

Memorandum



Date: October 5, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Substitute
Agenda Item No. 8(N)(15)

Subject: Resolution Waiving Competitive Bidding Procedures, Ratifying an Emergency Purchase for the Miami-Dade Department of Transportation and Public Works (DTPW) for the provision of On-demand After-hours Transportation Services by Lyft Inc. (LYFT) from September 13, 2021 through October 15, 2021 for a total amount not to exceed \$166,258.00, and Further Approving an Agreement with LYFT Effective October 16, 2021 through December 31, 2021, for the Provision of On-demand After-hours Transportation Services for an amount not to exceed \$387,937.00

The substitute item differs from the original item in that it (1) ratifies an emergency purchase for DTPW for the provision of on-demand after-hours transportation services by LYFT from September 13, 2021 through October 15, 2021 at a cost of up to \$35.00 per ride for a total contract amount not to exceed \$166,258.00, and (2) approves a revised version of the agreement with LYFT with a new term from October 16, 2021 through December 31, 2021 and a reduced contract amount of \$387,937.00; the combined amount of the contract commencing on October 16, 2021 and the emergency purchase is the same as the original item, \$554,195.00. Additionally, conforming changes have been made to the title of the resolution.

Recommendation

It is recommended that the Board of County Commissioners (Board) waive competitive bidding procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code, ratifying an emergency purchase for DTPW for the provision of on-demand after-hours transportation services by LYFT from September 13, 2021 through October 15, 2021 at a cost of up to \$35 per ride for a total contract amount not to exceed \$166,258.00; further approving an agreement between LYFT and Miami-Dade County, for the provision of on-demand after-hour transportation services from October 16, 2021 through December 31, 2021 at a cost of up to \$35.00 per ride for a total contract amount not to exceed \$387,937.00; and authorizing the County Mayor or County Mayor’s designee to (1) exercise all provisions of the emergency contract pursuant to section 2-8.1 of the County Code and Implementing Order 3-28, and (2) execute the agreement and to effectuate the same and exercise all provisions contained therein.

Additionally, DTPW is working with the taxicab industry to provide supplemental on-demand transportation services. Incorporation of taxis will result in a gap in service for several weeks until the impacted bus routes are pulled back in-house in November.

Delegated Authority

If this item is approved, the County Mayor or County Mayor’s designee will have the authority to exercise all provisions of the contract including termination, in substantially the attached form, excluding extensions or renewals, pursuant to section 2-1.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

Scope

LYFT will provide on-demand after-hours transportation service adhering to the following service parameters:

- Monday through Sunday from Midnight to 5:00 a.m.
- Two (2) trips per rider per night
- Booking through App or Call-in
- Subsidy cap = \$35.00, to be applied upon rider paying fare
- Pick-up and Drop-off must be within 500 feet of designated bus route
- Designated routes: 3, 11, 27, 38, 77, 112/L, 119/S, 246, and 500

With approval of this item, the contractor will continue to provide service to users of the after-hours bus routes listed above until the November 2021 County Bus Line-up becomes effective and DTPW can resume operation of the late-night bus service with County equipment and personnel.

Fiscal Impact/Funding Source

The total estimated costs associated with the services described above is \$554,195.00 for service from September 13, 2021 through December 31, 2021, budgeted in the DTPW Operating Fund. Not authorizing this bid waiver may result in loss of service for the nine (9) routes listed in the scope of service. Currently, DTPW does not have sufficient equipment or staff to operate these routes.

Track Record/Monitor

The Project Manager (PM) is Linda Morris, Chief of Scheduling and Service Planning Division, DTPW. The contracted routes stated in the Scope are randomly monitored by the division utilizing the Geo-positioning system (GPS) data provided by LYFT.

Staff and the Contractor hold weekly conference calls to review complaints and to address any concerns that may potentially impact service.

