

**DOWNTOWN ORLANDO COMMUNITY REDEVELOPMENT AGENCY
AGREEMENT FOR ON-DEMAND TRANSPORTATION SERVICES**

This Agreement for On-Demand Transportation Services (hereinafter “Agreement”) is made by and between **CIRCUIT TRANSIT INC.**, (“**Contractor**”) a Florida corporation organized and existing under the laws of the State of Florida having its principal office at 501 East Las Olas, Suite 300, Fort Lauderdale, FL 33301, including its Affiliates (collectively, the “**Contractor**” or “**Company**”) and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO** (the “**Client**” or “**CRA**”) a community redevelopment agency of the City of Orlando organized and existing under Part III, Chapter 163, Florida Statutes, having its principal office Orlando, Florida , (hereinafter the “**CRA**”) (collectively the “**Parties**”).

WHEREAS, the CRA was created as a public body corporate and politic and agency of the City of Orlando (“**City**”) for the purpose of, among others, carrying out the community redevelopment purposes of Ch. 163, Part III, Florida Statutes; and

WHEREAS, the City Council initially adopted a community redevelopment plan for the Downtown Orlando Community Redevelopment Area (“**Downtown Area**”) on July 12, 1982, which has most recently been amended on July 17, 2023, pursuant to resolution of City Council (“**Plan**”); and

WHEREAS, the Plan includes a specific goal of expanding transit options available to residents and visitors to access Downtown; and

WHEREAS, under the CRA’s policy and procedure, codified as section 1240.1 of the City’s policies and procedures manual, the Chief Procurement Officer has been authorized by the CRA to serve as the CRA’s principal procurement agent; and

WHEREAS, the CRA is in need of on-demand transportation (“**Services**”); and

WHEREAS, Contractor entered into an agreement with the City of Hollywood in response to Request to Proposal No. RFP-045-23-SK, effective July 1, to provide on-demand transportation services for a term of one (1) year, with the option to renew for three (3) one-year periods; and

WHEREAS, the CRA desires to obtain similar services from Contractor to those being provided under RFP-045-23-SK; and

WHEREAS, the Procurement Code of the City of Orlando and CRA policy and procedure 1240.1 allow for the CRA to utilize the service of a vendor selected by another entity to provide similar services to those that may be required by the CRA; and

WHEREAS, Contractor agrees to extend the current pricing and certain terms and conditions provided under RFP-045-23-SK to the CRA, as specifically set forth in this Agreement; and

WHEREAS, the Services are required for a proper public purpose and is in the interest of the public; and

WHEREAS, the provision of the Services will further the goals of the Plan.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties acknowledge, the Parties agree as follows:

- 1) **Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.
- 2) **Description of the Services.** Contractor will provide transportation services in accordance with the Scope of Work as set forth in Exhibit A hereto (collectively, the “**Services**”) to the satisfaction of the Client in the areas denoted on Exhibit C hereto.

Contractor will provide all necessary labor, supervision, training, vehicles, equipment, materials, supplies, and incidentals necessary to effectively furnish the Services under this Agreement in a lawful, professional and workmanlike manner. Contractor will be responsible for all employee screening, selection, licensing and training to ensure the hiring of, and performance by, qualified and trained drivers and employees well-suited to carry out the Services. All drivers will be properly licensed to operate the vehicles in providing the Services. Contractor will ensure that all vehicles utilized in providing the Services are operated and maintained in good, clean, safe and lawful operating condition in accordance with state and local laws.

