement at a rate of \$4.50 per Pick-up. Company shall pay to County in the form of a check payable to Broward County or a wire transfer (using the instructions provided by the County) the total amount to cover Company's operations from the Port (including any operations at the Port by TNC Drivers operating through any affiliate of Company) for the period from the Commencement Date to the date Company signs this License Agreement at a rate of \$2.00 per Pick-up.

2.6.2 As provided in Section 2.6.5, the Company shall maintain an accounting of the Pick-ups at the Airport and Port from the Commencement Date to the date Company signs this License Agreement.

2.6.3 Beginning on the Effective Date, Company shall pay monthly Trip Fees to the County for all TNC Drivers' activities at the Airport, based on the total of all monthly Pick-ups of passengers by all TNC Drivers using Company's digital platform, with such Trip Fees based on a rate of \$4.50 for each Pick-up by a TNC Driver. Beginning on the Effective Date, Company shall pay monthly Trip Fees to the County for all TNC Drivers' activities at the Port based on the total of all monthly Pick-ups of passengers by all TNC Drivers using Company's digital platform, with such Trip Fees based on a rate of \$2.00 for each Pick-up by a TNC Driver. Such Trip Fees shall be subject to adjustment from time to time pursuant to a Board adopted resolution that establishes any new rate.

2.6.4 Company shall pay the Trip Fees to the County on a monthly basis, which payment shall be paid in full by check made payable to Broward County and submitted to the County within fifteen (15) days following the end of each calendar month or, as an alternative, payment may be made by wire transfer (using the instructions provided by the County) and submitted by the fifteenth (15th) day following the end of each calendar month. Each payment shall be accompanied by a Company report, in form acceptable to the County, that details the number of Trips that occurred during the month and provides the detailed information set forth in **Exhibit B**, attached hereto. Payments by Company are to be net, without deduction or set-off of any kind. If full payment is not received within fifteen (15) days following the end of any calendar month, Company's Security Deposit will be applied against the deficit, and Company shall thereafter bring the Security Deposit back to the required Security Deposit amount within fifteen (15) days following County's notice of Security Deposit inadequacy. If Company does not replenish its Security Deposit within fifteen (15) days following County's notice of Security Deposit inadequacy, the County Administrator, by written notice of same to the Company, is authorized to immediately suspend Company's operations at the Airport and Port and terminate this Agreement. Upon receipt of any such notice, Company shall cease operations at the Airport and Port and immediately disable all TNC Drivers from utilizing the Company's digital network platform or software application service to arrange for any pick up of passengers at the Airport or Port whatsoever, whether from inside the Geofence boundaries, or from any other

location of the TNC Driver whatsoever. The Company's obligations under this Section 2.6.4 shall survive the termination or expiration of this Agreement. County reserves the right to enforce its legal rights to collect the delinquent amount. Company agrees to pay County's attorneys' fees and costs for County enforcing County's rights to collect the delinquent amount, including but not limited to County's attorneys' fees and costs in obtaining a final judgment or settlement, if County prevails in a legal proceeding to enforce its rights.

2.6.5 The Company shall pay the monthly Trip Fees based on the Company's data collected by Company's digital network platform/software application service. Company shall maintain records that detail the number of Trips and provide the detailed information set forth in **Exhibit B**, attached hereto.

2.6.6 All payments for Trip Fees at the Airport required to be made by the Company under this Agreement shall be made payable to "Broward County," and shall be paid to the Finance Division, Broward County Aviation Department, 2200 SW 45 Street, Suite 101, Dania Beach, Florida 33312, or to such other office or address as may be substituted therefore. All payments for Trip Fees at the Port required to be made by the Company under this Agreement shall be made payable to "Broward County," and shall be paid to the Finance Division, Broward County Port Everglades Department, Port Everglades, 1850 Eller Drive, Fort Lauderdale, Florida 33316, or to such other office or address as may be substituted therefore. As an alternative, payment may be made by wire transfer using the written instructions provided by the County.

2.6.7 The County shall be entitled to collect interest at the rate of eighteen percent (18%) per annum from the date due, or the maximum amount permitted by law, whichever is less, until the date paid on any amounts that are past due under this Agreement. The right of the County to require payment of such interest and the obligation of the Company to pay same shall be in addition to and not in lieu of the right of the County to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.

**2.7 Hazardous Materials.** Neither the Company nor any TNC Driver shall cause any Hazardous Material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport or Port, or transported to or from the Airport or Port.

