

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. N/A
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES
 NO

Requisition No./Project No.: RQID2100945 / BW-10404
 TERM OF CONTRACT: One Year

Requisition /Project Title: On-Demand Transit Vouchers (Better Bus Network)

Description: DTPW is seeking a bid waiver for the purchase of On Demand Transit Vouchers from Uber to assist with the transportation of bus patrons following the alteration of routes due to the implementation of the better bus network.

Issuing Department: Strategic Procurement Department
 Contact Person: Robert Mendoza
 Phone: 305-375-3704

Estimate Cost: Original \$250,000
 Modification \$400,000
 Funding Source:

GENERAL	FEDERAL	OTHER
		DTPW Operating

ANALYSIS

Commodity Codes: 96217 97514

Contract/Project History of previous purchases three (3) years
 Check here if this is a new contract/purchase with no previous history.

	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>
Contractor:			
Small Business Enterprise:			
Contract Value:			
Comments:			

Continued on another page (s): Yes No

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE	N/A	N/A	N/A	N/A
Basis of recommendation:	No measures recommended as this is a bid waiver purchase.			

Signed:	Robert Mendoza	Date Sent To SBD:	05/31/2024
		Date Returned To SPD:	

Contract Title: On-Demand Transit Vouchers (Better Bus Network)
Contract No. BW-10404

THIS AGREEMENT (the "Contract" or "Agreement") is made and entered into this 22nd day of December, 2023 (the "Effective Date"), by and between Miami-Dade County, a political subdivision of the State of Florida, through the Miami-Dade Department of Transportation and Public Works, a Department of the County ("DTPW") (Miami-Dade County is hereinafter referred to as "County" or "DTPW"), and Uber Technologies, Inc ("Contractor" or "Uber"), with a location at 1515 3rd Street, San Francisco, CA 94158. County and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

TERMS AND CONDITIONS**1. TERM AND TERMINATION**

This Agreement shall commence on December 22, 2023 and shall continue through December 18, 2024 or the date by which DTPW's budget of \$250,000 as related to services is exhausted. The County may terminate this agreement at any time and for any reason by giving ten (10) days prior written notice to the Contractor.

1.1 Option-To-Renew

The County may elect to extend this contract for two additional one-year options at its discretion. Should the County exercise the option-to-renew and/or additional allocation is needed the County will seek approval from the Board Of County Commissioners.

2. SCOPE OF WORK, REQUIREMENTS AND SPECIFICATIONS

Contractor shall provide access to Uber Voucher services meeting DTPW's System Requirements and Parameters, and all portions of Appendix A, which is incorporated fully herein by reference and made part hereof for all purposes.

2.1 Uber Vouchers

Uber shall provide County with access to (a) Uber's browser-based online dashboard for "Uber Vouchers for Transit" customers ("Dashboard"), and (b) the Vouchers for Transit Agencies product ("Uber Vouchers") that will allow County to distribute Uber Vouches in accordance with the terms of this Agreement. County agrees to: (i) maintain an "Uber Vouchers for Transit" account ("Corporate Account") under the terms and conditions of this Agreement.

2.2 Service Area

Vouchers shall be available for redemption on trips completed along Miami-Dade transit routes as stated in Appendix A: Scope of Work.

2.3 Time for Provision of Services

Contractor shall ensure Vouchers are available 24 hours a day, seven days per week, including holidays.

2.4 Labor, Materials, and Equipment

Contractor shall furnish access to Uber Vouchers and customer support services required to provide the services under this Agreement.

3. FEES AND PAYMENT**3.1 Payment of Uber Trips**

County shall pay the Contractor 100% of trips occurring within the geographic zone at a cost up to \$25 per trip. The contractor should invoice the County monthly and shall be paid within 30 days following the invoice date.

3.2 Payment for Call Center Services

County shall pay the Contractor a "Set up" Fee of \$12,000 to establish a call center by January 3rd, 2024. The County shall pay the Contractor \$2,000 monthly for call center services which includes the first 100 calls taken by the call center each month.

The County shall also pay the contractor \$5 per call for any additional calls taken by the call center once the 100-call threshold has been surpassed for the month.

The contractor should invoice the County monthly and shall be paid within 30 days following the invoice date.

4. ACCESS TO DASHBOARD

Uber shall provide County with access to the Dashboard under the Terms of this Agreement. Uber's primary contact with County shall be through the individual employee or agent that County identifies in writing to Uber ("Administrator"). The Dashboard will enable County to (a) view and pay monthly statements; and (b) view current, appoint new, and remove Administrators. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time. Subject to County's compliance with this agreement, Uber agrees to use commercially reasonable efforts to provide access to the Dashboard and Uber Vouchers to County as stated in this Agreement.

4.1 Administration

County may appoint additional administrators at its discretion. County agrees to (a) maintain all Dashboard login credentials in confidence, (b) only permit the lead Administrator and County's other authorized administrators to access the Dashboard, and (c) update all information of the lead Administrator and other authorized administrators to ensure that it is current, accurate, and complete. County shall be responsible for all activity that occurs under its Dashboard login credentials, including, but not limited to, all Uber Programs and Uber Vouchers created for County use on the dashboard.

4.2 County User Updates

It is the County's sole responsibility to keep and maintain an accurate list of current County Users authorized to receive and utilize Uber Vouchers.

4.3 Creating Uber Programs and Uber Voucher; Limitations

4.3.1 An Uber Account Manager will create the Uber Vouchers for County to distribute to County Users. Such Vouchers may only be used where Uber makes Uber Vouchers available to County. County acknowledges and agrees that it is responsible for all marketing, promotion, and advertising of County programs for which Uber Vouchers are created, including but not limited to ensuring that such marketing, promotion, and advertising complies with all applicable laws, rules, regulations, and ordinances and does not harm the goodwill or reputation of Uber.

4.3.2 County can choose to either create a Program with: (a) one Uber Voucher to distribute to all County Users (a "Single Code"); or (b) individualized Uber Vouchers that County can distribute to each County User, with the following restrictions: limited to one code per person, only redeemable by the first person who redeems the code (an "Individualized Code"). County acknowledges that Uber cannot prevent a County User from sharing a Single Code or an Individualized Code with a non-County User, and that Uber cannot disaggregate County User transactions from non-County User transactions when determining Utilization Amounts. County acknowledges and agrees to pay Utilization Amount generated from all redeemed Uber Vouchers under the terms stated in this Agreement up to the Uber Voucher Limit, even in the event that Utilization Amounts are impacted by code sharing or non-intended use.

4.3.2.1 Single Codes

For any Program that utilizes a Single Code, County may limit the number of times such code can be used; provided however, that County must clearly and conspicuously disclose the material terms and conditions of each single code to each County User, including that use of the code is not guaranteed. County acknowledges and agrees that: (1) a single code may be used by consumers that County did not intend to target (including non-County Users), but County will be financially responsible for the number of times the Single Code is used to access Uber Services; and (2) Uber will direct all individuals that try to access a Single Code after County reaches the usage limitations to contact County. Notwithstanding section 6(a)(ii)(1)(2) below, County acknowledges and agrees that Uber will not be liable (i) to County Users targeted to receive an Uber Voucher but unable to use their Single Code, or (ii) to County for Uber's non-fulfillment of the Uber Voucher because County usage limitations have been reached.

4.3.2.2 Individualized Codes

For any Program that utilizes a Individualized Codes, it is the County's responsibility to (1) correctly deliver such codes to County Users and (2) to clearly and conspicuously disclose the material terms and conditions of each individualized code to each County User. County acknowledges and agrees that Uber will direct all individuals that try to access an Individualized Code after such code has expired to contact County.