Background

In April 2020, due to the COVID-19 State of Emergency, DTPW entered into an emergency contract with LYFT for provision of on-demand after-hours transportation services along 9 Miami-Dade County night-time bus routes which DTPW suspended, on an emergency-basis, in order to re-allocate resources to properly address social distancing needs on high-demand routes.

Although COVID-19 restrictions were eased and the State of Emergency was rescinded by the State of Florida, DTPW did not have sufficient equipment or staff to resume operation of all transit routes as part of the June 27, 2021 Bus Line-up. As such, DTPW continued services from June 27, 2021

through September 12, 2021 via a confirmation purchase order for the total contract amount of \$250,000, ratified by the Internal Services Director as provided for in Implementing Order 3-38.

DTPW submitted a bid waiver item to the September 1, 2021 Board of County Commissioners (Board) meeting (Legistar Item Number 212079) to request approval for extending the on-demand transportation service contract LYFT from September 13, 2021 through December 31, 2021, at which time DTPW will be able to re-establish service with its own fleet and staff as part of the next Bus Line-up. At the September 1st Board meeting, however, Rule 5.04(c) of the Board’s Rules of Procedure (the “4-Day Rule”) was invoked for this item which automatically places it on the next Board meeting agenda for consideration. The next Board meeting is scheduled for October 5, 2021.

To avoid the abrupt interruption of the on-demand services, which would impact over 10,000 monthly users, and with the understanding that DTPW will not be able to timely comply, prior to the next Board meeting, with Section 2-150 of the County Code, which requires a public hearing for any major service change and with Title VI requirements established by the Federal Transit Administration (FTA), which require an analysis of proposed impacts prior to the implementation of any significant service change, DTPW requested an emergency procurement of on-demand transportation services from LYFT from September 13, 2021 through October 15, 2021 while the item is considered by the Board and the subsequent 10-day veto period has concluded should the Board approve the subject bid waiver item.

Limited Liability

Within the subject agreement, LYFT has included the following provisions limiting liability:

“To the fullest extent permitted by law, except for either party’s breach of confidentiality, in no event shall either party be liable for any claim for any indirect, willful, punitive, incidental, exemplary, special or consequential damages, for loss of goodwill, for loss of business profits, or damages for loss of business, or loss or inaccuracy of data of any kind, or other indirect economic damages, whether based on contract, negligence, tort (including strict liability) or any other legal theory, even if such party has been advised or had reason to know of the possibility of such damages in advance. the aggregate amount of any and all liability of one party to the other for any claim(s) arising from or relating to the agreement, shall be limited to direct provable damages and shall not exceed, in any event, two hundred fifty thousand dollars (\$250,000). this limitation of liability shall not apply to outstanding amounts owed by agency for fees incurred by riders, nor shall it limit the scope of LYFT’s commercial automobile liability policy”.

Due Diligence

Pursuant to Resolution No. R-187-12, DTPW evaluated the proposed contractor’s performance during the COVID-19 emergency and determined that the vendor has been responsible and responsive in providing on-demand after-hours transportation services and that it is capable to deploy its services promptly and with enough flexibility as required by the County to continue providing essential service along suspended bus routes.

Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners
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Jimmy Morales
Chief Operations Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: October 5, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Substitute
Agenda Item No. 8(N)(15)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present , 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Substitute
Agenda Item No. 8(N)(15)
10-5-21