### **ARTICLE 3 – OPERATING REQUIREMENTS**

3.1 During the Term of this Agreement and subject to all provisions hereof, Company shall have a non-exclusive, revocable license solely to: (i) operate a transportation network business (subject to this agreement and all applicable laws, rules, ordinances, and regulations) at the Airport and Port utilizing smart phone mobile application technology to connect passengers with TNC Drivers; (ii) permit TNC Drivers to transport passengers and their personal baggage to or from the Airport Terminals and Port facilities in TNC Drivers' POVs; (iii) permit TNC Drivers to use common-use Airport and Port roadways for ingress and egress to and from the Airport Terminals and Port facilities,

provided that each such TNC Driver must have Trade Dress displayed on the TNC Driver's POV in accordance with Section 1.26.

3.2 Prior to the Effective Date the Company shall establish and maintain a Geofence that prohibits each TNC Driver from receiving any requests for any passenger pick-ups while the TNC Driver's POV is located within the Airport or Port property, which Airport or Port property is depicted on **Exhibit A**, attached hereto. The Company shall also register each drop off at and Pick-up from the Airport and Port by each TNC Driver. Failure to maintain or operate the Geofence at all times during the Term of this Agreement will constitute a breach of this Agreement for which the County may terminate this Agreement, provided Company has not corrected the breach within 24 hours after County's notification to Company. The County intends to develop a technology-based system for tracking transportation network company Pick-ups and drop-offs of passengers at the Port and Airport, which system may include the use of AVI (including compatible Florida toll road tags) or an Automated Data Exchange Process, as described in **Exhibit C**, attached hereto. County shall provide written notice to the Company that it intends to implement such technology based solution(s) and, not later than thirty (30) days after the date on which the County provides such notice, the Company shall notify County whether it intends to implement one or a combination of the systems proposed by the County. If the Company does not agree to implement one or a combination of the systems proposed by the County, this Agreement shall terminate thirty (30) days after the date on which the Company notifies County that it does not agree to implement the County's proposed system.

3.3 TNC Drivers may accept requests for passenger pick-ups only while the TNC Drivers are located outside the boundaries of the Geofence and the TNC Drivers shall not accept any requests for passenger pick-ups while the POVs of any such TNC Drivers are located on any Airport or Port property, which Airport and Port property is depicted on **Exhibit A**, and is located within the Geofence boundaries. If space to stage POV's becomes available, County reserves the right to adjust Geofence boundaries as needed to meet operational requirements.

3.4 Company is not permitted to use its own vehicles to provide any passenger pick-up or drop-off at the Airport or Port.

3.5 Failure of any TNC Driver to display a valid Trade Dress while on any Airport or Port property for the purpose of providing TNC Services is a violation of the Agreement and, upon notification by the County to the Company of such violation, the Company shall take appropriate action to prevent future violations by the TNC Driver. TNC Drivers who repeatedly fail to display a valid Trade Dress while on any Airport or Port property for the purpose of providing TNC Services will be subject to immediate suspension from providing any TNC Services at the Airport and Port; and upon notification by the County to the Company of such suspension, the Company shall immediately disable such TNC Drivers from utilizing the Company's digital network platform/software application service.

3.6 TNC Drivers shall have non-exclusive ingress to and egress from the Airport

Terminals and Port facilities, over Airport and Port public roadways, subject to federal, state and County laws, ordinances, rules and regulations and Airport and Port regulations which have been established or shall be established in the future. The County may, from time to time, substitute other means of ingress and egress. The County may at any time temporarily or permanently close or consent to or request closing of any entrance or roadway, and any other area at the Airport or Port presently or hereinafter used as a roadway. Company hereby releases and discharges the County from any and all claims, demands or causes of action which the Company may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any street, roadway or any other area used as such, whether within or outside the Airport and Port.

3.7 All TNC Drivers shall comply with the provisions of this Agreement. Each TNC Driver shall permit the inspection by the County or its authorized representatives of any POV used by any TNC Driver at the Airport and Port and provide to the County or its authorized representatives proof of registration as a TNC Driver and compliance with the applicable provisions of Chapter 22½, Broward County Code of Ordinances.

3.8 Any failure of any TNC Driver to comply with any requirements of this Agreement is a violation of the Agreement and, upon notification by the County to the Company of such violation, the Company shall take appropriate action to prevent future violations by the TNC Driver. Upon written notification by the County to the Company that a TNC Driver has failed to comply with the requirements of this Agreement two (2) or more times in a twelve (12) month period, the Company shall permanently disable such TNC Driver's access to the Company's digital platform.

3.9 The Company and each TNC Driver shall comply with the applicable provisions of the County's current and future Ground Transportation Program, the Operating Guidelines, and the directives of the County's Ground Transportation Manager for Operations at the Airport and Port.

