



**AGREEMENT
FOR CONTRACT SERVICES FOR
CITY OF CORONADO**

CIRCUIT TRANSIT INC

CONTRACT NO. 24-CD-SS-1205

THIS AGREEMENT FOR CONTRACT SERVICES ("AGREEMENT") is made and entered by and between the CITY OF CORONADO, a California municipal corporation, hereinafter referred to as "CITY," and Circuit Transit Services Inc., a Florida Corporation authorized to do business in California, hereinafter referred to as "CONTRACTOR."

RECITALS

The CITY requires the services of an outside independent contractor, with required licensure to provide all labor, equipment and supervision required to provide transit services for the City's eco-friendly, on-demand electric shuttle service for first/last mile connections throughout the City. These required services are described in detail in ATTACHMENT A: Scope of Services.

This AGREEMENT is let in accordance with Coronado Municipal Code 8.04.07 A., 2 and Public Contract Code 3400 (1) C. City Council authorized the award of this AGREEMENT on September 5, 2023, and authorized Tina Friend, City Manager, to execute the form of this AGREEMENT.

CONTRACTOR warrants and represents itself as possessing the necessary experience, skills and qualifications to provide the services required by CITY and to ensure that all work is performed in a professional manner and the final product is of a high quality.

CONTRACTOR warrants and represents that it has the necessary staff to deliver the services within the time frame herein specified and is fully qualified to perform those services within the specified time frame in accordance with the highest standards of CONTRACTOR'S profession.

The City Manager shall serve as CITY'S "Contract Officer" for this AGREEMENT and has the authority to direct the CONTRACTOR, approve actions, request changes, and approve additional services. Any obligation of the CITY shall be the responsibility of the Contract Officer.

The Active Transportation Planner, Community Development Department, shall serve as CITY'S "Project Coordinator" for this AGREEMENT.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CITY and CONTRACTOR (individually "Party" and collectively "Parties") agree as follows:

1.0 TERMS OF AGREEMENT

1.1 This AGREEMENT shall be effective on and from the day, month and year of the execution of this document by the Parties. This AGREEMENT shall be in effect for a term of six (6) months, during which time the CONTRACTOR shall commence the Scope of Services within twelve weeks of contract execution in accordance with the schedule identified herein. The CITY shall have the option to extend the AGREEMENT, if agreed to by the CONTRACTOR.

1.2 The CITY shall pay the CONTRACTOR for the services provided under this AGREEMENT in an amount not to exceed \$601,696 in accordance with the rate methodology identified herein. It is understood and agreed that the actual amount of work requested by the CITY may be less than \$601,696 that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement.

1.3 CONTRACTOR shall commence work under this AGREEMENT within the time period specified in Section 1.1. The Scope of Services shall be performed pursuant to the Schedule identified in Attachment C for a six-month period beginning from the date of commencement (the "CONTRACT TIME") specified in the Notice to Proceed, as may be modified pursuant to the AGREEMENT. Time is of the essence in the performance of all obligations under this AGREEMENT, and all timing requirements shall be strictly adhered to unless otherwise modified in writing by the CITY. Failure to meet the schedule contained in this AGREEMENT is a default by the CONTRACTOR.

1.4 CONTRACTOR shall, without additional compensation, correct or revise any services performed pursuant to this AGREEMENT that do not meet the specifications and/or professional standards required of the CONTRACTOR.

2.0 SCOPE OF SERVICES (ATTACHMENT A)

2.1 CONTRACTOR shall provide CITY with the services and documents described in ATTACHMENT A, which is attached hereto and incorporated herein by this reference as though fully set forth at length and is hereinafter referred to as the "SERVICES."

2.2 The general manner in which the CONTRACTOR shall render the SERVICES is set forth in ATTACHMENT A. While CITY is, in general, concerned with the manner in

which the SERVICES are rendered, under this AGREEMENT, as represented by CONTRACTOR, it is not concerned with, nor shall it direct, the specific means and methods of operations on the part of CONTRACTOR in the performance of its SERVICES under this AGREEMENT. CONTRACTOR shall provide all labor, materials, equipment, tools and services required by and shall perform all work described in this AGREEMENT.

3.0 FEE SCHEDULE/GENERAL INFORMATION (ATTACHMENTS B)

3.1 CONTRACTOR is hired to render the SERVICES and any payments made to CONTRACTOR are compensation, fully, for such services.

3.2 Payment to CONTRACTOR to render the SERVICES is set forth in ATTACHMENT B, which is attached hereto and incorporated herein by this reference as though fully set forth at length.

3.3 CONTRACTOR shall comply with all applicable Federal, State and local laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by CONTRACTOR or any subcontractor hereunder.

4.0 CHANGES TO SCOPE OF WORK

CONTRACTOR shall not perform work in excess of the SERVICES without the prior written approval of the Contract Officer. All requests for extra work shall be by written change order submitted to the Contract Officer prior to the commencement of such work.

