



Broward County

Legislation Details (With Text)

File #:	20-2058	Version:	1	Status:	Agenda Ready
				In control:	AVIATION DEPARTMENT
On agenda:	12/8/2020	Final action:	12/8/2020		
Title:	MOTION TO APPROVE Operating Agreement between Broward County and Vibe Direct, LLC, for Transportation Network Company Services at Broward County's Fort Lauderdale-Hollywood International Airport and Port Everglades, for a five-year term; and authorize the Mayor and Clerk to execute.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1. Exhibit 1 - Agreement Summary, 2. Exhibit 2 - VIBE Agreement				

Date	Ver.	Action By	Action	Result
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Broward County Commission Regular Meeting

Director's Name: Mark Gale

Department: Aviation

Division: Operations

Information

Requested Action

MOTION TO APPROVE Operating Agreement between Broward County and Vibe Direct, LLC, for Transportation Network Company Services at Broward County's Fort Lauderdale-Hollywood International Airport and Port Everglades, for a five-year term; and authorize the Mayor and Clerk to execute.

Why Action is Necessary

Broward County Board of County Commissioners ("Board") approval is required for all agreements in accordance with the Broward County Administrative Code ("Administrative Code").

What Action Accomplishes

Approves the Operating Agreement ("Agreement") between Broward County ("County") and Vibe Direct, LLC ("VIBE"), for Transportation Network Company ("TNC") Services at Broward County's Fort Lauderdale-Hollywood International Airport ("FLL") and Port Everglades (the "Port").

Is this Action Goal Related

No

Previous Action Taken

None.

Summary Explanation/Background

THE AVIATION DEPARTMENT AND PORT EVERGLADES DEPARTMENT RECOMMEND APPROVAL OF THE ABOVE MOTION.

This action approves the Agreement between the County and VIBE for TNC Services at FLL and the Port.

Section 627.748, Florida Statutes, states that “ TNCs, TNC drivers, TNC vehicles, luxury ground TNCs, luxury ground TNC drivers, and luxury ground TNC vehicles are governed exclusively by state law...” Section 627.748 then states that it does not “prohibit an airport or seaport from charging reasonable pickup fees consistent with any pickup fees charged to taxicab companies at that airport or seaport for their use of the airport’s or seaport’s facilities or prohibit the airport or seaport from designating locations for staging, pickup, and other similar operations at the airport or seaport.” The Agreement was drafted in accordance with the statute.

On January 29, 2019 (Item No. 76), the Board directed all TNC’s to utilize an FLL implemented tracking system to accurately track and report pick-up fees at FLL. The County procured a technology-based system called GateKeeper for tracking TNC pick-ups and drop-offs of passengers at FLL. Through the Agreement, VIBE has agreed to implement GateKeeper.

The Agreement grants VIBE a nonexclusive, revocable license to: (i) operate a transportation network business which is subjected to the Agreement and all applicable laws, rules, ordinances, and regulations at FLL and the 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 FLL and the Port in TNC vehicles; and (iii) permit TNC Drivers to use common-use FLL and the Port roadways for ingress and egress to and from FLL and the Port. The term of the Agreement will commence upon approval by the Board and will terminate five years thereafter.

For the privilege of conducting its business pursuant to the nonexclusive Agreement, VIBE agrees to pay the County \$3 for each pick-up at FLL, as required by Section 39.2 of the Administrative Code, and \$2 for each pick-up at the Port, by all TNC drivers using the company’s digital platform. Such pick-up fees shall be subject to adjustment from time to time pursuant to a Board adopted resolution that establishes any new rate.

The Agreement requires VIBE to provide two security deposits to the County: one to Broward County Aviation Department (“BCAD”) for operations at FLL in an amount equal to three months of VIBE’s estimated monthly pick-up fees attributable to FLL, and a second to the Port Everglades Department for operations at the Port in the amount of \$12,000.

Pursuant to the Agreement, TNC drivers may accept requests for passenger pick-ups at FLL only as authorized by the Airport Operational Guidelines. These guidelines, which can be periodically amended by the Director of Aviation, currently require VIBE to establish and maintain a Geofence that prohibits each TNC driver from receiving any requests for any passenger pick-ups at FLL while the TNC vehicle is located within FLL or the Port property, unless in a designated, approved area. The same concept applies at the Port.

The indemnification clause in the Agreement deviates from the standard form used by the Office of

the County Attorney in that, among other things, it does not require VIBE to pay for an attorney selected by the County Attorney to defend the County in the event of a lawsuit. However, it does require VIBE to defend the County by counsel satisfactory to the County.

The Agreement also gives the County the right to audit, no more than two times per calendar year, the books, records, and accounts of VIBE that are directly related to the fees required by the Agreements, and require that a special audit be conducted by a third- party auditor pursuant to the terms of the Parties' Memorandum of Understanding attached as Exhibit C to the Agreements.

The proposed Agreement has been reviewed and approved as to form by the Office of the County Attorney.

Source of Additional Information

Mark E. Gale, A.A.E. CEO/Director of Aviation, 954-359-6199

Jorge A. Hernández, Director of Administration, Port Everglades, 954-468-3501

Fiscal Impact

Fiscal Impact/Cost Summary

Per this agreement, VIBE shall remit to BCAD and the Port \$3 for each pick-up at FLL, and \$2 for each pick-up at the Port, by all TNC drivers using the company's digital platform, thus resulting in an additional source of ground transportation revenue on a fiscal basis. Such pick-up fees shall be subject to adjustment from time to time pursuant to a Board adopted resolution that establishes any new rate.