4.4 Uber Voucher Limitations

County shall ensure that the maximum aggregate Redemption Value of Uber Vouchers that County has available at any given time during the Term shall not exceed the credit amount authorized by Uber for County's monthly Billing, unless Uber agrees in writing to allow County to distribute a different amount of Uber Vouchers. Each Uber Voucher created by County shall: (1) expire no later than the termination date; (2) have a minimum redemption value for each region for which an Uber Voucher was ordered as specified in the Dashboard; (3) be valid for redemption in areas where Uber Vouchers are available until such Uber Voucher expires; and (4) be usable for the County user receiving such Uber Voucher (i.e. County User cannot be located in New York, New York and have the code only valid for San Francisco, California).

4.5 Restrictions of Use

County cannot use Uber Vouchers with any third-party promotion, agreement, relationship, marketing event, partnership, or any other use case without Uber's prior written consent. County agrees it will not apply, or allow to be applied, the Uber Voucher to a County User account without first disclosing all of the disclaimers stated in Section 6(e)(iv) below.

4.6 Modification or Cancellation of Uber Vouchers

After a Program is created, County may: (1) update a Program to make the restrictions and/or value more permissive if the Uber Voucher Code has not yet been distributed to County Users, or (2) cancel a Program, in which case County shall immediately notify all affected County Users that County has cancelled the Program and that Uber is not responsible for the Program cancellation. County acknowledges and agrees that if County modifies or cancels a Program: (1) County remains financially responsible to County Users who received an Uber Voucher from County, even if the County User utilized such Uber Voucher after County modified or cancelled the Program; and (2) County Users who contact Uber because they are unable to utilize an Uber Voucher code for a modified or cancelled program will be directed by Uber to contact County about any modification or cancellation issues. County acknowledges and agrees that Uber will not be liable to: (i) County Users who received an Uber Voucher but were unable to utilize the Uber Voucher following County's modifications to or cancellation of the Program, or (ii) County for Uber's non-fulfillment of the Uber Voucher as a result of modifications to or cancellation of the Program by County.

4.7 Marketing and Messaging Related to Uber Vouchers

4.7.1 Marketing Guidelines

At all times during the term, County shall follow the marketing guidelines available at <https://developer.uber.com/docs/riders/guides/design-guidelines>, which Uber may update from time to time in its discretion.

4.7.2 Approved Use Cases

County agrees to use Uber Voucher only for the specific purposes described in Appendix A. During the Term, County shall obtain prior written consent from Uber to use Uber Vouchers for any purpose other than the approved use case.

4.7.3 Delivery of Uber Vouchers to County Users

County will receive Uber Vouchers in the form of code links, that County may deliver to County Users via email, SMS, social media, online in other digital media, in broadcast media, in print, or OOH, so long as County takes down any communication containing the delivery or distribution of an Uber Voucher after such Uber Voucher's expiration date. In the event that County delivers Uber Vouchers via email, County shall ensure that it is the sole sender of the email as defined by the CAN-SPAM Act and that Uber does not appear as the sender of such email. If County delivers Uber Vouchers via SMS, those messages are marketing text message and County shall ensure that it is in compliance with the TCPA by obtaining affirmative prior express written consent from all County Users to send them such messages and will make clear in the message that it is being sent by County (as opposed to Uber).

4.7.4 Uber Vouchers for Transit Agencies Disclaimer

County shall ensure that its delivery or distribution of an Uber Voucher to a County User, or any related communication, shall include a prominent disclaimer notifying the County User that the Uber Voucher: (a) may only be redeemed for rides requested via Uber's mobile application; (b) is subject to an expiration date; (c) is subject to specific, defined geographic restrictions; (d) is subject to a maximum Redemption Value; (e) value is non-transferrable to other Uber accounts, users, or products once redeemed by a County User; and (f) has no cash value and may not be redeemed for cash, except as required by law. The following is a pre-approved disclaimer for a Single Code Voucher:

"Limited Availability. No cash value. One-time use only. Maximum discount of \$[#] per redemption. Maximum of [#] [trips] per account. To redeem discount, Uber Voucher code [INSERT LINK] must be applied to Payment section of the Uber app prior to requesting the intended [trip]. Uber Voucher valid [DATE], [TIME], through [DATE], [TIME] [or, if applicable: Uber Voucher valid between [TIME] and [TIME] on [DATE]]. Uber Voucher expires [DATE] at [TIME]. Uber Voucher is only valid for trips placed using [add any vehicle or other restrictions as applicable]. Taxes and other fees will be covered provided that the value of the Uber Voucher is greater than the total order amount. Offer is non-transferable, subject to change or cancellation. Issues involving redemption and/or use of the Uber Voucher code should be directed to [YOUR AGENCY NAME] at [INSERT YOUR AGENCY CONTACT INFO]."

County shall add at the beginning of the above pre-approved disclaimer paragraph the following for use with an Individualized Code: "Limited to one code per person. Can only be used by the first person who redeems the code. Non-transferable."

4.8 Uber Account Required

4.8.1 Active Uber Rider Account Required

County acknowledges and agrees that before an individual can activate an Uber Voucher for access to Uber Services under this Agreement, such proposed County User must have an active Uber rider account for Uber Services ("Rider Account").

4.8.2 Violations

County acknowledges that certain proposed County Users may be suspended or banned from use of Uber Services due to violating Uber's End User Terms or Community Guidelines, available at <https://www.uber.com/legal/community-guidelines> collectively, ("Violations") and that uber is not obligated or liable to a prospective County User that is unable to utilize a County-generated Uber Voucher due to violations. If a County User's Rider Account is suspended or terminated in accordance with the End User Terms, that County User's access to Uber Vouchers shall also be immediately suspended.

4.9 Restrictions

County agrees to use the Corporate Account, and Uber Vouchers, solely as stated in this Agreement. County shall not, and shall not authorize others to: (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Uber Voucher, Uber Service, or Uber App, except to the extent allowed by applicable law, (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Uber Service or Uber App to any unaffiliated third party, (c) modify or alter any Uber Voucher unless permitted under this Agreement, or (d) otherwise impose any additional fees or charges on a County User related to their use of the Uber Vouchers. Uber reserves all rights not granted to County or County Users under this Agreement.

4.10 Uber Voucher for Transit Agencies Usage

4.10.1 Uber Vouchers and the resulting discount codes may be used for personal purposes only by individuals that receive an Uber Voucher via either a Single Code or an Individualized Code.

4.10.2 County or County users may not use or resell the Uber Vouchers and resulting discount codes in connection with any marketing, advertising, promotional or other commercial activities, including without limitation, via websites, Internet advertisements, e-mail, telemarketing, direct mail, newspaper and magazine advertisements, radio and television broadcasts, or otherwise, authorized under the Transit Voucher Terms of this Agreement.

4.10.3 County is responsible for lost, stolen, or misused Uber Vouchers and the resulting discount codes or Utilization Charges assess on Billing Statement.

4.10.4 Uber reserves the right to close or suspend a County's or County User's account, to adjust balances and/or request alternative forms of payment if Uber determines in its sole discretion that an Uber Voucher is or has been fraudulently obtained or used.

Uber may cease offering the Uber Vouchers for Transit Agencies program at any time and for any reason.

5. INTELLECTUAL PROPERTY

5.1 License to Marks; Restrictions

The term "Uber Marks" shall mean the trademarks identified as Uber Marks in Appendix B. The term "County Marks" shall mean the trademarks identified as County Marks in Appendix B. The term "Territory" shall mean the territory identified in Appendix B

5.1.1 Uber hereby grants to County, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the Uber Marks only as expressly permitted by Uber in each instance. All use of the Uber Marks by County will be in the form and format approved by Uber, and County will not otherwise use or modify the Uber Marks without Uber's prior written consent. All goodwill related to County's use of the Uber Marks shall inure solely to the benefit of Uber. The Uber Marks will at all times remain the exclusive property of Uber. Except as stated in this Agreement, Uber does not, and shall not be deemed to, grant County any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by Uber.