RESOLUTION NO. _____

RESOLUTION WAIVING COMPETITIVE BIDDING PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE COUNTY CODE BY A TWO-THIRDS (2/3) VOTE OF THE BOARD MEMBERS PRESENT; RATIFYING AN EMERGENCY PURCHASE FOR THE MIAMI-DADE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS FOR THE PROVISION OF ON-DEMAND AFTER-HOURS TRANSPORTATION SERVICES BY LYFT INC. FROM SEPTEMBER 13, 2021 THROUGH OCTOBER 15, 2021 AT A COST OF UP TO \$35.00 PER RIDE FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$166,258.00; FURTHER APPROVING AN AGREEMENT BETWEEN LYFT INC. AND MIAMI-DADE COUNTY, FOR THE PROVISION OF ON-DEMAND AFTER-HOURS TRANSPORTATION SERVICES FROM OCTOBER 16, 2021 THROUGH DECEMBER 31, 2021 AT A COST OF UP TO \$35.00 PER RIDE FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$387,937.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO (1) EXERCISE ALL PROVISIONS OF THE EMERGENCY CONTRACT PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-28, AND (2) EXECUTE THE AGREEMENT AND TO EFFECTUATE THE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the Board finds it in the best interest of the County to waive competitive bidding requirements of Section 2-8.1(b)(1) of the Code of Miami-Dade County, Florida, and section 5.03(D) of the County Charter by a two-thirds vote of the Board members present,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Finds it in the best interest of the County to waive competitive bidding requirements of section 2-8.1(b)(1) of the Code of Miami-Dade County, Florida, and section 5.03(D) of the County Charter by a two-thirds vote of the Board members present and >>(1) ratifies an emergency purchase for the Department of Transportation and Public Works for the provision of on-demand after-hours transportation services by LYFT Inc from September 13, 2021 through October 15, 2021 at a cost of up to \$35.00 per ride for a total contract amount not to exceed \$166,258.00 (the “Emergency Contract”); and (2)<<¹ approves the agreement between LYFT Inc. and Miami-Dade County, for the provision of on-demand after-hours transportation services >>from October 16, 2021 through December 31, 2021 (the “Agreement”)<< at a cost of up to \$35.00 per ride for a total contract amount not to exceed >>\$387,937.00<< [~~\$554,195.00~~].

>> **Section 2.** Pursuant to section 2-8.1 of the Code and Implementing Order 3-28, authorizes the County Mayor or County Mayor’s designee to exercise all provisions of the Emergency Contract.<<

Section >>3<<[[2]]. Authorizes the County Mayor or County Mayor’s designee to execute the >>Agreement<< [~~agreement~~] in substantially the form attached and to effectuate the same and exercise all provisions contained therein.

¹ The differences between the substitute and the original item are indicated as follows: Words stricken through and/or [[double bracketed]] shall be deleted, words underscored and/or >>double arrowed<< are added.

The foregoing resolution was offered by Commissioner ,
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of October, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Annery Pulgar Alfonso



LYFT, INC.

SHORT-TERM CODES AGREEMENT

<p>1. “Agency”</p>	<p>Full Legal Name:</p> <p>Postal Address for Legal Notices:</p> <p>Email Address for Legal Notices:</p> <p>Postal Address for Billing:</p> <p>Contact Name for Billing:</p> <p>Email Address for Billing:</p>	<p>Miami-Dade County</p> <p>111 NW 1 St Street, Floor 28, Miami FL 33128</p> <p>Bruce.libhaber@miamidade.gov</p> <p>701 NW 1 Ct, Suite 1700, Miami FL 33136</p> <p>Linda Morris</p> <p>Linda.morris@miamidade.gov</p>
<p>2. “Lyft”</p>	<p>Full Legal Name:</p> <p>Postal Address for Legal Notices:</p> <p>Email Address for Legal Notices:</p>	<p>Lyft, Inc.</p> <p>185 Berry Street, Suite 5000 San Francisco, CA 94107</p> <p>legalnotices@lyft.com</p>
<p>3. “Agreement”</p>	<p>The Lyft Platform Services selected below and any additional fees will be applied to the Agency set forth above and its associated account(s). “Services” means the Lyft codes and/or credits requested by Agency. This Order Form, and any attachments or exhibits attached hereto are hereby incorporated into and subject to the Lyft Business Terms of Service as set forth at https://go.lyftbusiness.com/terms-of-service (the “Agreement”) which Agency agrees to and accepts. Capitalized terms used but not defined in this Order Form shall have the meanings provided to them in the Agreement. In the event of any direct conflict between the terms of this Order Form and the Lyft Business Terms of Service, then the terms of this Order Form shall control. The person signing on behalf of Agency represents that it has the full authority to execute and bind Agency to this Order Form. Provided that both parties execute this Order Form, this Order Form shall be effective on the Order Form Effective Date.</p>	
<p>4. “Order Form Effective Date”</p>	<p>This Order Form Effective Date is September 13, 2021 regardless of the date the Parties actually sign the Agreement.</p>	
<p>5. “Term”</p>	<p>Until October 15, 2021 or when the Agency’s budget as related to the Services is exhausted, whichever happens first (the “Term”). Either of the parties may terminate this agreement in writing to transit@lyft.com no later than 10 business days before the end of each month.</p>	
<p>6. Purpose</p>	<p>Agency wishes to provide eligible participants (the “Participants”) with Lyft Ride Codes to use for Lyft Standard Rides to gain access to essential services as an employee or constituent.</p>	
<p>7. Products</p>	<p>Agency will use the Lyft Services selected below. Descriptions of each Product can be found at: http://get.lyft.com/enterprise-product-descriptions. <i>Check all that apply:</i></p> <p><input type="checkbox"/> Lyft Codes</p>	

