



FIRST AMENDMENT TO THE OPERATING AGREEMENT FOR TRANSPORTATION NETWORK COMPANY SERVICES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT AND PORT EVERGLADES BETWEEN BROWARD COUNTY AND RASIER-DC, LLC

This First Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Rasier-DC, LLC, a Delaware limited liability company ("Company") (each a "Party" and collectively referred to as the "Parties"), and is effective as of the date that it is fully executed by the Parties.

RECITALS

A. On March 10, 2020, the Parties entered into the Operating Agreement for Transportation Network Company Services at Fort Lauderdale-Hollywood International Airport and Port Everglades ("Agreement"). The Agreement is currently set to expire on March 9, 2025.

B. The Parties now desire to amend the Agreement to, among other things, provide County with the ability to extend the Agreement for up to five (5) additional one (1) year terms and update certain terms and conditions in the Agreement as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, revisions to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 2.1 of the Agreement is amended as follows:

2.1 **Term.** The term of this Agreement shall begin on the Effective Date, and if not sooner terminated pursuant to the other provisions of this Agreement, shall terminate five (5) years after the Effective Date ("Initial Term"). County (acting by and through its Director of Aviation) may extend this Agreement for up to five (5) additional one (1) year terms (each an "Extension Term") on the same rates, terms, and conditions stated in this Agreement by sending written notice (an "Extension Notice") to Company at least five (5) days prior to the expiration of the then-current term. The Director of Aviation shall be entitled to provide any Extension Notice(s) via electronic mail alone, which shall be deemed effective and sufficient notice under this Agreement. The Initial Term and Extension Term(s), as those terms are defined in this section, are collectively referred to as the "Term."

4. New Sections 7.41 through 7.43 are added to the Agreement as follows (bold/underlining omitted):

7.41 Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Company represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Company represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Company represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

7.42 Verification of Employment Eligibility. Company represents that Company and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry or participation in this Agreement will not violate that statute. If Company violates this section, County may terminate this Agreement for cause pursuant to Article 5 of the Agreement.

7.43 Prohibited Telecommunications Equipment. Company represents and certifies that Company and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Company represents and certifies that Company and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

5. **Exhibit B** of the Agreement is hereby deleted in its entirety and is replaced and superseded with the revised **Exhibit B** attached hereto and made a part hereof. Every reference in the Agreement to **Exhibit B** shall be deemed to refer to **Exhibit B** attached hereto.

6. **Entities of Foreign Concern.** The provisions of this section apply only if the Agreement provides access to an individual’s personal identifying information. By execution of this Amendment, the undersigned authorized representative of Company hereby attests under penalty of perjury as follows: Company is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Company; and the undersigned authorized representative of Company declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Amendment shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

7. **Anti-Human Trafficking.** By execution of this Amendment by an authorized representative of Company, Company hereby attests under penalty of perjury that Company does not use

coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Company declares that they have read the foregoing statement and that the facts stated in it are true.

8. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

10. Company acknowledges that through the date this Amendment is executed by Company, Company has no claims or disputes against County with respect to any of the matters covered by the Agreement.

11. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: 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 _____ day of _____, 20____; and Raiser-DC, LLC, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor

____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 357-7600

By Yesenia Alfonso Digital signature of Yesenia Alfonso
Yesenia Alfonso Date: 2025.02.07 15:21:40 -05'00'

Yesenia Alfonso (Date)
Assistant County Attorney

By Israel Fajardo Digital signature of Israel Fajardo
Israel Fajardo Date: 2025.02.07 15:29:56 -05'00'
Senior Assistant County Attorney

YA/IF/em
Uber TNC First Amendment
01/30/2025
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**FIRST AMENDMENT TO THE OPERATING AGREEMENT FOR TRANSPORTATION NETWORK
COMPANY SERVICES AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT AND
PORT EVERGLADES BETWEEN BROWARD COUNTY AND RASIER-DC, LLC**

COMPANY

RASIER-DC, LLC

By: *brian k*
Authorized Signer

Brian Kuntz Manager

Print Name and Title

7th _____ day of February, 20 25

EXHIBIT B – MONTHLY SELF-REPORTING REQUIREMENTS

Company shall provide the Company Report per Section 2.4.2 no later than the fifteenth (15th) calendar day following the end of each calendar month, in Excel format, or as otherwise approved by County, that identifies the following information:

- All TNC Driver Pick-up and drop-off activity at the Airport/Port. The Company Report shall include the following:
 - TNC Company identification;
 - The first three (3) digits or characters of the license plate of the vehicle doing each Pick-up/drop-off at the Airport/Port (if the license plate of the vehicle has less than three (3) digits or characters, then the Company Report shall provide all of the digits or characters of the license plate);
 - Total number of Pick-ups from the Airport/Port;
 - Total number of drop-offs at the Airport/Port;
 - Pick-up Fees for each Pick-up and total fees for Pick-ups from the Airport/Port; and
 - Date, time, and location (with longitude and latitude) of each Pick-up from the Airport/Port in chronological order.