5.1.2 County hereby grants to Uber, solely during the Term and solely in the Territory, a limited, royalty-free, non-exclusive, non-transferable, non-assignable license, without the right to sublicense, to use and display the County Marks only as permitted by County in each instance. All use of the County Marks by Uber will be in the form and format approved by County, and Uber will not otherwise use or modify the County Marks without County's prior written consent. All goodwill related to Uber's use of the County Marks shall inure solely to the benefit of County. The County Marks will at all times remain the exclusive property of County. Except as stated in this Agreement, County does not, and shall not be deemed to, grant Uber any license or rights under any intellectual property or other proprietary rights. All rights not granted in this Agreement are reserved by County.

5.1.3 Use of Uber Marks; Guidelines

Any use by County of Uber Marks shall be subject to Uber's prior written approval, which shall be deemed granted with respect to such uses compliant with the Uber Trademark Usage Guidelines available at <https://developer.uber.com/docs/riders/guides/design-guidelines>, as may be amended from time to time by Uber in its sole discretion (the "Design Guidelines"). If County uses Uber Marks, County will comply with the Design Guidelines, including without limitation, all additional directions given by Uber to County as to the content, colors, size, "look and feel" and other elements of any and all representations of Uber's Marks. Uber reserves the right to immediately suspend County's Corporate Account and suspend any or all access to Uber Vouchers by County Users if Uber, in its sole discretion, determines at any time during the Term that County breached any of its obligations under this Agreement with respect to authorized usage of Uber Marks.

6. CONFIDENTIALITY

The term "Confidential Information" shall mean any confidential or proprietary business, technical or financial information or materials of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Agreement, whether orally or in physical form, and be subject to applicable provisions of Florida's public records laws, Chapter 119, Florida Statutes (hereinafter "Public Records Disclosure Laws"). However, Confidential Information shall not include information (a) previously known by Receiving Party without an obligation of confidentiality, (b) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality, (c) that is or becomes publicly available through no fault of Receiving Party, or (d) that Disclosing Party provides written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

6.1 Restrictions

Receiving Party agrees that (a) it will use Confidential Information solely for the purposes permitted under this Agreement and (b) it will not disclose the Confidential Information to any third party other than Receiving Party's employees or agents who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein. In the event Receiving Party receives a subpoena, administrative or judicial order, or any other requests for disclosure of any Confidential Information of Disclosing Party, to the extent possible pursuant to applicable Public Records Disclosure Laws, Receiving Party will give Disclosing Party written notice of such subpoena, order, or request at least five (5) days before disclosure, and allow Disclosing Party to assert any available defenses to disclosure in the appropriate court or other applicable venue.

6.2 Public Records Laws

Uber acknowledges that County may be subject to Public Records Disclosure Laws. County agrees to make diligent efforts to prevent the disclosure of confidential and/or exempt records pursuant to any available bases stated in the Public Records Disclosure Laws or other applicable law. To the extent possible pursuant to applicable Public Records Disclosure Laws, County agrees to notify Uber of such disclosure requirements at least five (5) days before disclosure, and to allow Uber reasonable opportunity to object to production. If County determines the material is not exempt from disclosure pursuant to Public Records Disclosure Laws, County will notify Uber of the request and, to the extent possible pursuant to applicable Public Records Disclosure Laws, allow Uber twenty (20) business days to take whatever action it deems necessary to protect its interests. If County is required to release Uber's Confidential Information, it agrees to use any available authorities to redact personal or business Confidential Information from such records to the extent permissible by applicable law and final judgment.

6.3 Nonpublic Personal Information

If County mistakenly, inadvertently, or inappropriately obtains access to any Personal Data related to an Uber Voucher or the Uber Services utilized by a rider in connection with this Agreement, County shall immediately notify and return it to Uber (and shall cause its employees or agents to do the same). County shall not (i) copy, duplicate, or otherwise reproduce or retain any portion of any Personal Data in any form or manner whatsoever, nor permit any of its employees or agents to do so, nor (ii) enhance any database or any other files or other media by using any Personal Data. Personal Data shall mean data not subject to disclosure pursuant to Public Records Disclosure Laws.

6.4 Confidential Information Security

Receiving Party will protect the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

7. PRIVACY AND DATA SECURITY**7.1 Uber Data Restrictions**

Uber's collection and use of Uber Personal Data, including information Uber obtains from individuals to establish an Uber Rider Account, shall be treated by Uber in accordance with the Uber privacy statement, available at www.uber.com/legal/privacy, as may be updated by Uber from time to time. Uber agrees that County Personal Data shall be used solely for the authentication, verification, and linking purposes described in this Agreement and for no other purpose. Uber shall limit access to County Personal Data solely to Uber personnel who have a legitimate business need to access such County Personal Data. Uber will not disclose County Personal Data to any third party unless expressly authorized in writing by County, except for Uber service providers who have a legitimate business need to access County Personal Data to carry out work solely on Uber's behalf and for no other purpose, and who are in each case bound by privacy and security obligations regarding County Personal Data that are at least as restrictive as those contained herein.

7.2 Security

Uber and County agree to implement and maintain appropriate technical, physical, and organizational measures to protect the other's personal data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure, keeping in mind the nature of the information. In the event of a data breach involving the other party's personal data, each party shall notify the other promptly after becoming aware that the data breach involved the other party's personal data.

Such notice shall include at least: (1) the nature of the breach of security measures; (2) the types of potentially compromised personal data; (3) the duration and expected consequences of the data breach; and (4) any mitigation or remediation measures taken or planned in response to the data breach. Upon any such discovery, each party will (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the data breach, and (b) provide the other with assurances that such data breach will not recur.

8. CONTRACT AMENDMENT

All changes to the Agreement shall be made in writing through an amendment by mutual agreement. No oral statement or other conduct by either party shall change or modify the Agreement. The County may perform any analysis of cost, price or schedule to determine the reasonableness of the proposed change to the Agreement and if County is unsatisfied with the proposed change, County's sole remedy is to terminate the Agreement and pay Uber for all remaining invoiced amounts.

9. INDEMNIFICATION

Each party ("Indemnifying Party") will indemnify, defend and hold harmless the other party ("Indemnified Party"), its directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third-party claim arising out of or related to: (a) a breach (or claim that, if true, would be a breach) of any of the Indemnifying Party's representations or warranties in this Agreement, or (b) the infringement of a third party's intellectual property rights by the Indemnifying Party's Marks, but only if such Marks have been used by the Indemnified Party in the manner authorized under this Agreement.

- 9.1. Additionally, County, as an Indemnifying Party, will indemnify, defend, and hold harmless Uber, as an Indemnified Party, its Affiliates and their respective directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third-party claim arising out of or related to County's use and distribution of the Uber Vouchers, including but not limited to County's marketing, advertising, promoting, communicating, or delivering the Uber Voucher to County Users in any manner in any media. This means that if County Users are unable to redeem their Single or Individualized Codes because the funds attributable to such Codes have already been used, County shall indemnify Uber for any claims made by such County Users.
- 9.2. The Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at the Indemnifying Party's expense.

10. LIMITS OF LIABILITY

OTHER THAN EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR OBLIGATIONS WITH RESPECT TO A BREACH OF CONFIDENTIALITY, (A) IN NO EVENT SHALL UBER OR COUNTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF UBER OR COUNTY (OR THEIR AGENTS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES IN AN AMOUNT EXCEEDING ONE HUNDRED THOUSAND DOLLARS (\$100,000).

11. INSURANCE

The Contractor shall furnish to DTPW Certificate(s) of Insurance meeting the following requirements:

- (a) Commercial General Liability (including contractual liability, personal and advertising injury and products and completed operations) with a limit of one million dollars (US\$1,000,000) per occurrence and two million dollars (US\$2,000,000) in the aggregate for bodily injury and property damage.
- (b) Workers Compensation Statutory (for all states of operation) including Employer's Liability with Limits of not less than one million dollars (US \$1,000,000).
- (c) Commercial Auto Liability insurance for all owned, hired and non-owned vehicles for bodily injury, including death and property damage for limits of one million dollars (US\$1,000,000) each accident combined single limit.
- (d) The insurance obligations stated here are in addition to those that may be required of Transportation Network Companies by applicable law in Agency's jurisdiction.