- 3) **Term.** The Contractor shall perform the Services for twelve (12) months (“Initial Term”), with option to renew for two (2), one-year terms (“Renewal Term”). Services shall start within thirty (30) days of the effective date of this Agreement. The service start date may be extended by mutual agreement of the Parties.
- 4) **Compensation.** The CRA shall pay the Contractor (hereinafter, “Compensation”) for the performance of the Services for the Initial Term of this Agreement, the unit costs per hour for service hours provided in accordance with the Vehicle Cost per Hour of Operation chart contained on the Pricing Schedule attached as Exhibit B, which is hereby incorporated as if fully set forth herein. The Contractor shall invoice, and the CRA shall pay the Contractor, for the Cost of Vehicle Wraps as set forth on Exhibit B with the first invoice. Notwithstanding the preceding, the Compensation paid to Contractor shall not exceed \$595,712.50 per contract year without the prior written consent of the CRA. For any Renewal Term(s), the CRA shall pay the Contractor Compensation at the rate set forth in the Vehicle Cost per Hour of Operation chart contained on the Pricing Schedule attached as Exhibit B, with an annual adjustment and increase of three percent (3%) per annum over the prior year. The Compensation is all inclusive for the services provided and shall include the cost of the vehicles, vehicle wraps, including the artwork installation and removal of the wraps, W-2 Drivers, management fees, driver training, insurance, vehicle maintenance, cell phones, hosting services for the mobile application and related usage fees, web fees, and basic marketing materials. Contractor shall be responsible for all costs related to the operation and maintaining the vehicles, including cost of installation of the vehicle charging equipment and the costs for electrical service required

for vehicle charging. The CRA shall not be responsible for the payment of any additional fees not otherwise stated herein, unless the parties enter into a written amendment to this Agreement which is approved by both parties.

- 5) Method of Payment of Compensation.** Contractor shall submit a monthly detailed invoice to the CRA detailing the services provided including the date and location for which payment is requested, operating expenses, including credit card processing and handling fees, and if applicable, Net Fare Revenue, as defined below, collected including total passenger fare. The CRA shall determine the format of the invoice and the information that must be provided. Payment of Compensation shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., *Florida Statutes*. Any amounts not timely paid by CRA shall bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance or as provided by the Local Government Prompt Payment Act, whichever is less. All Payments shall be in the form of ACH or wire transfer to the Contractor, or as otherwise mutually agreed by the parties. No Payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by the Contractor, either wholly or in part, and no Payment shall be construed to be an acceptance of or to relieve the Contractor of liability for the faulty or incomplete rendition of the Services.

Net Fare Revenue means all gross Ridership Fares that are collected from the passengers for the Services less all costs and expenses, including but not limited to sales taxes or other taxes imposed by law, Circuit administrative expenses, credit card processing fees and other billing related charging by third parties imposing similar processing charges. All costs and expenses shall not exceed 25% of the gross Ridership Fares, Circuit will be responsible for documenting all costs and expenses and related charges associated with the Net Fare Revenue calculations.

At the direction of the Client, Contractor will operate the Services with or without a fee charged. If Client directs Contractor to charge a fee, such fee will not be in an amount less than one dollar per ride.

- 6) Propriety.** Contractor understands that at all times during its performance of Services, Contractor, Contractor's employees and subcontractors shall conduct itself at all times with due regard to public conventions and morals, and shall refrain from making statements or presenting material that contains vulgar, obscene, profane, or otherwise objectionable language that, as determined in the sole discretion of the CRA, material and substantially interferes with the functions and reasonable business operations of the CRA.
- 7) Termination for Convenience.** The CRA reserves the right to terminate this Agreement for any reason and without cause with ninety (90) days written notice. In the event of termination, Contractor shall be entitled to payment for services rendered through the date of termination.
- 8) Termination for Cause; Default.** The CRA reserves the right to terminate this Agreement, in part or in whole, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period not to exceed thirty (30) days within which the Contractor must cure any such failure to perform or default. If the Contractor fails to cure the default

within the time specified and the CRA has not extended the time period to cure in writing, the CRA may then terminate the Agreement by providing written notice to the Contractor. Notwithstanding anything to the contrary in this Agreement, if the CRA determines that termination is necessary to protect public health, safety or welfare, the CRA may terminate the Agreement upon providing such written notice that the CRA deems appropriate under the circumstances, including immediate termination. In the event of immediate termination, the Contractor shall be entitled to payment for seven (7) days of services plus payment for services rendered under this Agreement through the date of the notice of immediate termination.