<p>8. Code Terms, as applicable</p>	<p>Time and Date Restrictions, if any: <u>seven days a week, 12 am to 4:59 am</u></p> <p>Geo-Fence Restrictions, if any: <u>service area provided by Agency</u></p> <p>Vouchers shall be available for redemption on trips completed along Miami-Dade transit routes: 3, 11, 27 (including connection to Miami Intermodal Center), 38, 77, 112/L, 119/S, 246, and 500.</p> <p>Drop-offs and pick-ups within 500FT from bus route</p> <p>Code Quantity: _____</p> <p>Lyft Value Per Code: <u>valid for 60 rides per month, up to \$35 per ride after the Rider pays the first \$2.25</u></p> <p>*Code Use is restricted to Lyft Standard Rides (only for purposes of this Agreement)*</p> <p>Y Code Naming Preference (max. 11 characters): <u>GONIGHTLY</u></p> <p>Codes Request Process: To purchase Credits, Agency must send an email to transit@lyft.com, which contains 1) the number of Codes requested, 2) the price attributable to each Code (if applicable), and 3) any additional Code parameters (collectively, the “Credit Request”). Agency represents and warrants that the person submitting Code Requests has the requisite express, actual authority to purchase Codes on behalf of Agency. Upon Lyft’s receipt of a Credit Request (i) Lyft agrees to sell, transfer and/or deliver the Codes to Agency within five (5) business days, and (ii) Agency agrees to pay for any usage of the Codes, subject to the terms and conditions herein. Agency can request a refund for Codes by emailing transit@lyft.com at least seven (7) days prior to the intended cancellation date. Cancellations take approximately three (3) business days to process. Notwithstanding the foregoing, if Agency’s Codes have been redeemed at any point prior to the successful processing of the cancellation request, Lyft will not be able to fulfill Agency’s cancellation request or edit the Code in any way.</p> <p>Use of Codes: In order to use the Code, users approved on behalf of Agency (“Riders”) who seek transportation services to certain destinations (“Ride(s)”) must (a) download and install the Lyft mobile application (“Lyft App”) on a compatible mobile device; (b) create and maintain an active Lyft account, including agreeing to Lyft’s Terms of Service (https://www.lyft.com/terms), as may be updated from time to time; (c) successfully redeem the Code in the Rider’s Lyft App; (d) takes a Ride provided by independent third-party person(s) authorized to provide driving services on the Lyft App (“Driver(s)”) via the Lyft App which qualifies for Code redemption under this Order Form; and (e) successfully apply the Lyft credit at the end of the ride. <u>For a Ride taken by a Rider that exceeds the amount of the Lyft Code available, Lyft will charge the Rider’s personal payment method on file.</u></p>	
<p>9. Payment Terms</p>	<p>Lyft Codes</p>	<p>Lyft will provide Codes as follows: Value per Code: valid for 60 rides per month. Each Ride that meets all the restrictions of the program shall have the Agency Rider pay the first \$2.25 of the Ride cost, and the County pay the remaining Ride cost up to \$35 per Ride; any additional Ride cost beyond \$37.25 shall be the responsibility of the Rider.</p>
	<p>Budget</p>	<p>It is the intention of the Parties that Agency not to exceed \$166,258 during the Term (the “Budget”).</p>
	<p>Invoice and Payment</p>	<p><u>Lyft Codes</u> – Offline Invoice Invoices shall be submitted via email to invsubp@miamidade.gov and include the following Current/Valid Purchase Order Number, Company Name and/or DBA (doing business as name) must be clearly stated, Correct Remittance Address, Invoice Number, Invoice Date, Monthly Amount for service, Correct “Bill To” Information and name of the department for whom services were rendered or goods delivered/provided (i.e. the ship- to- address). Payment is due within thirty (30) days from the invoice date. Lyft will invoice or charge Agency for the full dollar amount of actual Codes redeemed by Agency or its Riders for the preceding month, in addition to a 2.25% platform fee in accordance with the Agreement.</p>
<p>10. Reporting</p>	<p>Reports: Along with the invoice, Lyft will provide Agency with a report which, in addition to other information, may include: (a) the number of Codes redeemed; and (b) the cost per Ride for which a Code was redeemed (“Report”).</p>	
<p>11. Limitations on Liability</p>	<p>TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EITHER PARTY’S BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR</p>	