All Insurance Policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by AM. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

Note: Certificate Holder Must Read: **Miami-Dade County**
111 NW 1st Street
Suite 2340
Miami, FL 33128

12. MUTUAL WARRANTIES

Each party hereby represents and warrants that (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder, (b) such party's acceptance of this Agreement, as well as such party's performance of the obligations set forth in this Agreement, does not and will not violate any other agreement to which such party is a party, (c) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin, (d) it shall comply with all applicable laws and regulations applicable to the performance of its obligations hereunder, and (e) such party's Marks as provided by such party pursuant to this Agreement and used in accordance herewith will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

13. COUNTY WARRANTIES

County represents and warrants that: (a) as it relates to County's activities involving the Uber Vouchers, including but not limited to the Programs, and the marketing, promotion and any other form of communications regarding the Uber Vouchers, County will comply with the Design and Marketing Guidelines and all applicable law (including, without limitation, CAN-SPAM and TCPA); (b) County is responsible for the full cost of all Uber Vouchers used, whether Single Codes or Individualized Codes, and whether or not used as intended by County Users or others; and (c) County will comply with Uber's Terms of Use and Community Guidelines and other applicable terms and policies, including but not limited to not engaging in the following prohibited behaviors and uses: (i) using Uber to commit a crime, (ii) riders carrying firearms, and (iii) using Uber to facilitate nuisance, annoyance, inconvenience, property damage, or violations of state or federal law or regulation. County further represents and warrants that Company has obtained rights, permission and legally adequate consent from County Users: (a) to receive SMS messages and other communications from Uber in connection with Uber Vouchers and the Uber Service; and (b) for Uber to provide County with detailed trip information for the Uber Voucher that an County User has charged to County's program.

14. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED HEREIN, UBER PROVIDES THE UBER SERVICE, UBER APP AND UBER VOUCHERS "AS IS" AND WITHOUT WARRANTY. UBER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE UBER SERVICE, UBER APP AND UBER VOUCHERS WILL MEET COUNTY'S REQUIREMENTS OR THAT THE OPERATION OF THE UBER SERVICE, UBER APP, OR UBER VOUCHERS WILL BE UNINTERRUPTED OR ERROR FREE. UBER HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR STATUTORY WARRANTIES COVERING THE UBER SERVICE, THE UBER APP, OR UBER VOUCHERS, AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. COUNTY ACKNOWLEDGES AND AGREES THAT THE UBER SERVICE IS A TECHNOLOGY SYSTEM THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION AND LOGISTICS SERVICES PROVIDED BY INDEPENDENT THIRD-PARTY PROVIDERS. UBER IS NOT A TRANSPORTATION OR LOGISTICS PROVIDER. UBER DOES NOT GUARANTEE AVAILABILITY OF TRANSPORTATION OR LOGISTICS SERVICES, ON-TIME ARRIVALS OR DEPARTURES THEREOF, OR ANY OTHER SERVICE LEVELS RELATED TO INDEPENDENT TRANSPORTATION OR LOGISTICS PROVIDERS THAT MAY BE OBTAINED VIA THE UBER SERVICE

15. OWNERSHIP

County agrees that Uber and its Affiliates are and shall remain the owners of all right, title and interest in and to the Uber Service, Uber App, including any updates, enhancements and new versions thereof, all data related to the use of the Uber Services, and all related documentation and materials provided or made available to County or any proposed County User or County User in connection with this Agreement. All rights not expressly granted are withheld.

16. NOTICES

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3rd) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To the County

- a) to the Project Manager:

Miami-Dade County Department of Transportation and Public Works
 701 N.W. 1st Court, Suite 1700
 Miami, FL 33136-3922
 Attention: Jarice Rodriguez
 E-mail: Jarice.Rodriguez@miamidade.gov

and

- b) to the Contract Manager:

Miami-Dade County
 Strategic Procurement Department
 Attention: Chief Procurement Officer
 111 NW 1st Street, Suite 1300
 Miami, FL 33128-1974
 Phone: (305) 375-4900
 Email: cpo@miamidade.gov

(2) To the Contractor

Attention: Uber Technologies, Inc.
 1515 3rd Street
 San Francisco, CA 94158
 Attention: Legal - Transactions
 Phone:
 E-mail: transit-legal-us@uber.com

17. INSPECTOR GENERAL REVIEWS**17.1 Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

17.2 Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may,

on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

18. COUNTY USER ACCESS PROGRAM (UAP)

18.1 User Access Fee

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasigovernmental, or not-for-profit entity.

The Consultant providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Consultant participation in this invoice reduction portion of the UAP is mandatory.

18.2 User Access Fee

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

19. LIVING WAGE

See Attachment A - Living Wages Supplemental General Conditions. Contractor is advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County, (Code) as may be amended, will apply to this Contract. By executing a contract pursuant to these specifications, Contractor is hereby agreeing to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained online at www.miamidade.gov.

20. UBER INSPECTION OF RECORDS

During the Term of the Agreement, Uber may request in writing that County provide Uber all of County's relevant records, marketing materials, and communications (including but not limited to, email and SMS messages that County, or any other third party sent to County Users in connection with an Uber Voucher) that include the Uber Marks (collectively, the "Records"). County shall provide the Records to Uber within thirty (30) calendar days of Uber's request for such documents. If Uber, in its sole discretion, determines that County has not met its obligations under the Agreement with respect to authorized usage of Uber Marks, Uber may immediately suspend County's Corporate Account and suspend any or all access to Uber Vouchers by County Users and take any additional measures afforded to it by law or under the Agreement. County shall preserve all the documents listed in this paragraph for a period of at least two (2) years from the termination or expiration of the Agreement. Uber shall bear the costs arising from administrative processing and production of records.

21. INDEPENDENT CONTRACTOR

County and Contractor are and shall remain independent contractors. Neither Party is the representative or agent of the other and neither Party shall have any power to assume any obligations on behalf of the other. Contractor's Staff shall not be deemed to be agents or employees of the County.

22. ASSIGNMENT

Contractor may not assign this Agreement without the express written consent of the County, provided that both parties may assign this Agreement without such consent, but with notice to the other, in connection with a merger or a sale of all of the equity or assets of either party. Notwithstanding the foregoing, Uber may assign this Agreement to an Affiliate without the prior written consent of County. Subject to the foregoing, this Agreement shall be binding upon all successors and assigns of a party.

23. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. VENUE AND CHOICE OF LAW

This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in Miami-Dade County, Florida, and each Party hereto submits to the jurisdiction of such courts and waives any objection to the venue and jurisdiction of such courts.

25. ORDER OF PREFERENCE

This Agreement contains the entire agreement between the Parties hereto and shall not be modified or amended in any manner except by an instrument in writing agreed to and executed by the Parties hereto. All prior understandings and agreements heretofore had between the Parties with respect to this Agreement are merged into this Agreement, which alone fully and completely expresses the understandings of the Parties.

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 26, 2) Appendix A, and 3) Appendix B. 4) Appendix C 5) Attachment A

26. COUNTERPARTS

This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement. For purposes of this Agreement, a facsimile or PDF copy shall be deemed to be an original.

Contractor

Miami-Dade County

By: Dmitriy Eugenevich Vanchugov

By: _____
for

Name: Dmitriy Vanchugov

Name: Daniella Levine Cava

Title: Head of Transit Partnerships

Title: Mayor

Date: 12/22/2023

Date: 12-26-23

Attest: _____
Corporate Secretary/Notary Public

Attest: Olga Valverde Deputy Clerk
Juan Fernandez-Barquin
Clerk of the Court and Comptroller
Olga Valverde – e18183

Digitally signed by
Namita Uppal
DN: cn=Namita
Uppal, o=Miami Dade
County, ou=Chief
Procurement Officer,
email=uppaln@miami
dade.gov, c=US
Date: 2023.12.22
12:20:38 -05'00'

Namita Uppal

Corporate Seal/Notary Seal

State of Nevada

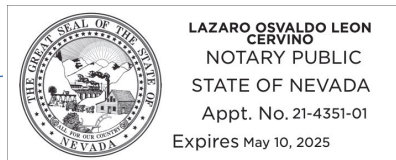
County of Clark

Signed and sworn to (or affirmed) before me
on 12/22/2023 by Dmitriy Eugenevich Vanchugov.