- 9) **Termination for Bankruptcy.** The CRA shall have the right to terminate this Agreement by providing written notice to the Contractor in the event: i) Contractor enters into receivership or is subject of a voluntary or involuntary bankruptcy proceeding; or ii) a substantial part of the Contractor's property becomes subject to nay levy, seizure, assignment, or sale for or by any creditor or government agency.
- 10) **Waiver.** The CRA and the City of Orlando ("City") shall not be responsible for any property or other damages or personal injury sustained by the Contractor from any cause whatsoever related to the Services whether such damage or injury occurs before, during, or after the actual performance of the Services. The Contractor hereby forever waives, discharges, and releases the CRA and the City, and their agents, and employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by the Contractor.
- 11) **Indemnification.** The Contractor shall indemnify, save, and hold harmless the CRA and the City, and their agents and employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA or the City, or their agents or employees, by reason of any property or other damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment of the Contractor or the performance of this Agreement by Contractor or Contractor's employees, agents, partners, principals, or subcontractors. This paragraph shall not be construed to require Contractor to indemnify the CRA or the City for negligence or intentional acts of the CRA or the City, or their agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.
- 12) **Limitation of liability.** To the extent permitted by law, the CRA's liability for all matters that occur as a result of, arise out of, or are otherwise related to this Agreement, including negligent, grossly negligent, or willful misconduct or omission, shall be limited to the amount of Compensation, less amounts that have already been paid, or the direct out-of-pocket damages actually incurred, whichever is less. Neither Party shall be liable to the other party for special, indirect, incidental or consequential damages. Each Party hereby disclaims such damages to the full extent such may be disclaimed. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA, including those set forth in Section 768.28, Florida Statutes.

- 13) **No Transfer.** The Contractor shall not subcontract, assign, or otherwise transfer this Agreement to any individual, group, agency, government, non-profit or profit corporation, or other entity without prior, written permission from the CRA.
- 14) **Insurance.** The Contractor shall obtain all insurance required by the CRA and provide proof thereof at least 10 days prior to the start of the Services, and include for the following insurance amounts:

Commercial General Liability:	\$1,000,000 per occurrence/\$2 million in the aggregate for bodily injury, personal injury and property damage
Automobile Liability:	\$1,000,000 combined single limit for bodily injury and property damage, including hired owned and non-owned auto coverages
Workers Compensation	In the amounts required under Florida Statutes
Cyber Liability:	\$1,000,000 coverage
Umbrella/Excess Liability insurance	\$5,000,000 coverage

The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Services or this Agreement. Contractor shall not commence services under the terms of this agreement until a Certification of Insurance (“COI”) has been received by the CRA. The CRA and the City are to be included as “Additional Insured” with respect to liability arising out of services performed by the Contractor by or on behalf of the CRA or acts or omissions of the Contractor in connection with providing Services pursuant to this Agreement. The Certificate must include the following as additional insured parties:

Community Redevelopment Agency of the City of Orlando

The City of Orlando, Florida

CERTIFICATES OF INSURANCE WILL (I) BE PROVIDED SATISFACTORY TO THE CLIENT ON THE EFFECTIVE DATE AND NO LATER THAN THIRTY (30) DAYS PRIOR TO THE EXPIRATION THEREOF; (II) STATE THAT ALL SUCH COVERAGES WILL BE PRIMARY AND NON-CONTRIBUTORY TO ANY OTHER INSURANCE (INCLUDING SELF-INSURANCE) AVAILABLE TO THE CLIENT; AND (III) BE PROVIDED WITH A MINIMUM OF THIRTY (30) WRITTEN NOTICE TO THE CLIENT OF CANCELLATION, REDUCTION OF COVERAGE OR NON-RENEWAL OF SAID INSURANCE. CONTRACTOR WILL REQUIRE ANY SUBCONTRACTOR

TO OBTAIN AND MAINTAIN IN FULL FORCE AND EFFECT DURING THE TERM OF THIS AGREEMENT THE REQUIRED INSURANCE HEREUNDER.