3.10 The Company shall provide notice to each of its TNC Drivers of the pertinent rules and regulations of the Airport and Port and the applicable provisions of this Agreement. Company and TNC Drivers shall not discriminate against any person or group of persons in any manner prohibited by federal, state, or local laws, rules or regulations. Neither the Company nor any TNC driver shall refuse or neglect to provide TNC Services to any orderly person requesting such services and able and willing to pay for such services, on account of that person's race, sex, religion, national origin, age, marital status, sexual orientation, gender, disability, color, or political affiliation. The Company shall notify all of its TNC Drivers that they are to accept any and all passengers desiring TNC Services without unlawful discrimination of any kind. The Company agrees that any violation of this Section 3.10 by TNC Drivers operating under this Agreement shall be cause to deny such TNC Driver the privilege to come upon the Airport and Port to do business as a TNC Driver.

3.11 The operations of Company and its TNC Drivers shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others. All employees of

the Company and all TNC Drivers must conduct themselves at all times in a courteous manner toward the public and in accordance with the rules, regulations and policies developed by the County, and as may be amended from time to time.

3.12 The Company agrees that no solicitations for business shall be carried on at the Airport and Port premises, except as may be specifically allowed hereunder.

3.13 The Company and all TNC Drivers shall comply with all present and future applicable laws, ordinances, orders, directives, rules, and regulations of the United States of America, the state of Florida, Broward County, and their respective agencies, departments, authorities and commissions which pertain to the provision of services under this Agreement or which may affect the Company or its operations at, or in connection with, the Airport and Port, including without limitation the Americans with Disabilities Act of 1990.

3.14 Company shall, at its own expense, provide and maintain in full force and effect any and all federal, state, County and municipal certificates, licenses and permits required for the operation of all aspects of Company's business.

3.15 Company agrees that it and all of its TNC Drivers shall comply with all of the transportation network company Operating Guidelines, as updated from time to time.

#### **ARTICLE 4. INDEMNIFICATION**

Company shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any act or omission of Company, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement, when such act was intentional, an act of gross negligence, or willful misconduct. In the event any Claim is brought against an Indemnified Party, Company shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County Administrator and the County Attorney, any sums due Company under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Notwithstanding the foregoing, Company shall have no obligation under this Section for claims arising out of or related to (i) any negligent act or omission of County or its officers, directors, agents, and employees, or (ii) any allegation related to the County's authority to enter this Agreement or County's enforcement of this Agreement. Any indemnification and hold harmless obligations of

Company under this Agreement shall survive any expiration or termination of this Agreement.

## **ARTICLE 5. INSURANCE REQUIREMENTS**

5.1 TNC and each TNC Driver shall at all times maintain the insurance coverages required by Florida state statutes and Section 22½-7B(n), Broward County Code of Ordinances, subject to any provisional licenses that may be issued by Broward County.

## **ARTICLE 6. TERMINATION**

6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 This Agreement may be terminated for cause for reasons including, but not limited to, Company's failure to timely make any payments due County by the date due, Company's repeated (whether negligent or intentional) submission of false or incorrect monthly payments, or Company's failure to allow its records to be audited in accordance with Section 9.3. The Agreement may also be terminated for cause if Company is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if Company provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

6.4 If this Agreement shall terminate for any reason, Company shall immediately cease operating a TNC business at the Airport and Port, and all TNC Drivers using Company's digital network platform/software application service shall be prohibited from providing TNC Services to and from the Airport and Port, and the Company shall disable its network platform/software application service from allowing any TNC Services from the Airport

and Port. Upon any termination of this Agreement Company shall promptly effect this termination through its internet based application technology, by taking such actions as blocking out all Airport and Port property depicted in the Geofence Map (attached as **Exhibit A**, hereto) as a location available for pick-up by Company's TNC Drivers and taking such other steps as are necessary to inform its TNC Drivers and customers of the prohibition of using the Company's TNC business to arrange transportation to or from the Airport and Port.

6.5 Company may terminate this License Agreement at any time, and for any reason, provided the Company provides the County with thirty (30) days' notice of such termination. Upon any such termination, Company shall promptly effect the termination through its internet based application technology, by taking such actions as blocking out all Airport and Port property depicted in the Geofence Map (attached as **Exhibit A**, hereto) as a location available for pick-up by Company's TNC Drivers and taking such other steps as are necessary to inform its TNC Drivers and customers of the prohibition of using the Company's TNC business to arrange transportation to or from the Airport and Port. Also, upon any such termination, all TNC Drivers using Company's network platform/software application service shall be prohibited from providing TNC Services to and from the Airport and Port, and the Company shall disable its digital application platform from allowing any TNC Services from the Airport and Port.