Approved as to form
and legal sufficiency



L. Cervino



Assistant County Attorney

Notarial act performed by audio-video communication.

APPENDIX A – SCOPE OF SERVICES

Scope of Work	
Name of program	Better Bus Voucher Program
Location of services	Miami Dade County, Florida
Background / Purpose	DTPW is seeking an agreement with Uber to provide transportation vouchers on an interim basis for residents in certain areas where bus services have been altered. These vouchers shall provide a solution to support riders impacted by changes in Metrobus service following the launch of the Better Bus Network (BBN) while DTPW obtains feedback on the new System.
Scope / Objective	<p>The Uber voucher program will provide residents with a convenient and reliable alternative during the transition to the new Better Bus Network, ensuring continued access to essential services and destinations. The program aims to provide service support where Metrobus routes have been altered, and will be available on the following routes:</p> <ul style="list-style-type: none"> • The discontinued section of (old) Route 135 - Miami Lakes Drive to Golden Glades • (Old) Route 42 - Opa-locka Tri-Rail Station to Douglas Road Metrorail Station • Discontinued section of Route 104 - Dadeland North to Miami Dade College Kendall along SW 88th St, SW 87th Ave, SW 104th St, SW 97th Ave, SW 112th St, SW 112th Ave, SW 104th St. • Discontinued section of (old) Route 2 – NW 84th St to 163rd St Mall • Discontinued section of (old) Route 16 – NE 79th St to 163rd St Mall • Portion of (old) Route E – Golden Glades to Aventura, including 192nd St in Sunny Isles <p>Additional routes may be added at the discretion of DTPW.</p>
Total program budget	This contract shall not exceed the total sum of \$250,000.
Deliverables	
Program start date	N/A

Period of performance	<p>The period of performance shall commence on December 19, 2023 and shall continue through December 18, 2024. The County may terminate this Agreement at any time and for any reason by giving ten (10) days' prior written notice to the Contractor.</p> <p>The County may elect to extend this contract for two additional one-year options at its discretion.</p>
Products	<ul style="list-style-type: none"> ✓ Uber Transit Vouchers ✓ Uber Central
Vehicle Types Available	<ul style="list-style-type: none"> ✓ Uber X ✓ Uber X Share
<p>Geographic restrictions</p> <p>Please note for all geographic restrictions the agency should be prepared to provide Uber with a shapefile in KML or GeoJSON format.</p>	<p>Geographic restrictions are limited to the DTPW service area. DTPW will provide a KML shapefile for the service area boundary.</p>
Days of operation	All operational DTPW service days
Hours of operation	All operational DTPW service hours
Subsidy level per trip	<ul style="list-style-type: none"> ✓ Trips are 100% subsidized within geographic zone ✓ \$15.00 subsidy within geographic zone
Agency Fare	No upfront fare required from passengers. The fare will be collected from DTPW by the Contractor as part of the monthly invoices submitted to the County.
Subsidy Allowance Per Person	<ul style="list-style-type: none"> <input type="checkbox"/> No more than ___ trips to/from geographic zone/locations <ul style="list-style-type: none"> <input type="checkbox"/> per day <input type="checkbox"/> per week <input type="checkbox"/> per month <input type="checkbox"/> No more than ___ trips within geographic zone <ul style="list-style-type: none"> <input type="checkbox"/> per night <input type="checkbox"/> per week <input type="checkbox"/> per month
Program distribution	<ul style="list-style-type: none"> <input type="checkbox"/> Email from agency <input type="checkbox"/> Email from Uber <input type="checkbox"/> Agency website or blog post <input type="checkbox"/> Uber website or blog post <input type="checkbox"/> Agency print media at eligible transit stops <input type="checkbox"/> Physical mailer <input type="checkbox"/> Special Eligibility Requirements (go to next section)

	<input type="checkbox"/> Other: _____
Reporting	
Data reporting	<ul style="list-style-type: none"> ✓ Uber Dashboard Access Per Trip <ul style="list-style-type: none"> ✓ Date & Time (pick up and drop off time date/time stamp) ✓ Cost to Agency ✓ Cost to Rider ✓ Trip origin & destination (decimal lat/long) to information ✓ ATA ✓ Trip distance ✓ Trip duration ✓ Number of passengers (per trip) Monthly Invoice <ul style="list-style-type: none"> ✓ Total trips ✓ Missed trips (i.e., requested but not fulfilled) ✓ Total number of unique riders
Special Conditions (If Applicable)	<p><u>Call Center Requirements</u> Contractor shall establish a call center to take calls from users who do not have access to the Uber App to request service on behalf of the user.</p> <p>The Contractor shall provide the County with a dedicated phone number where the County will be able to forward calls received from County Users. The County shall provide County Users with the following phone number (786) 469-5555 which will be shared via email, SMS, social media, online in other digital media, in broadcast media, or in print.</p> <p>County users who call the dedicated County number will have the ability to order rides that cost up to \$25 per trip to any location within the geographical zone located in the Shapefile provided to the Contractor.</p> <p>Contractor shall not ask County users for credit cards when services are requested that surpasses the \$25 threshold. If the cost of the trip surpasses the \$25 threshold, the County user shall be advised they are unable to take the trip.</p>

APPENDIX B – TRADEMARKS AND TERRITORY

Uber Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>
UBER	Word mark	United States
	Rider Logo	United States



County Marks

<u>Trademark</u>	<u>Description</u>	<u>Territory</u>
Miami-Dade County	Word mark	United States



Appendix C - UBER CENTRAL PRODUCT ADDENDUM

This Uber Central Product Addendum (the “**Product Addendum**”) to the Professional Services Agreement (the “**Agreement**”) is entered into by and between DTPW and Uber Technologies, Inc. (“**Uber**”) as of the date of the last signature set forth below (“**Product Addendum Effective Date**”). The Product Addendum is hereby incorporated by reference into the Agreement. Undefined, capitalized terms used herein shall have the meaning ascribed to them in the Agreement. This Product Addendum sets forth the terms under which DTPW may utilize the Dashboard to enable and use Uber Central. In the event of any conflict between the terms of the Agreement and this Product Addendum, the terms of this Product Addendum shall govern with respect to Uber Central.

1. PROVISION OF SERVICES TO DTPW

1.1 Access to Services

Upon execution of this Product Addendum, Uber will use commercially reasonable efforts to enable DTPW to access Uber Central via the Dashboard. In addition to the Dashboard features described in the Agreement, the Dashboard will enable DTPW to (a) request rides on behalf of DTPW Users and (b) view monthly statements setting forth trips requested on behalf of DTPW Users. DTPW expressly acknowledges and agrees that any and all transportation services are provided neither by Uber nor by DTPW, but by independent third-party providers. DTPW acknowledges that DTPW will incur User Charges to the account of DTPW, and not to the applicable DTPW User's personal Uber user account or credit card.

1.2 Active Users; Guest Users; Designated Recipients

1.2.1 Prior to requesting the Uber Service on behalf of any DTPW User, DTPW shall obtain from the DTPW User and submit to Uber the following information with respect to such DTPW User: (a) first and last name, (b) active telephone number, (c) pick-up and drop-off location; and (d) pick-up time and other optional trip related data (e.g. billing code, trip purpose, and message to Drivers) (collectively, “**DTPW User Data**”), in order to permit Uber to confirm whether such DTPW User is an Active User or is a Guest User. DTPW shall make all reasonable efforts ensure that all data provided to Uber is accurate and complete, and Uber shall not be liable to DTPW, any DTPW User or any other party with respect to inaccurate or incomplete DTPW User Data supplied to Uber by DTPW.