- 15) **Tax Forms.** The Contractor's individual members, including the Contractor's agents and employees, shall provide the CRA with completed W-9 forms in order receive Payment. The CRA shall provide the Contractor with an IRS Form 1099 where required under law. The Contractor further acknowledges that the CRA is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for the Services. The Contractor assumes all liability and responsibility for payment of the Contractor's (and the Contractor's individual members) own FICA and Social Security benefits and all taxes resulting from this Agreement.
- 16) **Funding.** This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the CRA. In the event funds to finance this Agreement become unavailable, the CRA may terminate this Agreement upon no less than twenty-four (24) hours' notice to Contractor. The CRA shall be the sole and final authority as to the availability of funds. The CRA shall pay Contractor for goods received or services rendered prior to the date of termination.
- 17) **No Discrimination.** The Contractor shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, familial status, gender identity, gender expression, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.
- 18) **Independent Contractor; No Partnership, Etc.** The Contractor agrees nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship. It is specifically understood that the Contractor is an independent contractor(s) and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance of Services; and that Contractor is an independent contractor and not an employee of the CRA for all purposes including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance Law. The Contractor will exercise its own judgment in matters of safety for itself, those affected by the Services, and attendees of the Event.
- 19) **Promotional Materials.** The Contractor agrees that the CRA and City may photograph and/or record video and audio of the Services, and that such photographs and recordings may be (i) used for the purposes of promotion of the CRA or the City, or undertakings by the CRA or the City; (ii) transmitted live or by recording on local television and radio channels; and (iii) used in materials intended for public display or distribution to the public, including but not limited to print advertisements, billboards, street and light pole banners, websites affiliated with the CRA or the City, and social media affiliated with the CRA or the City. The Contractor waives and assigns to the CRA all copyrights under the Copyright Act of 1976,

17 U.S.C. 101, et seq., and all other rights in recorded, photographed, or transmitted versions of the Services. The CRA and the City shall attribute the Services to the Contractor.

- 20) **No Infringement.** The Contractor represents that in performing the Services under this Agreement, the Contractor will not infringe on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said Contractor or appearance as part of the Services is an infringement on the property right, copyright, patent right, or other rights, the Contractor will indemnify the CRA and the City against any and all loss, damages, costs, attorney fees or other loss whatsoever. The Contractor shall not use the CRA's or the City's logos, or marks without the CRA's or the City's prior written approval.
- 21) **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.
- 22) **Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.
- 23) **Agreement Deemed to be Drafted Jointly.** This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.
- 24) **Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Orange County, Florida, for all purposes, to which the parties expressly agree and submit. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.

- 25) **Severability.** If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties. To that end, this Agreement is declared severable.
- 26) **Force Majeure.** Neither party shall be deemed to be in breach of this Agreement if either party is prevented from performing any obligations required of it by reason of boycotts, shortages of materials, labor disputes, embargoes, acts of God, epidemic, pandemic, acts of public enemy, acts of superior governmental authority, floods, riots, foreign or civil wars, rebellion, terrorism, sabotage by third parties, or any other similar circumstances for which it is not reasonably responsible and which are not within its control. Each party take all reasonable steps to prevent, reduce, mitigate, and remedy the effects of the Force Majeure event as soon as possible if within its control. The CRA shall not be obligated to pay Contractor Compensation under this Agreement to the extent that a Force Majeure prevents or delays Contract from performing Services.
- 27) **Voluntary Waiver of Provisions.** The failure of either Party to enforce any of its rights hereunder or at law will not be deemed a waiver or a continuing waiver or any of its rights or remedies against the other Party, unless such failure or waiver is expressly set forth and acknowledged in writing. The CRA may, in its sole and absolute discretion, waive any requirement of the Contractor contained in this Agreement. The Contractor may waive any requirements of the CRA contained in this Agreement.
- 28) **Contractor-owned records.** Except as provided in Chapter 119, *Florida Statutes*, all records created and compiled by Contractor in completing the Services are owned by Contractor and include, but are not limited to, written reports, studies, drawings, blueprints, photographs, negatives of photographs, computer printouts, graphs, charts, plans, contract documents, specifications, all ridership data, information generated on the Contractor's proprietary mobile applications and all other similarly recorded data. With respect to data, information, and reporting that Contractor provides or makes available to CRA or the public directly or through its application, Contractor hereby grants CRA and City a perpetual, worldwide, royalty free and non-exclusive license to use, distribute, reproduce in part or in whole, and publicly display anonymized such data, information, and reports. **Public Records.** The CRA is a public agency subject to Chapter 119, *Florida Statutes*. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
- a. Keep and maintain public records required by the CRA to perform the Services described in this Agreement.
 - b. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the CRA.