6.6 If the Agreement terminates under Section 6.4 or Section 6.5, the Company shall specifically advise all TNC Drivers that drop-offs at the Airport and Port are prohibited. On a monthly basis, Company shall review its records to identify whether any TNC Drivers have violated this prohibition. If the Company learns that a TNC Driver has conducted a drop-off, the Company shall take the following steps:

6.6.1. For a first offense, the Company shall issue a warning to the TNC Driver.

6.6.2. For a second offense, the Company shall suspend the TNC Driver's access to the digital platform for two weeks.

6.6.3. For a third offense, the Company shall suspend the TNC Driver's access to the digital platform for one year.

Nothing in this Section shall be construed to preclude the County from undertaking any enforcement activity against a TNC Driver that would otherwise be available to the County. The obligations of Sections 6.4, 6.5, and 6.6 shall survive the termination or expiration of this Agreement.

## **ARTICLE 7 - NONDISCRIMINATION REQUIREMENTS**

Company shall not on the grounds of race, color, gender, age, sexual orientation, marital status or national origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws or regulations. The Company shall notify all TNC Drivers that they are to accept any and all passengers

desiring TNC services without discrimination of any kind. The Company agrees that any violation by TNC Drivers operating under this Agreement shall be cause for denying such TNC Drivers the privilege to come upon the Airport and Port to do business providing TNC services. Company agrees to comply with the nondiscrimination requirements set forth in **Attachment 1**, attached hereto and made a part hereof.

## **ARTICLE 8 - SECURITY REQUIREMENTS**

8.1 Company agrees to observe all security requirements and other requirements of applicable Federal Aviation Regulations.

8.2 **Intentionally Omitted.**

8.3 The Company agrees to rectify any security deficiency or other deficiencies as may be determined as such by the County or TSA. In the event that the Company fails to remedy such deficiency, the Company acknowledges that the County may do so at the cost and expense of the Company.

8.4 Company agrees to comply with all applicable federal, state, and local laws, rules, and regulation, as may be imposed from time to time by the U.S. Coast Guard, U.S. Customs and Border Protection, Broward Sheriff's Office, and the Port. The Company and County will negotiate appropriate guidelines for Company and TNC Drivers to comply with the Port security program.

8.5 Company and County acknowledge that security measures at the Airport and Port may be increased, and that such efforts may impact Company. In this regard, Company agrees to cooperate with County's efforts to increase security and agrees to comply with all security rules and regulations, whether imposed by federal agencies, including, but not limited to, the United States Customs and Border Protection, the United States Coast Guard, the Federal Aviation Administration, the TSA, the state of Florida, or County. Company, at its sole cost and expense, shall be responsible for complying with all security-related measures that impact Company or its employees, agents, representatives, guests and invitees.

## **ARTICLE 9. ADDITIONAL PROVISIONS**

9.1 **Changes to the Airport or Port; AS IS Condition.** Company acknowledges and agrees that during the Term of this Agreement: (i) County shall have the right at all times to make improvements, changes, alterations, modifications, replacements, expansions, and contractions of the Airport and Port and their operations, and (ii) County has made no representations, warranties, or covenants to Company regarding the design, construction, traffic, pedestrian traffic, or views of the Airport or Port, any other facility, or any premises. Company and all TNC Drivers hereby accept the Airport and Port buildings, roadways and all other improvements in their present condition, AS-IS, without

representation or warranty of any kind, and subject to all applicable laws, rules and regulations.

**9.2 Public Records.** County is a public agency subject to Chapter 119, Florida Statutes. To the extent required by Chapter 119, Florida Statutes, Company shall:

9.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by County were County performing the services under this Agreement;

9.2.2 Provide the public with access to such public records on the same provisions and conditions that County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

9.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

9.2.4 Meet all requirements for retaining public records and transfer to County, at no cost, all public records in possession of Company upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

The failure of Company to comply with the provisions set forth in this section shall constitute a default and breach of this Agreement and the provisions of Article 6 shall be applicable. Company shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

**9.3 Audit Rights, and Retention of Records.** County shall have the right to audit the books, records, and accounts of Company and its subcontractors that are related to this Agreement. Audits shall be conducted pursuant to the terms of the Parties' Memorandum of Understanding, attached as **Exhibit D**, and incorporated herein. The County may designate an agent to conduct audits pursuant to this section or may rely on a third-party auditor engaged by Company pursuant to **Exhibit D**. Notwithstanding any provision of the Memorandum of Understanding, the County retains to itself the right to audit the Company and its subcontractors. The Company and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of Company and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Company, or its subcontractors, as applicable, shall make same available for inspection at Company's place of business located in Broward County or Miami-Dade County or an agreed upon third party location, at no cost to County in written form.

9.3.1 Company and its subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts may be a basis for County's disallowance and recovery of any payment upon such entry.

9.3.2 Company shall ensure that the requirements of this Section 9.3 are included in all agreements with its subcontractors.