1.2.2 DTPW shall be solely responsible for contacting, or facilitating contact with, any Guest User for whom DTPW requests the Uber Service. Uber shall have no responsibility for contacting or providing messaging of any sort pursuant to this Product Addendum to any individual who is not an Active User.

1.2.3 DTPW may provide to Uber the name and phone number of Designated Recipient(s) in order for Uber (at Uber's sole discretion) to provide notifications and detailed trip information, including real-time trip status, regarding a DTPW User's trip to such Designated Recipient, including via SMS. Uber shall not be liable to DTPW, any DTPW User, any Designated Recipient, or any other party with respect to inaccurate or incomplete information supplied by DTPW related to any Designated Recipient.

2. PRIVACY

2.1. Roles of Parties

Each party is an independent controller of the DTPW Personal Data and Uber Personal Data. DTPW will provide DTPW Personal Data to Uber, for the provision of the services as described in this Product Addendum. DTPW will only process Uber Personal Data for administrative purposes, to manage access control and for activity review purposes.

2.2. Compliance with Data Protection Laws

Each party shall comply with the obligations applicable to it under the Data Protection Laws with respect to the processing of personal data (which includes DTPW Personal Data and Uber Personal Data).

3. DATA RESTRICTIONS

3.1. DTPW Restrictions

DTPW agrees that it will use (or authorize the use of) Uber Personal Data and the Dashboard solely for legitimate business purposes and will limit access to Uber Personal Data and the Dashboard solely to DTPW's personnel who have a legitimate business need to access such Uber Personal Data and the Dashboard. DTPW will not disclose Uber Personal Data to any third parties unless expressly authorized in writing by Uber, and who are in each case bound by privacy and security obligations regarding Uber Personal Data at least as restrictive as those contained herein.

3.2. Uber Restrictions

Uber agrees that Uber shall use or disclose DTPW Personal Data as necessary to provide the Uber Service or as required under applicable laws or regulations. Uber shall limit access to DTPW Personal Data solely to Uber and its Affiliates' directors, officers, employees, consultants, or agents who have a legitimate business need to access such DTPW Personal Data.

4. EFFECT OF TERMINATION

All outstanding payment obligations of this Product Addendum shall survive the termination of this Product Addendum.

5. WARRANTIES

In addition to the warranties set forth in the Agreement, DTPW represents and warrants that DTPW will inform and obtain all necessary rights, permission and legally adequate consent from DTPW Users (a) to share such DTPW User's personal data with Uber, (. In addition to the warranties set forth in the Agreement, DTPW represents and warrants that DTPW will inform and obtain all necessary rights, permission and legally adequate consent from Designated Recipients (i) to share such Designated Recipient's personal data with Uber and (ii) to receive SMS messages from Uber in connection with Uber Central and the Uber Service or to provide any communications pursuant to this Product Addendum. DTPW acknowledges that it may elect to utilize the Dashboard to request the Uber Service on behalf of, Guest Users. Any such election is at DTPW's sole discretion, and, in addition to DTPW's indemnity obligations under the Agreement, DTPW therefore will indemnify, defend and hold harmless Uber, its Affiliates and its and their directors, officers, employees, consultants, agents, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable outside attorney fees) with respect to any third party claim, suit, action or proceeding arising out of or related to the use of the Uber Service by any Guest User.

An authorized representative of each party has caused this Product Addendum to be duly executed as of the Product Addendum Effective Date.

Sec. 2-8.9. - Living Wage Ordinance for County service contracts and County employees.

Definitions.

- (A) *Applicable department* means the County department using the service contract.
- (B) *County* means the government of Miami-Dade County or the Public Health Trust.
- (C) *Covered employe* means anyone employed by any Service Contractor, as further defined in this Chapter either full or part time, as an employee with or without benefits that is involved in providing service pursuant to the Service Contractor's contract with the County.
- (D) *Covered employer* means any and all service contractors and subcontractors of service contractors.
- (E) *Service contractor* is any individual, business entity, corporation (whether for profit or not for profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:
 - (1) The service contractor is paid in whole or part from one (1) or more of the County's general fund, capital project funds, special revenue funds, or any other funds either directly or indirectly, whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract;
 - (2) The service contractor is engaged in the business of, or part of, a contract to provide, a subcontractor to provide, or similarly situated to provide, covered services, either directly or indirectly for the benefit of the County; or
 - (3) The service contractor is a General Aeronautical Service Permittee (GASP) or otherwise provides any of the Covered Services as defined herein at any Miami-Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.
- (F) *Covered services* are any one (1) of the following:
 - (1) *County service contracts.* Contracts awarded by the County that involve a total contract value of over one hundred thousand dollars (\$100,000.00) per year for the following services:
 - (i) Food preparation and/or distribution;
 - (ii) Security services;
 - (iii) Routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing, and recycling;
 - (iv) Clerical or other non-supervisory office work, whether temporary or permanent;

- (v) Transportation and parking services including airport and seaport services;
- (vi) Printing and reproduction services;
- (vii) Landscaping, lawn, and/or agricultural services; and
- (viii) Healthcare services performed by health care professionals and healthcare-related professionals (e.g., registered nurse, certified nursing assistant, nutritionist, medical doctor, social worker, or home care aide), including but not limited to substance abuse treatment, elderly transitional living, counseling, physician assistance, or social work. Service contracts that are awarded by the Public Health Trust for the healthcare services described in this subparagraph are specifically excluded from the requirements of this Ordinance.

(2) *Service Contractors at Aviation Department Facilities.* Any service that is provided by a Service Contractor at a Miami-Dade County Aviation Department Facility is a covered service without reference to any contract value:

- (A) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;
- (B) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tiprelated porter assistance services, including curbside check-in;
- (C) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;
- (D) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate distribution of received

messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;

- (E) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;
 - (F) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Service Contractor has contracted to supply such services;
 - (G) Janitorial Services;
 - (H) Delayed Baggage Services;
 - (I) Security Services unless provided by federal government or pursuant to a federal government contract; and,
 - (J) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a Covered Service, regardless of whether the service is performed by a GASP permittee or other Service Contractor.
 - (K) In-warehouse cargo handling.
- (3) *Concessionaires at Miami International Airport.* All services of all employees employed at Miami-International Airport by a concessionaire, and all services of all subcontractors of such concessionaire providing services at Miami International Airport. For the purposes of this section, a concessionaire shall mean an entity that is authorized by contract, permit, lease, or other legal instrument supported by mutual consideration to offer goods, food, beverages, or services for sale to ticketed passengers inside Miami International Airport concourses or terminals. Notwithstanding the preceding, this subsection does not apply to employees of any airline or any entity that is exempt from the requirements of this subsection pursuant to state or federal law. A concessionaire who is otherwise exempt under this subsection may still be required to provide a living wage to its employees if it engages in activities covered in Sections 2-8.9(F)(1) and 2-8.9(F)(2).
- (4) *Services performed by County employees.* Should any services that are being performed by County employees at the time the ordinance from which this section derives was enacted be solicited in the future by the County to be performed by a service contractor, such services shall be covered services subject to this section regardless of the value of the contract.

Living Wage.

(A) *Living wage paid.*

- (1) *Service contractors.* All service contractors as defined by this Chapter, performing covered services shall pay to all of its employees providing covered services, the current Living Wage rate of \$12.63 per hour with a qualifying Health Benefit Plan valued at no less than \$2.89 per hour per employee and \$15.52 per hour if no qualifying Health Benefit Plan is provided by the Service Contractor, applicable to the time when the covered service is performed as that rate is adjusted each fiscal year in the manner provided for herein for the adjustment of the Living Wage rate. An employee of a Concessionaire who receives some portion of their wages in the form of tips or gratuities may be paid a wage less than the Living Wage specified herein, so long as the combination of direct wages paid to such employee plus tips or gratuities equals or exceeds, the Living Wage provided for herein. For purposes of evaluating the wage paid to tipped employees, the terms employer, employee, direct wage, tips and gratuity shall have the same meaning as in the Federal Fair Labor Standards Act and its implementing regulations.
- (2) *County employees.* For County employees under the County pay plan, the County will begin to pay a living wage consistent with the goals of this section on a phase-in basis beginning in the 2000-2001 County budget year increasing on an annual basis incrementally so that the living wage is fully implemented for County employees in the 2002-2003 County budget year as adjusted for inflation pursuant to Subsection (C) below. Thereafter, the Living Wage to be paid by the County to its employees shall not be subject to the annual indexing required under Subsection (C) below and instead is subject to negotiation within the collective bargaining structure.