5.0 SUBCONTRACTING Subcontracting is prohibited under this AGREEMENT.

6.0 ENTIRE AGREEMENT

6.1 This AGREEMENT and the incorporated attachments set forth the entire understanding of the Parties with respect to the subject matters herein. If there are any inconsistencies between the incorporated attachments and this AGREEMENT, the terms of this AGREEMENT control. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the Parties, their officers, officials, agents, representatives, contractors, subcontractors or employees shall be valid unless agreed to in writing by both Parties.

7.0 TERMINATION OF AGREEMENT

7.1 In the event of CONTRACTOR'S failure to prosecute, deliver, or perform the services and sufficient cause exists, the CITY may notify the CONTRACTOR by certified mail of its intent to terminate this agreement. The CONTRACTOR will have ten (10) calendar days after receiving written notice from the CITY to cure the problem and specify the nature of the cause. If Consultant fails to satisfactorily cure the problems The CITY may immediately cancel and/or terminate this Agreement and every right of the

CONTRACTOR and any person claiming any right by or through the Consultant under this Agreement. The City Manager of CITY shall make a determination of the percentage of work that CONTRACTOR performed that is usable and of worth to CITY. Based upon that finding, CITY shall determine any final payment due to CONTRACTOR.

7.2 This AGREEMENT may be terminated by the CITY for convenience, without cause, upon the giving of thirty (30) days written notice to the CONTRACTOR. The CONTRACTOR shall be entitled to just and equitable compensation for any satisfactory work completed. The CONTRACT OFFICER and CONTRACTOR shall endeavor to agree upon a percentage complete of the contracted work if fees are fixed, or an agreed dollar sum based on services performed if hourly, and terms of payment for services and reimbursable expenses. CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this AGREEMENT except as set forth herein. Either party may terminate this Agreement for convenience if mutually agreed upon by the parties.

8.0 LIQUIDATED DAMAGES/FORCE MAJEURE [Reserved]

9.0 COVENANT AGAINST CONTINGENT FEES

9.1 CONTRACTOR represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this AGREEMENT, and that CONTRACTOR has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this representation and warranty, CITY shall have the right to terminate this AGREEMENT without liability or, at CITY'S sole discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

10.0 STATUS OF CONTRACTOR

10.1 CONTRACTOR shall perform the SERVICES in a manner of CONTRACTOR'S own choice, as an independent CONTRACTOR and in pursuit of CONTRACTOR'S independent calling, and not as an employee of CITY. CONTRACTOR shall be under control of CITY only as to the result to be accomplished and the personnel assigned to the project. However, CONTRACTOR shall confer with CITY prior to implementing any changes proposed to the SERVICES. Neither CONTRACTOR nor CONTRACTOR'S employees shall be entitled in any manner to any employment benefits, including but not limited to, employer paid payroll taxes, Social Security, retirement benefits, health benefits, or any other benefits, as a result of this AGREEMENT. It is the intent of the Parties that neither CONTRACTOR nor its employees are to be considered employees of CITY, whether "common law" or otherwise, and CONTRACTOR shall indemnify, defend and hold CITY harmless from any such obligations on the part of its officers, employees, representatives and agents.

11.0 ASSIGNMENT OF CONTRACT

11.1 This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated or sub-contracted, without the express written consent of the CITY.

12.0 INDEMNITY – HOLD HARMLESS

12.1 To the fullest extent permitted by law, CONTRACTOR agrees that CITY and its elected and appointed boards, officials, officers, agents, employees, representatives and volunteers (individually and collectively, "CITY Indemnitees") shall have no liability to CONTRACTOR or any other person for, and CONTRACTOR shall indemnify, defend and hold harmless CITY Indemnitees from and against, any and all liabilities, claims, demands, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements, (collectively "Claims") that arise out of, pertain to, or relate to this AGREEMENT or any act or omission of CONTRACTOR or its officers, directors, representatives, employees, agents or subcontractors (collectively "CONTRACTOR'S PERSONNEL") in connection with this AGREEMENT, including, but not limited to, performance of or failure to perform the SERVICES.

12.2 CONTRACTOR's obligation herein does not extend to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected and appointed boards, officials, officers, agents, employees, representatives or volunteers.

12.3 CONTRACTOR shall provide a defense (with counsel acceptable to CITY) to the CITY's Indemnitees, or at the CITY's sole option, reimburse the CITY's Indemnitees for all costs, attorneys' fees, expenses and liabilities (including judgment or portion thereof) incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the CITY pursuant to this AGREEMENT.