9.4 **CONFIDENTIALITY.** Any material submitted to County by Company that the Company represents constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be segregated and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Company must, simultaneous with the production of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and providing the factual basis for same. In the event that a third party submits a request to the County for records designated by Company as Trade Secret Materials, the County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Company. Company shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

9.5 **Truth-In-Negotiation Representation.** This Agreement is based upon representations supplied to County by Company, and Company certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

9.6 **Public Entity Crime Act.** Company represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, Company further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined

as a "public entity crime" regardless of the amount of money involved or whether Company has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to Company under this Agreement.

**9.7 Federal Aviation Act, Section 308.** Nothing herein contained shall be deemed to grant the Company any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airport, except that, subject to the conditions and provisions hereof, the Company shall have the right to operate at Airport under the provisions of this Agreement.

**9.8 No Rights in Airspace.** Nothing contained in this Agreement shall grant to the Company any rights whatsoever in the air space above the Airport. In that regard, the County reserves the right to take any action whatsoever that it considers necessary to protect the aerial approaches of the Airport against obstruction, including, but not limited to demolition or removal of structures upon the Airport premises, together with the right to prevent the Company from erecting or permitting to be erected any structure at the Airport which, in the opinion of the County, would limit the usefulness of or interfere with the operations at the Airport, or constitute a hazard to aircraft.

**9.9 Right of Flight.** The County reserves unto itself, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Airport, together with the right to cause in said airspace such noise and other intrusions as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for aircraft landing on, taking off from, or operating at the Airport.

**9.10 No Interference with Airport and Port Operation.** Company expressly agrees, for itself and its successors in interest to prevent any use by Company, its employees, officers, agents, contractors and invitees, of the Airport and Port which would interfere with or adversely affect the operation or maintenance of the Airport or Port, or otherwise constitute a hazard to aircraft, watercraft, or others.

**9.11 Subordination.** This Agreement, and all provisions hereof, is subject and subordinate to the provisions and conditions of the instruments and documents under which the County acquired the Airport from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the provisions and conditions contained in such instruments and documents and any existing or subsequent amendments thereto. This Agreement and all provisions hereof, is subject and subordinate to any ordinances, rules or regulations which have been, or may hereafter be adopted by the County pertaining to the Airport. This Agreement, and all provisions hereof, is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the County and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the County for Airport purposes, or the expenditure of federal funds for the leasehold improvements or

development of the Airport, including, without limitation, the expenditure of federal funds for the development of the Airport under the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. In addition, this Agreement is subordinate and subject to the Revenue Bonds and the provisions of all resolutions heretofore and hereafter adopted by the County in connection with any other revenue bonds issued by the County with respect to the operations of the Airport, or any improvements to the Airport or any of its facilities, and to the provisions of all documents executed in connection with any such bonds, including, without limitation, any pledge, transfer, hypothecation or assignment made at any time by County to secure any such bonds.

**9.12 Captions.** The headings of the several articles, sections, and subsections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the provisions and conditions hereof or the interpretation or construction thereof. Unless otherwise indicated, a reference herein to a paragraph, subparagraph, subsection, section or article shall mean a reference to the applicable paragraph, subparagraph, subsection, section or article in this Agreement.

**9.13 Agent for Service of Process.** It is expressly understood and agreed that if the Company is not a resident of the state of Florida, or is an association or partnership without a member or partner resident of said state, or is a foreign corporation, then in any such event the Company does designate the Secretary of State, State of Florida, its agent for the purpose of service of process in any court action between it and the County arising out of or based upon this Agreement, and service shall be made as provided by the laws of the state of Florida for service upon a non-resident, who has designated the Secretary of State as his agent for service. It is further expressly agreed, covenanted, and stipulated that, if for any reason, service of such process is not possible, and as an alternative method of service of process, Company may be personally served with such process out of this state by certified mailing to the Company at the address set forth herein. Any such service out of this state shall constitute valid service upon the Company as of the date of mailing. It is further expressly agreed that the Company is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all objections and protest thereto.

**9.14 Right to Develop Airport.** It is further covenanted and agreed that the County reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of the Company and without interference or hindrance.

**9.15 Binding Document.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement. This Agreement is binding at execution. The individuals executing this Agreement on behalf of Company personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

**9.16 Damage to Airport and Port Facilities.** Company shall be responsible for any and all damage to the Airport and Port caused by the negligence of Company, its agents, employees, contractors, subcontractors or TNC Drivers including, but not limited to, damage to any of the Terminal areas, roadways, and any and all areas where any activities are performed by Company or the TNC Drivers.