(B) *Health Benefit Plan.*

- (1) For a covered employer or the County to comply with the Living Wage provision by choosing to pay the lower wage scale when a covered employer also provides a Health Benefit Plan, such Health Benefit Plan shall consist of payment of \$2.89 per hour per employee commencing in health benefit plan year 2017 and for subsequent years the amount shall be adjusted by the percentage change in the consumer price index for medical care for the Miami-Ft. Lauderdale area published by the United States Department of Labor. The minimum amount of payment by a Service Contractor for the provision of a Health Benefit Plan on a per-hour basis will be calculated based on a maximum of a 40-hour work week. Overtime hours will not require additional payments towards the provision of a Health Benefit Plan. If the Service Contractor pays less than the required amount for providing a Health Benefit Plan provided in this section, then the Service Contractor may comply with the Living Wage requirements by paying the covered employee the difference between the premium it

pays for the Health Benefit Plan of the Covered Employee and the minimum amount required by this section for a qualifying Health Benefit Plan. The Service Contractor may require that all employees enroll in a Health Benefit Plan offered by the Service Contractor, provided that the employee is not required to pay a premium contribution for employee-only coverage. Proof of the provision of a Health Benefit Plan must be submitted to the County to qualify to pay the applicable wage rate for employees with a qualifying Health Benefit Plan. Health Benefit Plan for purposes of complying with this section shall qualify if it includes the benefits contained in a standard health benefit plan meeting the requirements set forth in § 627.6699(12)(a), Florida Statutes.

- (2) To the extent a Covered Employer seeks to pay the lower Living Wage rate for employers providing a qualifying Health Benefit Plan during the initial eligibility period applicable to new employees, the Living Wage requirement may be complied with as follows during the eligibility period:
 - (a) Provided the Covered Employer will be providing a qualifying Health Benefit Plan to a new employee upon the completion of such employee's eligibility period required under the Covered Employer's Health Benefit Plan and the Covered Employer has taken the necessary steps to effectuate coverage for such employee, a Covered Employer may only qualify to pay the Living Wage rate applicable to employees with a Health Benefit Plan for a term not to exceed the first ninety (90) days of the new initial employee's eligibility period, said term commencing on the employee's date of hire.
 - (b) If the Covered Employee is not provided with a qualifying Health Benefit Plan within ninety (90) days of initial hire, then the Covered Employer commencing on the ninety-first (91st) day of the new employee's initial eligibility period, must commence to pay the applicable Living Wage rate for Covered Employees without a Health Benefit Plan and must retroactively pay the Covered Employee the difference between the two Living Wage rates for the term of the eligibility period.
- (C) *Indexing.* The living wage will be annually indexed to inflation as defined by the Consumer Price Index calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade. The first indexing adjustment shall occur for the 2001-2002 County budget year using the Consumer Price Index figures provided for the calendar year ended December 31, 2000, and thereafter on an annual basis. Commencing October 1, 2017, the \$2.89 cost for a qualifying health benefit plan shall be adjusted based on the consumer price index for medical care for the Miami-Ft. Lauderdale area and that indexed cost shall be added to the existing Living Wage rate when a qualifying Health Benefit Plan is provided to determine the newly adjusted Living Wage rate without qualifying health benefits.
- (D) *Certification required before payment.* Any and all contracts for covered services shall be void, and no funds may be released, unless prior to entering any agreement with the County for a service contract, the Covered Employer certifies to the applicable department that it will

pay each of its employees no less than the Living Wage described in (A). A copy of this certificate must be made available to the public upon request. The certificate, at a minimum, must include the following:

- (1) The name, address, and phone number of the employer, a local contact person, and the specific project for which the service contract is sought;
 - (2) The amount of the contract and the applicable department the contract will serve;
 - (3) A brief description of the project or service provided;
 - (4) A statement of the wage levels for all employees; and
 - (5) A commitment to pay all employees a Living Wage, as defined by paragraph (A).
- (E) *Observance of other laws.* Every employee shall be paid not less than bi-weekly, and without subsequent deduction or rebate on any account (except as such payroll deductions as are directed or permitted by law or by a collective bargaining agreement). The employer shall pay employees wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- (F) *Posting.* A copy of the Living Wage rate notice issued by the County shall be kept posted by the employer at the site of the work in a prominent place where it can easily be seen by the employees and shall be supplied to the employee within a reasonable time after a request to do so. In addition, Service Contractors shall forward a copy of the requirements of this Ordinance to any person submitting a bid or issued a permit or lease agreement for a subcontract on any service contract covered by this Chapter. Covered employers are also required to print the following statements on the front of the individual's first paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish, and Creole.
- (G) *Collective bargaining.* Nothing in this Chapter shall be read to require or authorize any employer to reduce wages set by a collective bargaining agreement or as required under any prevailing wage law.

Implementation.

- (A) *Procurement Specifications and Contracts.* The Living Wage shall be required in the procurement specifications and contract language for all County service contracts for covered services. The procurement specifications and contract language for applicable contracts shall include a requirement that Service Contractors agree to produce all documents and records relating to payroll and compliance with this Ordinance upon request from the Applicable Department or as otherwise provided by the County Manager by Administrative Order.
- (B)

Information Distributed. All requests for bids or requests for proposals for service contracts, whether advertised or informally solicited, and permits, leases and any other agreement issued by the Miami-Dade Aviation Department for covered services shall include appropriate information about the requirements of this Ordinance.

- (C) *Maintenance of Payroll Records.* Each covered employer shall maintain payrolls for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years from the expiration, suspension or termination date of the contract in which the requirements of this Chapter were applicable. The records shall contain at a minimum:
- (1) The name and address of each covered employee;
 - (2) The job title and classification;
 - (3) The number of hours worked each day;
 - (4) The gross wages earned and deductions made;
 - (5) Annual wages paid;
 - (6) A copy of the social security returns and evidence of payment thereof;
 - (7) A record of fringe benefit payments including contributions to approved plans; and
 - (8) Any other data or information the County should require from time to time.
- (D) *Reporting Payroll.* The covered employer shall by the 10th of each month, submit to the County (or if by request within the requested time frame) certified payroll showing the employer's payroll records for each Covered Employee working on the contract(s) for covered services for the previous month via the County's web-based system. Upon request by the County, the covered employer shall produce for inspection and copying its payroll records for any or all of its covered employees for the prior three-year period.
- (E) *Reporting Employment Activity.* Upon request by the County but in any event no less frequently than every six (6) months, the covered employer must submit to the County an Employment Activity Report Form containing the following information:
- (1) Race and gender of employees hired and terminated; and
 - (2) Zip code of employees hired and terminated; and
 - (3) Wage rate of employees hired and terminated.

Commission on a Living Wage, Establishment and Responsibility.

- (A) *Establishment.* The County Commission shall establish a fifteen-person commission entitled the "Living Wage Commission" the purpose of which shall be to review the effectiveness of Sections 2-8.9 and 2-8.11 of this Chapter, review certifications submitted by covered

employers to the County to include reviewing complaints filed by employees and to make recommendations to the Applicable Department, County Mayor and the County Commission regarding same.