- d. Upon completion of the Agreement, transfer, at no cost, to the CRA all public records in possession of the Contractor or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

The Contractor also understands that CRA may disclose any document in connection with performance of the Services or this Agreement, so long as the document is not exempt or confidential and exempt from public records requirements.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT C/O DEPUTY CITY CLERK, RECORDS@ORLANDO.GOV, TELEPHONE NUMBER (407) 246-3538, 400 s. ORANGE AVE., ORLANDO, FL 32801.

29) Agent. If this Agreement is signed by the Contractor's agent, the agent warrants that he/she is duly authorized to act on behalf of the Contractor, that he/she is authorized to enter into this Agreement, and that the agent and Contractor are jointly and severally liable for any breach of this Agreement.

30) Notice and Contact. The parties shall use the contact information below for coordinating delivery of the Services. Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice:

Contact Person for the Contractor Circuit Transit Inc (hereinafter "Contractor's Representative").
Jason Bagley
501 East Las Olas
Suite 300
Fort Lauderdale, FL 33301

With a copy to:

Circuit Transit Inc.
P.O. Box 2173
Amagansett, NY 11930
Attention : James Mirras

Contact Person for the CRA (hereinafter "Program Coordinator"):
Name: Justin Eason, Nighttime Economy Manager

Address: 400 South Orange Avenue, 6th Floor
Orlando, FL 32801
Email Address: justin.eason@downtownorlando.com.
Telephone Number: (407) – 246-4353

With a copy to:

David Billingsley, CPSM, C.P.M.
Chief Procurement Officer
City of Orlando
City Hall, 4th Floor
400 South Orange Avenue
Orlando, Florida, 32801

The Project Manager and Circuit's Representative will be the parties respective principal points of contact regarding operational matters relating to this Agreement, will provide all general direction to the other party regarding performance. The City of Orlando's Chief Procurement Officer or his designed shall have the authority to take any and all actions on behalf of the CRA related to this Agreement, including but not limited to the sending and receiving of any and all notices.

- 31) **Audit.** The CRA shall be entitled to audit the books and records of Contractor or any subcontractor to the extent that such books and records relate to the performance of the Agreement or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the Agreement for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the CRA. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.
- 32) **Compliance with Laws.** In the performance of the Services under this Agreement, the Contractor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Orange County, City of Orlando, and Downtown Orlando CRA ordinances and regulations, including applicable ethics and procurement requirements.


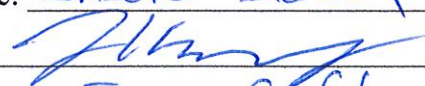
- 33) Effective Date and Termination.** This Agreement will become effective at the date and time that the last party signs this Agreement (“Effective Date”). Unless earlier terminated pursuant to this Agreement, this Agreement will automatically terminate after the performance of the Services and final Payment by the CRA. Nothing in this paragraph shall be construed so as to affect the CRA’s right to cancel or postpone the Services pursuant to this Agreement.
- 34) Modification.** This Agreement will not be modified or amended except by the express written agreement of the Parties, signed by a duly authorized representative for each Party. Any other attempt to modify or amend this Agreement will be null and void and may not be relied upon by either Party.
- 35) Survival.** The provisions of this Agreement regarding promotional rights, infringement, indemnity, waiver, limitation of liability, insurance, agents, and cancellation shall survive the expiration or termination of this Agreement and remain in full force and effect.
- 36) Electronic Signatures.** The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.
- 37) Non-Scrutinized Company.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and is not engaged in a boycott of Israel. In addition, if this Contract is for a contract for goods or services of one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and is not engaged in business operations in Cuba or Syria. Contractor shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate the Contract if Contractor is found to have submitted a false certification pursuant to this sub-section, is placed on any of these lists by the State of Florida, or engages in business operations in Cuba or Syria.
- 38) Agreement Non-Exclusive.** Contractor shall be free to contract for similar services to be performed for other entities or persons while under contract with the CRA. The provision of services provided for herein is non-exclusive. The CRA in its sole and absolute discretion may retain additional entities or persons to perform the same or similar work.
- 39) E-Verify.** Contractor warrants for itself and its subcontractors that Contractor and all subcontractors are in compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the CRA is a public agency that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement, including but not limited to the requirement that Contractor, and any subcontractors, must register with and use the E-Verify system to verify the work authorization status of all new employees. Notwithstanding any other provisions in this Agreement, if the CRA has a good faith belief that Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CRA shall terminate the Agreement. If