12.4 PERS Eligibility Indemnification. In the event that any of CONTRACTOR's PERSONNEL is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend (with counsel acceptable to CITY), and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of CONTRACTOR's PERSONNEL as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR's PERSONNEL providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in

PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

12.5 Limitation of CITY Liability. The payment made to CONTRACTOR pursuant to this contract shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's PERSONNEL are entitled for performance of any work under this contract. Neither CONTRACTOR nor CONTRACTOR's PERSONNEL are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the CITY. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

12.6 Indemnification for Employee Payments. CONTRACTOR agrees to defend (with counsel acceptable to CITY), and indemnify and hold harmless the CITY for and against any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of CONTRACTOR or CONTRACTOR's PERSONNEL for work done under this AGREEMENT.

12.7 The provisions of this Section 12 shall not be limited by any provision of insurance coverage that the CONTRACTOR may have in effect, or may be required to obtain and maintain, during the term of this AGREEMENT. The provisions of this Section 12 shall survive expiration or termination of this AGREEMENT.

12.8 City shall timely notify the CONTRACTOR of the receipt of any third-party claim, relating to the AGREEMENT, and the City shall be entitled to recover its reasonable costs incurred in providing the notification.

12.6 Responsibility for Equipment. [Reserved]

13.0 INSURANCE

13.1 CONTRACTOR shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the SERVICES and the results of that work by CONTRACTOR'S PERSONNEL. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than "A" and "VII" unless otherwise approved in writing by the CITY's Risk Manager.

13.2 CONTRACTOR shall obtain, and during the term of this AGREEMENT shall maintain, policies of general liability, automobile liability, contractual liability and property damage insurance from an insurance company or companies authorized to be in business in the State of California, in an insurable amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate or the limits specified below, whichever are greater. The insurance policies shall provide that

the policies shall remain in full force during the full term of this AGREEMENT and shall not be canceled, terminated, or allowed to expire or not be renewed without thirty (30) days prior written notice to CITY from the insurance company, and shall contain a blanket waiver of subrogation. Statements that the carrier “will endeavor” and “failure to mail such notice shall impose no obligation or liability upon the company, its agents or representatives,” will not be acceptable on insurance certificates. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

13.3 Types and Amounts Required. CONTRACTOR shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

13.3.1 Commercial General Liability (CGL). CONTRACTOR shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad as CG 00 01 which shall cover liability arising from any and all personal injury or property damage, including ongoing and completed operations, in the amount no less than \$2,000,000.00 per occurrence and subject to an annual aggregate of \$4,000,000.00. If limits apply separately to this project (CG 25 03 or 25 04) the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If CONTRACTOR maintains higher limits than the limits shown above, the CITY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the CONTRACTOR's primary policy.

13.3.2 Commercial Automobile Liability. CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT's automobiles, including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of no less than \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

13.3.3 Cyber Liability Insurance. CONSULTANT shall maintain Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by us in this AGREEMENT and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

13.3.3 Workers Compensation. CONTRACTOR shall maintain Workers Compensation insurance for all of CONTRACTOR's PERSONNEL who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONTRACTOR shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

13.4 The CITY and its officers, officials, employees, agents, representatives and volunteers shall be named as additional insureds on the required liability policies with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001), which shall be submitted to the CITY.

13.5 All policies shall contain a provision stating that the CONTRACTOR'S policies are primary insurance and that insurance (including self-retention) of the CITY or any named insured shall not be called upon to contribute to any loss, as reflected in an endorsement at least as broad as CG 20 01 04 13, which shall be submitted to the CITY. This provision shall apply regardless of any language of the policy maintained by the CONTRACTOR during the term of this AGREEMENT.

13.6 Before CONTRACTOR shall employ any person or persons in the performance of the AGREEMENT, CONTRACTOR shall procure a policy of Workers' Compensation Insurance as required by the Labor Code of the State of California or shall obtain a certificate of self-insurance from the Department of Industrial Relations.

13.7 Prior to commencement of work under this AGREEMENT, CONTRACTOR shall furnish to the Contract Officer proof of the insurance required in this section. Failure by the Contract Officer to object to the contents of the certificate and/or policy endorsement or the absence of same shall not be deemed a waiver of any and all rights held by the CITY. Failure on the part of CONTRACTOR to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the CITY may exercise any rights it has in law or equity including, but not limited to, terminating this AGREEMENT pursuant to Paragraph 7.1 above.

13.8 The CITY reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon economic conditions, recommendation of professional insurance advisors, changes in statutory law, court decisions or other relevant factors. The CONTRACTOR agrees to make any reasonable request for the deletion, revision, or modification of particular insurance policy terms, conditions, limitations, or exclusions (except where those policy provisions are established by law, or are established by regulations that are binding upon

either party to the contract, or are binding upon the underwriter to the contract). Upon request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages and shall pay the cost thereof.