- (B) *Members.* The Commission shall be composed of fifteen (15) members provided that no more than six (6) members are representatives of the business community or affected employer groups selected for a term of two (2) years in the following manner:
 - (1) Two (2) members of the commission shall be selected by the County Mayor; and
 - (2) One (1) member shall be selected by each of the County Commissioners.
- (C) *Meetings.* The Living Wage Commission shall meet quarterly and in special session as required. All meetings of the Living Wage Commission shall be open to the public and will allow for public testimony on policies or conduct relating to this Chapter.
- (D) *Staff support.* The County Manager as more fully delineated by Administrative Order shall provide staff support for the compliance and enforcement of this section and as is necessary to support the activities of the Living Wage Commission.

Compliance and Enforcement.

- (A) *Service contractor to cooperate.* The service contractor shall permit County employees, agents, or representatives to observe work being performed at, in, or on the project or matter for which the service contractor has a contract. The County representatives may examine the books and records of the service contractor relating to employment and payroll to determine if the service contractor is in compliance with the provisions of this Chapter.
- (B) *Complaint procedures and sanctions.* An employee who believes that this Chapter applies or applied to him or her and the service contractor is or was not complying with the requirements of this Chapter has a right to complain by filing a written complaint. The County Mayor shall establish by Administrative Order the procedures and requirements for filing a complaint and for the processing and resolution of complaints under this section including the sanctions to be imposed for violations of this section. The County Mayor shall also by Administrative Order establish a procedure applicable to complaints by County employees regarding noncompliance with this section.
- (C) *Private right of action against service contractors.* Any covered employee of a service contractor, or any person who was formerly a covered employee of a service contractor, may instead of adhering to the County administrative procedure set forth in this section but not in addition to such procedure, bring an action by filing suit against the covered employer in any court of competent jurisdiction to enforce the provisions of this Chapter and may be awarded back pay, benefits, attorney's fees, and costs. The applicable statute of limitations for such a claim will be two (2) years as provided in Florida Statutes Section 95.11(4)(c) in an action for payment of wages. The court may also impose sanctions on the employer, including those

persons or entities aiding or abetting the employer, to include wage restitution to the affected employee and damages payable to the covered employee in the sum of up to five hundred dollars (\$500.00) for each week each employer is found to have violated this Chapter.

(D) *Sanctions against service contractors.* For violations of this Ordinance as determined pursuant to the procedures set forth by Administrative Order, the County may sanction a service contractor for violations of this section by requiring the service contractor to pay wage restitution to the affected employee. The County may also sanction the service contractor for violations in at least one (1) of the following additional ways:

- (1) Penalties payable to the County in an amount equal to 20% of the amount of the underpayment of wages and/or benefits for the first instance of underpayment; 40% for the second instance; and for the third and successive instances 60% of the amount of underpayment. A fourth underpayment within a three year period shall subject the service contractor to debarment to be initiated by SBD in accordance with the debarment procedures of the County. A fourth underpayment violation shall also constitute a default of the contract where the underpayment occurred and shall be cause for suspension or termination in accordance with the contract's terms. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized to defray SBD's costs of administering the Living Wage provisions. If the required payment is not made within 30 days of the (i) date by which a request for administrative appeal of a notice of violation was due and either not filed or not filed timely, or (ii) administrative hearing or final resolution of any appeal therefrom, the noncomplying contractor or subcontractor and the principal owner(s) thereof shall be prohibited from bidding on or otherwise participating in County contracts for a period not to exceed three years.
- (2) The sum of up to five hundred dollars (\$500.00) for each week for each covered employee found to have not been paid in accordance with this Chapter.
- (3) Suspend payment or terminate payment under the contract or terminate the contract with the service contractor.
- (4) If a service contractor fails to cure a Notice of Violation or pay any sanctions that are assessed by the County, such service contractor and all officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the non-complying service contractor may be declared by the County to be ineligible for bidding on or otherwise participating in Living Wage contracts and permits until all required payments have been paid in full and regardless of whether such payment has been made may also be declared ineligible for bidding or otherwise participating in Living Wage contracts for a period of up to three (3) years. In addition all covered employers shall be ineligible for Living Wage

contracts and permits under this section where any officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of the covered employer were officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, divisions or other organizational elements of a covered employer who has been declared ineligible under this Chapter.

- (5) In addition to any other sanctions provided for herein, for violations other than underpayment of wages and/or benefits, damages payable to the County in the amount of five hundred dollars (\$500.00) per week for each week in which the violation remains outstanding.
- (6) A service contractor who fails to timely and adequately respond in the manner and within the timeframe set forth in a written request from the County to a notice of noncompliance, or fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by the County after a Compliance Meeting shall be deemed not to have complied with the requirements of this section as stated in the notice or determination of noncompliance and, in the case of underpayment of the Living Wage required, an amount sufficient to pay any underpayment shall be withheld from contract proceeds to include any deposits, and/or bonds and remitted to the employee and the Service Contractor may be fined the applicable penalty for such underpayment as defined herein.
- (7) All such sanctions recommended or imposed shall be a matter of public record.
- (E) *Interest on Unpaid Sanctions.* All sanctions imposed pursuant to the authority of this Chapter shall bear interest at the same rate as the State of Florida statutory rate for judgments provided by Florida Statutes § 55.03.
- (F) *Retaliation and discrimination barred.* An employer shall not discharge, reduce the compensation or otherwise discriminate against any employee for making a complaint to the Living Wage Commission, the applicable department, the County, or otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. Allegations of retaliation or discrimination, if found by the County Mayor pursuant to procedures set forth by Administrative Order or by a court of competent jurisdiction under paragraph (C), shall result in an order of restitution and reinstatement of a discharged employee with back pay to the date of the violation or such other relief as deemed appropriate. In addition, the County Mayor or the Court may impose an additional sanction of up to five hundred dollars (\$500.00) for each week since the covered employee was discharged as a result of prohibited retaliation under this Chapter.
- (G)

Remedies herein non-exclusive. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right under this Chapter in a court of law.

(Ord. No. 99-44, § 5-11-99; Ord. No. 00-85, § 1, 7-6-00; Ord. No. 02-147, § 1, 9-12-02; Ord. No. 06-67, § 1, 5-9-06; Ord. No. 06-151, § 1, 10-10-06; Ord. No. 09-15, § 1, 3-3-09; Ord. No. 16-37, § 1, 4-5-16; Ord. No. 16-87, § 1, 9-7-16; Ord. No. 18-33, § 8, 4-10-18; Ord. No. 18-78, § 2, 7-24-18; Ord. No. 20-103, § 4, 10-6-20; Ord. No. 21-82, § 2, 9-1-21; Ord. No. 22-135, § 1, 10-18-22)

SUPPLEMENTAL AGREEMENT NO. 1

Contract Number: **BW-10404**

Contract Title: On-Demand Transit Vouchers (Better Bus Network)

Contractor: Uber Technologies, Inc

In accordance with the above referenced Contract, this Supplemental Agreement, when properly executed, shall become part of the Contract, and shall:

1) Amend the following Article to read as follows:

1. TERM AND TERMINATION

This Agreement shall commence on December 22, 2023 and shall continue through December 18, 2024 or the date by which DTPW’s budget of \$650,000 as related to services is exhausted. The County may terminate this agreement at any time and for any reason by giving ten (10) days prior written notice to the Contractor.

1.1 Option-To-Renew

The County may elect to extend this contract for two additional one-year options at its discretion. Should the County exercise the option-to-renew and/or additional allocation is needed the County will seek approval from the Board Of County Commissioners.

2) Replace the following from Appendix A – Scope of Services:

Total Program Budget	This contract shall not exceed the total sum of \$650,000
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All other terms, covenants and conditions of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement No. 1 to County Contract No.

Contractor

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Corporate Secretary/Notary

Miami-Dade County

By: _____
for

Name: Daniella Levine Cava

Title: Mayor

Date: _____

Attest: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: _____

Miami-Dade County, FL

Supplemental Agreement No. 1 to Contract No. BW-10404

(Deputy Clerk Signature)

Print Name: _____

Corporate Seal/Notary

Approved as to form
and legal sufficiency

A handwritten signature in black ink that reads "Bruce Zibohar". The signature is written in a cursive style with a large, prominent initial "B".

Assistant County Attorney