the CRA that has a good faith belief that a subcontractor knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CRA shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the CRA as a result of the termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

- 40) **Conflict of Interest.** Contractor represents that it has no interest and will not acquire any interest, direct or indirect, that would conflict with the performance of the services to be rendered under this Agreement. Contractor certifies that no officer or employee of the CRA, nor their spouse or child, serves as an officer, partner, director, or proprietor of, nor has a material interest in Contractor.

- 41) **Piggyback Clause.** It is understood and agreed by Contractor and the Client that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this Agreement. It is also understood and agreed that each local entity will establish its own contract with Contractor, be invoiced therefrom and make its own payments to Contractor in accordance with the terms of the contract established between the new governmental entity and Contractor. It is also hereby mutually understood and agreed that the Client is not a legally bound party to any contractual agreement made between Contractor and any local entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

By:  Date: 5/3/24
Authorized Representative for Contractor
Print Name: JASON BAGLEY
Witness:  Date: 5/3/24
Witness Name: Juan C Chavez

By: _____ Date: _____
Authorized Representative for CRA
Print Name: _____
Witness: _____ Date: _____
Witness Name: _____

Acknowledgement Form

State of Florida)

)ss.:

County of Broward)

On the 3 day of May in the year 2024, before me, the undersigned notary public, personally appeared Jason Bergley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Samuel Joseph Grant Notary Public



SAMUEL JOSEPH GRANT
Notary Public
State of Florida
Comm# HH509257
Expires 8/27/2026

EXHIBIT A—SCOPE OF WORK

Circuit will provide fare-based on-demand, non-fixed route shuttle services using all-electric vehicles within a geo-fenced coverage area as shown below in Exhibit C (the "Services"). The Services will serve visitors, residents, and workers by providing a convenient, efficient mobility option to circulate throughout the City of Orlando's Downtown Community Redevelopment Area.

The Services shall:

- Operate vehicles that meet the Federal Motor Vehicle Safety Standards and Regulations.
- Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers.
- Feature a mobile application downloadable at no charge from both the Apple Store and Google Play Store which will have the ability to charge a fee for service via a secured credit card payment system.
- Feature a mobile application where the user will be able to locate his or her position and contact the next approaching vehicle with approximate wait times.
- Have available methods for users to call and request assistance during operating hours including text and voice communications with the assigned driver after requesting a ride and providing Rider Support in app and on the Circuit website.
- To the extent applicable, Circuit will comply with Chapter 55 of the City Code of Ordinances, including the City's Vehicle for Hire requirements if applicable.
- Include a fixed route component if requested by Client.

1. Mobile Application

- a. Circuit to provide a mobile application which allows riders to request pick up and drop off from locations solely within the coverage area shown on Exhibit C.
- b. At no cost to the Client, maintain updates to the application and be compatible to smart phones and other mobile devices.
- c. Provide ability to charge a fee per rider and issue discounts via promo-codes.
- d. Provide users with approximate time until pick up.
- e. Allow users to rate drivers and provide feedback.
- f. Feature a Google Maps based map (or equivalent) that identifies the boundaries of each Service Area.
- g. After a ride request has been accepted by a driver, depict the real-time location of vehicles on a map of the appropriate Services Area.
- h. Ability to track party and usage data.

2. Marketing and Branding

- a. Client will develop and implement a branding strategy. Client will provide vehicle wrap design files on Circuit provided templates for vehicle branding.
- b. Client will develop and implement a marketing program to promote awareness of the program.