	<p>DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE AGGREGATE AMOUNT OF ANY AND ALL LIABILITY OF ONE PARTY TO THE OTHER FOR ANY CLAIM(S) ARISING FROM OR RELATING TO THE AGREEMENT, SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES AND SHALL NOT EXCEED, IN ANY EVENT, TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000). THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO OUTSTANDING AMOUNTS OWED BY AGENCY FOR FEES INCURRED BY RIDERS, NOR SHALL IT LIMIT THE SCOPE OF LYFT'S COMMERCIAL AUTOMOBILE LIABILITY POLICY.</p>
<p>12. Insurance</p>	<p>During the term of this Agreement, Lyft shall maintain in force during the term, at Lyft's own expense, at least the following insurance coverages:</p> <p>Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 for each accident.</p> <p>Commercial General Liability Insurance with limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate for bodily injury and property damage. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, product and completed operations, personal and advertising injury and contractual liability. Agency will be listed as an additional insured via blanket endorsement with respect to this coverage.</p> <p>Commercial Automobile Liability Insurance with limits of \$1,000,000 for each accident for third party bodily injury and property damage, including Uninsured/Underinsured motorist coverage with limits in accordance with local regulations. This policy shall not apply to rides originating in New York City where Drivers are professionally licensed and carry insurance in amounts mandated by the Taxi and Limousine Commission ("TLC").</p> <p>All policies maintained shall be written as primary policies, not contributing with and not supplemental to coverage Agency may carry and will contain a waiver of subrogation against Agency and its insurance carrier(s) with respect to all obligations assumed by Lyft under this Agreement. The fact that Lyft has obtained the insurance required hereunder shall in no manner lessen or otherwise affect Lyft's other obligations or liabilities set forth in this Agreement.</p> <p>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:</p> <ul style="list-style-type: none"> ○ 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 A.M. 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.
<p>13. Additional Conditions</p>	<p>The parties acknowledge and agree that Lyft is not responsible for satisfying Agency's obligations under 42 U.S.C. § 12143, and that Agency has separately contracted with one or more third parties to provide the required WAV components of Agency's program. Agency represents and warrants that it will not use the Lyft Platform or Service in any manner that violates industry standards, and applicable regulations, policies, or guidance, published by the FTA (Federal Transit Administration) at https://www.transit.dot.gov/shared-mobility or https://www.transit.dot.gov/. Prior to any Rides taken under this Agreement, Agency represents and warrants that Agency will notify its Riders that such Riders' personal information may be subject to applicable public disclosure laws and subsequently be made public following requests for such information.</p> <p>Agency is subject to Chapter 119 Florida Public Records Law. Agency will make its best efforts to notify Lyft of any public records pursuant request prior to disclosure of records. For avoidance of doubt all Rider Personally Identifiable Information ("PII") will be redacted from any disclosure request to the extent allowable by law.</p> <p>Independent Private Sector Inspector General (IG) Requirements. 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</p>

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.