**9.17 Police/Regulatory Powers.** County cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations, including without limitation, regulations governing the Airport and Port. Nothing in this Agreement shall be deemed to create an affirmative duty of County to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

**9.18 No Liability of Government Personnel.** No commissioner, director, officer, agent or employee of County shall be charged personally or held contractually liable by or to the Company under any conditions or provisions of this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

**9.19 Third Party Beneficiaries.** Neither Company nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

**9.20 Notices.** In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

County Administrator  
Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

with copies copy to:

Director of Aviation  
Aviation Department  
2200 SW 45 Street, Suite 101  
Dania Beach, Florida 33312

Port Director  
Port Everglades  
1850 Eller Drive  
Fort Lauderdale, Florida 33316

FOR COMPANY:

Rasier-DC, LLC  
c/o Kasra Moshkani  
80 SW 8th Street, Suite 1805  
Miami, Florida 33130

**9.21 Assignment and Performance.** Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Company without the prior written consent of County. If Company violates this provision, County shall have the right to immediately terminate this Agreement.

**9.22 Conflicts.** Neither Company nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Company's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of Company's officers or employees shall, during the Term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Company is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Company or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Company is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Company shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Company.

**9.23 Materiality And Waiver Of Breach.** Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material provision hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the provisions of this Agreement.

9.24 **Severability.** In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.25 **Joint Preparation.** This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

9.26 **Interpretation.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

9.27 **Priority of Provisions.** If there is a conflict or inconsistency between any provision, statement, requirement, or condition of any document or exhibit attached hereto or referenced or incorporated herein and any provision of this Agreement, the provisions contained in this Agreement shall prevail and be given effect.

9.28 **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, COMPANY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.29 **Amendments.** No modification, amendment, or alteration in the provisions or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Company or others delegated authority or otherwise authorized to execute same on their behalf.

**9.30 Prior Agreements.** This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

**9.31 Incorporation by Reference.** Any and all recital clauses stated above are true and correct and are incorporated herein by reference. The attached **Exhibits A, B, C, D and Attachment I** are hereby incorporated into and made a part of this Agreement by this reference.

**9.32 Representation of Authority.** Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**9.33 Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**9.34 Domestic Partnership Requirement.** Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, Company agrees to fully comply with Section 16½-157 during the entire Term of the Agreement. If Company fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

**9.35 Intentionally Omitted.**

**9.36 Contingency Fee.** Company represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Company, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to Company. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due Company under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

**9.37 Independent Contractor.** Company is an independent contractor under this Agreement. In providing services under this Agreement, neither Company nor its agents shall act as officers, employees, or agents of County. Company shall not have the right

to bind County to any obligation not expressly undertaken by County under this Agreement.

9.38 **Use of County Logo.** Company shall not use County's logo in any marketing or publicity materials without the prior written consent of County.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES BELOW]**

**LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND RASIER-DC, LLC FOR  
TRANSPORTATION NETWORK COMPANY SERVICES AT FORT LAUDERDALE-  
HOLLYWOOD INTERNATIONAL AIRPORT AND PORT EVERGLADES**

IN WITNESS WHEREOF, the parties hereto have made and executed this License Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 13<sup>th</sup> day of October, 2015, and RASIER-DC, LLC, signing by and through its Manager, duly authorized to execute same.

COUNTY

ATTEST:

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners



Insurance requirements  
approved by Broward County  
Risk Management Division

By [Signature] 10.21.15  
Tracy Meyer, Esq. (Date)  
Risk Insurance and Contracts Manager

BROWARD COUNTY, by and through  
its County Administrator

By [Signature]  
County Administrator

27<sup>th</sup> day of October, 2015

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Aviation Office  
2200 SW 45<sup>th</sup> Street, Suite 101  
Dania Beach, Florida 33312  
Telephone: (954) 359-6100  
Telecopier: (954) 359-1292

By David Arthur 10/20/15  
David Arthur (Date)  
Assistant County Attorney


By Annika Ashton 10/21/15  
Annika E. Ashton (Date)  
Assistant County Attorney

DA/AEA/wp  
AirportPortLicenseAgreementTNC-Rasier  
10/12/2015  
15-071.19

**LICENSE AGREEMENT BETWEEN BROWARD COUNTY AND RASIER-DC, LLC FOR  
TRANSPORTATION NETWORK COMPANY SERVICES AT FORT LAUDERDALE-  
HOLLYWOOD INTERNATIONAL AIRPORT AND PORT EVERGLADES**

COMPANY

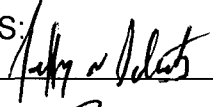
**RASIER-DC, LLC**

By: MARCO MCCOTTERY 

Title: MANAGER

16 day of OCTOBER, 2015

WITNESS:

  
MCPBuck

## **EXHIBIT B**

### **MONTHLY SELF-REPORTING REQUIREMENTS**

Company shall provide a monthly report of Trip Fees, with the payment required by Section 2.6 of the Agreement, by the fifteenth (15th) day following the month of activity, in a County approved format that identifies the following information.