3. Vehicles and Infrastructure

- a. Circuit to procure, store, license, operate and maintain vehicles and related infrastructure including charging stations used in the service in accordance with applicable laws and regulations with the following requirements.
 - i) Fleet Size. Circuit will acquire and operate at its own expense no fewer than four (4) GEM vehicles (includes one (1) ADA accessible GEM on standby), and one (1) EV Sedan as part of this Services, or such other vehicle mix approved in writing by Client in advance of operation of such revised vehicle mix. Circuit to maintain and operate vehicles to satisfy the minimum levels of service and ADA accessibility requirements.
- b. Specifications. All vehicles will:
 - i) Comply with all applicable laws and regulations.
 - ii) Be fully electric.
 - iii) Meet all safety standards established by applicable law or regulation.
 - iv) Feature luggage carrying capacity.
- c. Branding. The branding strategy will be applied to all vehicles as follows:
 - i) At all times during the operation of any vehicles pursuant to this Contract, Circuit will wrap the vehicles with Client provided branding design at no cost to the Client.
- d. Licensing. Circuit to obtain and maintain proper licensing and registration of all vehicles at all times.
- e. Charging. Circuit will ensure charging stations are available to adequately service all vehicles in the fleet to satisfy the levels of service required by this Contract.
- f. Storing. Circuit will be responsible for parking, storing and securing the vehicles during times of non-operation.
- g. Maintenance and replacement. At Circuit's sole cost, Circuit to maintain the interior and exterior of all vehicles in good working order, in accordance with all applicable laws and regulations. Vehicles to be free of graffiti, vandalism, defacement and other damage to the satisfaction of the Client. Circuit will replace any vehicle at its sole cost when the vehicle cannot be maintained in good working order, in accordance with applicable laws and regulations or it is no longer able to be maintained in accordance with the requirements of this Contract. Circuit to use its best efforts to restore non-operational vehicles to operation within ten (10) business days from the date of any incident requiring the vehicle to be removed from operation. Circuit to provide verbal and written notice to the Client of any delay in restoring a non-operational vehicle that extends beyond ten (10) business days from the date of malfunction.

4. Staffing

- a. General. Circuit to provide sufficient staffing to maintain levels of service required by this Contract. All persons who provide services pursuant to this Contract will be employees, contractors or consultants hired by the Circuit. Circuit is solely responsible for all staffing decisions made pursuant to this Contract.
- b. Drivers. Drivers will be employees of Circuit and fully licensed. Circuit to obtain complete background checks on all drivers, including driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. Circuit will not hire any convicted felon or any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. Circuit will not

- hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. Circuit to review each driver's driving and criminal records at least annually.
- c. Uniforms. Circuit will provide Circuit-branded shirts for all drivers at no additional cost to the Client.
 - d. Circuit, as well as its subcontractors (first tier only), shall pay all of their employees providing services pursuant to a contract with the Client, a living wage for the time spent providing services to the Client. (This provision does not include general administrative personnel unless they are assigned exclusively to a Client project.) "Living wage" means compensation for employment of not less than \$15.00 per hour for straight time, exclusive of FICA, unemployment taxes, and workers compensation insurance and employee benefits.
5. Attaining and Maintaining Levels of Services (LOS)
- a. General. Circuit to provide an LOS that meets customer demands at all times of Services operations.
 - b. Services Level review. Circuit and Client to meet at least annually to review LOS and determine if any adjustments are necessary. Any agreed upon adjustments will be made in writing.
6. Trip Sharing -- Unless requested or approved by Client in writing, trip sharing shall not be utilized in the provision of the Services.
7. Operational Requirements
- a. Circuit and all its employees, officers, managers, staff, subcontractors and subconsultants will comply with all applicable local, state and federal laws and regulations while performing work pursuant to this Contract including but not limited to all laws and regulations regarding the safe operation of vehicles. Circuit will prohibit drivers from texting or using smartphones, or other mobile device, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. Parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device or similar technology to provide service provided by this Contract in accordance with all laws governing such devices; and (ii) drivers may use smartphones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.
 - b. Circuit must obtain all permits and approvals required in the ordinary course of business for the safe and legal operation of the Services, including without limitation, permits or approvals from the Florida Transportation Authority and the City of Orlando Vehicle For-Hire program. Circuit is responsible for obtaining any permits and approvals required by the State of Florida for operation of the Services.
 - c. Circuit to require all persons using the Services to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles.
 - d. Circuit and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
 - e. Circuit is permitted to establish reasonable restrictions on the provision of services to non-service animals.