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.

County User Access Program (UAP). 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.

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.

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.

Assignment. Contractor may not assign this Agreement without the express written consent of the County.

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.

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.

Entire Agreement. 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.

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.

Signed by authorized representatives of the parties as of the dates written below:

DocuSigned by:
LYFT, INC.

By: *Mark Roberts*

Printed Name: Mark Roberts

Title: Head of Business Strategy

Date: 9/17/2021

AGENCY

By:

Printed Name: _____

Title: _____

Date: _____

Annery Pulgar Alfonso

County Attorney Form Approval : _____

Date : Sep 21, 2021



LYFT, INC.

SHORT-TERM CODES AGREEMENT

<p>1. “Agency”</p>	<p>Full Legal Name:</p> <p>Postal Address for Legal Notices:</p> <p>Email Address for Legal Notices:</p> <p>Postal Address for Billing:</p> <p>Contact Name for Billing:</p> <p>Email Address for Billing:</p>	<p>Miami-Dade County</p> <p>111 NW 1 St Street, Floor 28, Miami FL 33128</p> <p>Bruce.libhaber@miamidade.gov</p> <p>701 NW 1 Ct, Suite 1700, Miami Fl 33136</p> <p>Linda Morris</p> <p>Linda.morris@miamidade.gov</p>
<p>2. “Lyft”</p>	<p>Full Legal Name:</p> <p>Postal Address for Legal Notices:</p> <p>Email Address for Legal Notices:</p>	<p>Lyft, Inc.</p> <p>185 Berry Street, Suite 5000 San Francisco, CA 94107</p> <p>legalnotices@lyft.com</p>
<p>3. “Agreement”</p>	<p>The Lyft Platform Services selected below and any additional fees will be applied to the Agency set forth above and its associated account(s). “Services” means the Lyft codes and/or credits requested by Agency. This Order Form, and any attachments or exhibits attached hereto are hereby incorporated into and subject to the Lyft Business Terms of Service as set forth at https://go.lyftbusiness.com/terms-of-service (the “Agreement”) which Agency agrees to and accepts. Capitalized terms used but not defined in this Order Form shall have the meanings provided to them in the Agreement. In the event of any direct conflict between the terms of this Order Form and the Lyft Business Terms of Service, then the terms of this Order Form shall control. The person signing on behalf of Agency represents that it has the full authority to execute and bind Agency to this Order Form. Provided that both parties execute this Order Form, this Order Form shall be effective on the Order Form Effective Date.</p>	
<p>4. “Order Form Effective Date”</p>	<p>This Order Form Effective Date is October 16, 2021 regardless of the date the Parties actually sign the Agreement.</p>	
<p>5. “Term”</p>	<p>Until December 31, 2021 or when the Agency’s budget as related to the Services is exhausted, whichever happens first (the “Term”). Either of the parties may terminate this agreement in writing to transit@lyft.com no later than 10 business days before the end of each month.</p>	
<p>6. Purpose</p>	<p>Agency wishes to provide eligible participants (the “Participants”) with Lyft Ride Codes to use for Lyft Standard Rides to gain access to essential services as an employee or constituent.</p>	
<p>7. Products</p>	<p>Agency will use the Lyft Services selected below. Descriptions of each Product can be found at: http://get.lyft.com/enterprise-product-descriptions. <i>Check all that apply:</i></p> <p><input type="checkbox"/> Lyft Codes</p>	