- All TNC Driver pick-up and drop-off activity at the Airport or Port. The monthly report shall provide the following:
  - TNC Company identification;
  - Date and time and location of each Pick-up; and
  - Date and time and location of each drop-off.

## EXHIBIT C

### AUTOMATED DATA EXCHANGE PROCESS VEHICLE TRACKING AND BILLING CONCEPT GROUND TRANSPORTATION MANAGEMENT SYSTEMS (GTMS) GATEKEEPER CVM SOFTWARE

1. **Vehicle Tracking** – The Gatekeeper CVM software functionality includes the ability to track vehicles equipped with a GPS device, as well as its typical RFID tag tracking technology. The GPS tracking technology creates a "transaction" each time a vehicle crosses in-to or out-of the Geofence area shown in **Exhibit A**. All TNC Driver vehicles (POVs) have smartphones that can track their location via their App/GPS, so no new vehicle hardware or infrastructure is needed.
2. **Geofence** - The County, working with the Company (the TNC) and Gatekeeper will identify the required Geofence locations in order to capture the vehicle at the point where a charge is created, or where vehicle activity information is desired. This Geofence would then be implemented by the Company (TNC) in the Company's digital network platform/software application system.
3. **Data Transfer** – The Company (TNC) would send a Geofence "transaction" data packet with a limited amount of information from the Company's system to the CVM software at the Airport. The Gatekeeper would provide a document to the Company (TNC) refining the messages and its format that would be sent from the Company (TNC) to the Gatekeeper CVM software. Basic information would be the date, time, Geofence location and TNC Driver ID. No identification of the specific TNC Driver or TNC Driver's POV (vehicle) is needed. This message would be an http/http post with XML or JSON data attached. To the end user (Airport), the read event would look the same as an RFID read event in the Gatekeeper software, and be assigned to a "Virtual Reader" entrance or exit location ID.
4. **Charge Creation** – the CVM software can process each transaction as specified by the business rules on what is required to create a charge and use rates entered into the system to generate the appropriate charge. This is the identical process used by the CVM software to create charges for all other vehicle categories.
5. **CVM Registration** – Each TNC (including Company) would have an account in the CVM software, and each TNC Driver's ID could be used to create a virtual TNC Driver in the system. For each TNC Driver, an "Access ID" (TNC Driver ID #) would be assigned, which would be sent within the messages from the Company (TNC).

## **EXHIBIT D**

### **MEMORANDUM OF UNDERSTANDING FOR AUDIT PROCEDURES**

#### **Section 1**

The purpose of this Memorandum of Understanding (MOU) between Broward County (County) and Rasier-DC, LLC (Company) is to establish a conceptual framework for agreed-upon procedures (AUP) to be performed by a third-party auditor (TPA) designed to provide reasonable assurance over:

1. Completeness and accuracy of reported trips and associated per trip fees related to the Company's operations at Fort Lauderdale-Hollywood International Airport (Airport)
2. Completeness and accuracy of reported trips and associated per trip fees related to the Port Everglades (Port) if Company and the County enter into an Agreement with a per trip fee for operations at the Port; and
3. Compliance with Chapter 22½ of the Broward County Code of Ordinances and the License Agreement between Broward County and Rasier-DC, LLC for Transportation Network Services at Fort Lauderdale-Hollywood International Airport and Port Everglades.

#### **Section 2**

In summary, the AUP will include procedures for:

1. Reconciling selected Company monthly trip reports and associated per trip airport or seaport<sup>1</sup> fees to:
  - a. A report of applicable trips prepared by the TPA based on independent queries of Company's operational reporting system,
  - b. Company's Oracle financial reporting system, and
  - c. Independent counts of actual observed trips at the Airport, and
  - d. Independent counts of actual observed trips at the Port if Company and the County enter into an agreement whereby Company agrees to pay a per-trip fee for operations at the Port.
2. Validating compliance with County ordinance requirements including vehicle inspections, and background checks through audit sampling of vehicle inspection records, and driver background verification documentation, and other records required to be maintained under Chapter 22½, Broward County Code of Ordinances that are necessary to this review.

#### **Section 3**

Company and County agree to the following:

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<sup>1</sup> Consistent with Section 1, paragraph (2), this provision will apply to the Seaport only if Company and the Port enter into an Agreement with a per trip fee.