8. Operating Hours
 - a. Circuit to provide the Services for 10 hours per day, seven days (7) days per week (“Hours of Operation”). The initial hours of operation will 10:00 am to 8:00 pm.
 - b. The maximum number of hours per week per vehicle is seventy (70) .
 - c. Hours of Operation and the number of hours vehicles are in operation may be adjusted as requested by the Client.
 - d. Services will not be provided on New Year’s Day, Thanksgiving Day and Christmas Day.

9. Levels of Services Reporting
 - a. Circuit to provide the Client with monthly, quarterly and annual level of service and operations/financial reports. Upon request, Circuit will provide the Client with weekly level of service reports.
 - b. Data Reports to include:
 - i) Total Ridership
 - ii) Pooled ride % (if implemented in the future)
 - iii) Missed Rides
 - iv) Average wait time from request through the mobile app until arrival by assigned driver on a daily, weekly and monthly basis.
 - v) Average trip duration on a daily, weekly and monthly basis.
 - vi) Pick-up and drop off location for each trip.
 - c. Quarterly Reports
 - d. Annual Reports

10. Operational/Financial Report within thirty (30) days after each quarter and year, as applicable, Circuit to submit to Client Operational/Financial Reports containing the following information:
 - a. Annual budget
 - b. Annual and quarterly financial information include revenue generated, expenses and capital resources.

11. Advertisement Sales – Client prefers Downtown Orlando branding only at this time. Circuit shall not sell or place advertisements on or in the vehicles. Client will have full authority over any decision to allow advertising and content beyond Downtown Orlando branding for future advertisement sales

12. Ridership Fares
 - a. Circuit shall collect ridership fares for the services.
 - b. Circuit shall credit the Client’s monthly invoice for each passenger ride with 100% of the Net Fare Revenue, defined below, that is generated and collected from ridership fares.
 - c. Net Fare Revenue means all gross ridership revenue that is collected from the passengers for the services less all costs and expenses of collecting and processing the revenue, including but not limited to sales taxes or other taxes imposed by law, credit card processing fees and other billing-related charging by third parties imposing similar processing charges. Circuit will be responsible for documenting all costs and expenses and related charges associated with the Net Fare Revenue calculations.
 - d. Drivers may not require tips, but may accept tips that are voluntarily offered.

EXHIBIT B – PRICING ALLOCATION

Total Not to Exceed Cost for Services: \$ 592,212.50
Total Cost for Vehicle Wraps: \$3,500.00

TOTAL Not to Exceed: **\$595,712.50**

Services Cost include: Vehicles, W-2 Drivers, Management, Training, Insurance, Maintenance, Phones, App Hosting and Usage, Web Fees, and Basic Marketing Materials.

Vehicles Wraps include Artwork printing, installation and removal.

Circuit will provide: Parking, Charging Access and Capability, Vehicle Storage and any other related improvements as necessary.

Payment Notes:

1. Circuit shall credit the Client’s monthly invoice for each passenger ride with 100% of the Net Fare Revenue, that is generated and collected from ridership fares.
2. Monthly charges will be based upon actual hours of service operation. Client shall not be charged a higher vehicle cost per hour should a decrease in hours of service operation be caused by the unavailability of a vehicle due to no fault of Client.

Vehicle Cost to CRA per Hour of Operation Chart (for both Sedans and Gems)

Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	\$41.61
46-50	\$38.58
51-55	\$36.59
56-60	\$34.97
61-65	\$33.61
66-70	\$32.45
71-75	\$31.46
76-80	\$30.60
81-85	\$29.84
86-90	\$29.18
91-95	\$28.58
96+	\$28.05

EXHIBIT C – MAP

The coverage area is subject to change upon the request of the Client.