<p>8. Code Terms, as applicable</p>	<p>Time and Date Restrictions, if any: <u>seven days a week, 12 am to 4:59 am</u></p> <p>Geo-Fence Restrictions, if any: <u>service area provided by Agency</u></p> <p>Vouchers shall be available for redemption on trips completed along Miami-Dade transit routes: 3, 11, 27 (including connection to Miami Intermodal Center), 38, 77, 112/L, 119/S, 246, and 500.</p> <p>Drop-offs and pick-ups within 500FT from bus route</p> <p>Code Quantity: _____</p> <p>Lyft Value Per Code: <u>valid for 60 rides per month, up to \$35 per ride after the Rider pays the first \$2.25</u></p> <p>*Code Use is restricted to Lyft Standard Rides (only for purposes of this Agreement)*</p> <p>Y Code Naming Preference (max. 11 characters): <u>GONIGHTLY</u></p> <p>Codes Request Process: To purchase Credits, Agency must send an email to transit@lyft.com, which contains 1) the number of Codes requested, 2) the price attributable to each Code (if applicable), and 3) any additional Code parameters (collectively, the “Credit Request”). Agency represents and warrants that the person submitting Code Requests has the requisite express, actual authority to purchase Codes on behalf of Agency. Upon Lyft’s receipt of a Credit Request (i) Lyft agrees to sell, transfer and/or deliver the Codes to Agency within five (5) business days, and (ii) Agency agrees to pay for any usage of the Codes, subject to the terms and conditions herein. Agency can request a refund for Codes by emailing transit@lyft.com at least seven (7) days prior to the intended cancellation date. Cancellations take approximately three (3) business days to process. Notwithstanding the foregoing, if Agency’s Codes have been redeemed at any point prior to the successful processing of the cancellation request, Lyft will not be able to fulfill Agency’s cancellation request or edit the Code in any way.</p> <p>Use of Codes: In order to use the Code, users approved on behalf of Agency (“Riders”) who seek transportation services to certain destinations (“Ride(s)”) must (a) download and install the Lyft mobile application (“Lyft App”) on a compatible mobile device; (b) create and maintain an active Lyft account, including agreeing to Lyft’s Terms of Service (https://www.lyft.com/terms), as may be updated from time to time; (c) successfully redeem the Code in the Rider’s Lyft App; (d) takes a Ride provided by independent third-party person(s) authorized to provide driving services on the Lyft App (“Driver(s)”) via the Lyft App which qualifies for Code redemption under this Order Form; and (e) successfully apply the Lyft credit at the end of the ride. <u>For a Ride taken by a Rider that exceeds the amount of the Lyft Code available, Lyft will charge the Rider’s personal payment method on file.</u></p>	
<p>9. Payment Terms</p>	<p>Lyft Codes</p>	<p>Lyft will provide Codes as follows: Value per Code: valid for 60 rides per month. Each Ride that meets all the restrictions of the program shall have the Agency Rider pay the first \$2.25 of the Ride cost, and the County pay the remaining Ride cost up to \$35 per Ride; any additional Ride cost beyond \$37.25 shall be the responsibility of the Rider.</p>
	<p>Budget</p>	<p>It is the intention of the Parties that Agency not to exceed \$387,937 during the Term (the “Budget”).</p>
	<p>Invoice and Payment</p>	<p><u>Lyft Codes</u> – Offline Invoice Invoices shall be submitted via email to invsubp@miamidade.gov and include the following Current/Valid Purchase Order Number, Company Name and/or DBA (doing business as name) must be clearly stated, Correct Remittance Address, Invoice Number, Invoice Date, Monthly Amount for service, Correct “Bill To” Information and name of the department for whom services were rendered or goods delivered/provided (i.e. the ship- to- address). Payment is due within thirty (30) days from the invoice date. Lyft will invoice or charge Agency for the full dollar amount of actual Codes redeemed by Agency or its Riders for the preceding month, in addition to a 2.25% platform fee in accordance with the Agreement.</p>
<p>10. Reporting</p>	<p>Reports: Along with the invoice, Lyft will provide Agency with a report which, in addition to other information, may include: (a) the number of Codes redeemed; and (b) the cost per Ride for which a Code was redeemed (“Report”).</p>	
<p>11. Limitations on Liability</p>	<p>TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR EITHER PARTY’S BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR</p>	