1. Within 60 days of applying for a TNC license or entering into an agreement with the County for TNC operations at the Airport, Company will engage and agree to pay for the services of a mutually agreed upon TPA. Company, County, and the TPA will cooperatively develop a preliminary draft of AUP (e.g., identifying the specific documentation and attributes to be tested).
2. Upon re-commencing operations in Broward County, Company will collect and maintain trip data and other records to demonstrate compliance with the County's ordinance and to support the audit effort contemplated by this MOU.
3. Within 15 days after each month end following commencement of operations, Raiser will submit a report of all trips to the Airport along with payment for each trip in accordance with the County fee schedule. This report will indicate the number of trips to and from the Airport for each calendar day. If Company and the County enter into an agreement that provides for payment of a per-trip fee for operations at the Port, Company will submit the same type of report for its operations at the Port.
4. Following collection of three full months of data, Company, County, and the TPA will refine the AUP as necessary (e.g., establish the audited period, frequency, and sample sizes for the specific tests in the AUP). To maintain the integrity and objectivity of the procedures performed, Company will not be privy to specific timeframes and frequencies of the actual audit testing. The County will coordinate the timing and frequency of testing directly with the TPA.
5. The TPA will perform the AUP and provide final reported results simultaneously to Company and the County.
6. Notwithstanding agreed-upon procedures performed by the TPA, the County reserves its right to audit the books and records of Company pursuant to Section 22½-7B(p) of the Broward County Code of Ordinances or the Agreement governing Company's operations at Airport and Port.
7. The County in its sole discretion, may perform independent, ad hoc monitoring of Company's and Company partner-drivers' operations in the County. This monitoring may include, among other things, requesting proof of license and inspection information from Company partner-drivers, recording trip information (e.g., license tag numbers, time and date), and inspecting records of Company in accordance with this ad-hoc monitoring as set forth in Chapter 22½ of the Broward County Code of Ordinances. During the course of the AUP, the County may also coordinate with the TPA to verify the accuracy and completeness of the information obtained from Company.
8. Company will continue its efforts to provide a Service Organization Control Report within 24 months.
9. As part of the AUP, the Parties shall develop a procedure for the handling of exceptions and determining an acceptable error rate to be used by the TPA or the County in conducting audits.
10. Any areas of non-compliance with the provisions of Chapter 22½ Broward County Code of Ordinances found by the TPA or the County shall, at the County's sole discretion, be subject to penalties as outlined in Chapter 22½ and Chapter 8½, Broward County Code of Ordinances.

**Attachment I**  
**Nondiscrimination Requirements**

**I. NONDISCRIMINATION - 49 CFR PART 21 REQUIREMENTS**

During the performance of this contract, the Company for itself, its personal representatives, assigns and successors in interest (hereinafter referred to collectively as the "Contractor") agrees as follows:

- (a) Compliance With Regulations. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (b) Nondiscrimination. The Contractor shall not discriminate on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) Solicitation for Subconsultants, Including Procurement of Materials and Equipment. In all solicitation either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Contractor of the Contractor's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation.
- (d) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information,

the Contractor shall so certify to the County or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- (e) Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to: (1) withholding of payments under the contract until there is compliance, and/or (2) cancellation, termination, or suspension of the contract, in whole or in part. In the event of cancellation or termination of the contract (if such contract is a lease), the County shall have the right to re-enter the Premises as if said lease had never been made or issued. These provisions shall not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.
- (f) Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (a) through (e), above, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (g) The Contractor, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this contract, for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Contractor shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulation may be amended.
- (h) The Contractor, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall

be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Contractor shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

## **II. NONDISCRIMINATION - 14 CFR PART 152 REQUIREMENTS**

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest agrees as follows:

The Contractor agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. The Contractor agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Contractor agrees that it will require its covered suborganizations to provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 CFR Part 152, Subpart E, to the same effect.

The Contractor agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. The Contractor agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. The Contractor agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 CFR Part 152, Subpart E.

If required by 14 CFR Part 152, Contractor shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed

in accordance with the standards in Part 152. The Contractor shall similarly require each of its covered suborganizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

If Contractor is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Contractor shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Contractor shall similarly require such affirmative action steps of any of its covered suborganizations, as required under Part 152.

Contractor shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Contractor shall require its covered suborganizations to keep similar records as applicable.

Contractor shall, if required by Part 152, annually submit to the County the reports required by Section 152.415 and Contractor shall cause each of its covered suborganizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to the Contractor who shall, in turn, submit same to the County for transmittal to the FAA.

### **III. NONDISCRIMINATION - GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor, for itself, its assignees and successors in interest agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Contractor or its transferee, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from

the bid solicitation period through the completion of the contract.

**IV. NONDISCRIMINATION - 49 CFR PART 26**

Contractors shall not discriminate on the basis of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation in the performance of this contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.