	<p>DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE AGGREGATE AMOUNT OF ANY AND ALL LIABILITY OF ONE PARTY TO THE OTHER FOR ANY CLAIM(S) ARISING FROM OR RELATING TO THE AGREEMENT, SHALL BE LIMITED TO DIRECT PROVABLE DAMAGES AND SHALL NOT EXCEED, IN ANY EVENT, TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000). THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO OUTSTANDING AMOUNTS OWED BY AGENCY FOR FEES INCURRED BY RIDERS, NOR SHALL IT LIMIT THE SCOPE OF LYFT'S COMMERCIAL AUTOMOBILE LIABILITY POLICY.</p>
<p>12. Insurance</p>	<p>During the term of this Agreement, Lyft shall maintain in force during the term, at Lyft's own expense, at least the following insurance coverages:</p> <p>Workers' Compensation Insurance in accordance with state statutory laws, including Employers' Liability with minimum limits of \$1,000,000 for each accident.</p> <p>Commercial General Liability Insurance with limits of \$1,000,000 per occurrence, \$2,000,000 in the aggregate for bodily injury and property damage. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, product and completed operations, personal and advertising injury and contractual liability. Agency will be listed as an additional insured via blanket endorsement with respect to this coverage.</p> <p>Commercial Automobile Liability Insurance with limits of \$1,000,000 for each accident for third party bodily injury and property damage, including Uninsured/Underinsured motorist coverage with limits in accordance with local regulations. This policy shall not apply to rides originating in New York City where Drivers are professionally licensed and carry insurance in amounts mandated by the Taxi and Limousine Commission ("TLC").</p> <p>All policies maintained shall be written as primary policies, not contributing with and not supplemental to coverage Agency may carry and will contain a waiver of subrogation against Agency and its insurance carrier(s) with respect to all obligations assumed by Lyft under this Agreement. The fact that Lyft has obtained the insurance required hereunder shall in no manner lessen or otherwise affect Lyft's other obligations or liabilities set forth in this Agreement.</p> <p>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:</p> <ul style="list-style-type: none"> ○ 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 A.M. 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.
<p>13. Additional Conditions</p>	<p>The parties acknowledge and agree that Lyft is not responsible for satisfying Agency's obligations under 42 U.S.C. § 12143, and that Agency has separately contracted with one or more third parties to provide the required WAV components of Agency's program. Agency represents and warrants that it will not use the Lyft Platform or Service in any manner that violates industry standards, and applicable regulations, policies, or guidance, published by the FTA (Federal Transit Administration) at https://www.transit.dot.gov/shared-mobility or https://www.transit.dot.gov/. Prior to any Rides taken under this Agreement, Agency represents and warrants that Agency will notify its Riders that such Riders' personal information may be subject to applicable public disclosure laws and subsequently be made public following requests for such information.</p> <p>Agency is subject to Chapter 119 Florida Public Records Law. Agency will make its best efforts to notify Lyft of any public records pursuant request prior to disclosure of records. For avoidance of doubt all Rider Personally Identifiable Information ("PII") will be redacted from any disclosure request to the extent allowable by law.</p> <p>Independent Private Sector Inspector General (IG) Requirements. 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</p>

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.

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.

County User Access Program (UAP). 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.

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.

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.

Assignment. Contractor may not assign this Agreement without the express written consent of the County.

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.

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Entire Agreement. 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.

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Signed by authorized representatives of the parties as of the dates written below:

LYF DocuSigned by:
 By: Mark Roberts
38C87365A603421...
 Printed Name: Mark Roberts
 Title: Head of Business Strategy
 Date: 9/17/2021

AGENCY
 By: _____
 Printed Name: _____
 Title: _____
 Date: _____

County Attorney Form Approval : _____
 Date : _____