13.9 Any deductibles or self-insured retentions are the responsibility of CONTRACTOR and must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

13.10 CONTRACTOR hereby grants to CITY a waiver of any right to subrogation that any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

14.0 DISPUTES

14.1 If a dispute should arise regarding the performance of this AGREEMENT, the following procedures shall be used to address the dispute:

- a. If the dispute is not resolved informally, then, within ten (10) working days thereafter, the CONSULTANT shall prepare a written position statement containing the party's full position and a recommended method of resolution and shall deliver the position statement to the CONTRACT OFFICER.
- b. Within twenty (20) working days of receipt of the position statement, the CONTRACT OFFICER shall prepare a response statement containing the CITY's full position and a recommended method of resolution and shall deliver the response statement to the CONSULTANT.
- c. After the exchange of statements, if the dispute is not resolved within twenty (20) working days, the CONTRACTOR and the CONTRACT OFFICER shall deliver the statements to the City Manager who shall make a determination within ten working (10) days.

14.2 If the dispute remains unresolved for ten (10) working days following the City Manager's determination, and the parties have exhausted the procedures of this section, the parties may then seek resolution by mediation or such other remedies available to them by law or in equity.

15.0 NOTICES

15.1 Any notices to be given under this AGREEMENT, or otherwise, shall be served by certified mail.

15.2 For the purposes hereof, unless otherwise provided in writing by the Parties hereto, the address of the Parties and the proper person to receive any notice on each Party's behalf is:

For CITY:

City of Coronado
Community Development
1825 Strand Way
Coronado, CA 92118
Attn.: Richard Grunow
Tel. No. (619) 522-7320

For CONTRACTOR:

James Mirras
Circuit Transit Inc,
501 E Las Olas Blvd, Suite 300
Ft. Lauderdale, FL 33301
Telephone No. (646) 504-3733

15.4 CONTRACTOR represents and warrants that its employer's identification number is 824586300.

16.0 CONTRACTOR'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

16.1 CONTRACTOR certifies that CONTRACTOR is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants before they perform any SERVICES under this AGREEMENT.

17.0 GENERAL PROVISIONS

17.1 **Accounting Records.** CONTRACTOR shall keep records of the direct reimbursable expenses pertaining to the SERVICES and the records of all accounts between the CONTRACTOR and any subcontractors. CONTRACTOR shall keep such records on a generally recognized accounting basis. These records shall be made available to the Contract Officer, or the Contract Officer's authorized representative, at mutually convenient times, for a period of three (3) years from the completion of the SERVICES.

17.2 **Contract Officer.** The City Manager shall serve as the CITY's "Contract Officer" for this AGREEMENT and has the authority to direct the CONTRACTOR, approve actions, request changes, and approve additional services within her/his authority. Any obligation of the CITY shall be the responsibility of the Contract Officer. Excepting the provisions pertaining to dispute resolution, no other person shall have any authority under this AGREEMENT unless specifically delegated in writing.

17.3 Governing Law. This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this AGREEMENT shall be held exclusively in a state court in the County of San Diego. CONTRACTOR hereby irrevocably consents to service outside the State of California and to the personal jurisdiction of and exclusive venue in the state and federal courts in the County of San Diego, California and waives any objection to such jurisdiction or venue. CONTRACTOR hereby waives the right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure Section 394.

17.4 Business Certificate. CONTRACTOR and its subcontractors, if any, are required to obtain and maintain a City Business Certificate during the duration of this AGREEMENT.

17.5 Compliance with Law. The CONTRACTOR shall be responsible for complying and ensuring its subcontractors comply with all local, state, and federal laws, rules, regulations, orders, policies, protocols and guidance, whether or not said laws are expressly stated or referred to herein, including, but not limited to complying with COVID-19 sanitation protocols, health orders and guidance.

17.6 Bonds. [Reserved]

17.7 Responsibility for Others. CONTRACTOR shall be responsible to the CITY for its services and the services of its subcontractors. CONTRACTOR shall not be responsible for the acts or omissions of other parties engaged by the CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

17.8. Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision that is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

17.9. Conflicts between Terms. If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Attachments, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT and shall cooperate in good faith to resolve the same.

17.10 Non-Discrimination. CONTRACTOR shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

17.7 Rights Cumulative. All rights, options, and remedies of the CITY contained in this AGREEMENT shall be construed and held to be cumulative, and no one of the same shall be exclusive of any other, and the CITY shall have the right to pursue any one of all of such remedies or any other remedy or relief that may be provided by law or in equity, whether or not stated in this AGREEMENT.

17.8 Waiver. No waiver by either Party of a breach by the other Party of any of the terms, covenants, or conditions of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of either Party hereunder shall be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver.

17.9 Third Parties. No provision contained in the AGREEMENT shall create or give to third parties any claim or right of action against the CITY or CONTRACTOR or their respective officers, directors, officials, employees, representatives, contractors, subcontractors or agents.

17.10 Survival. The provisions of the AGREEMENT that by their nature survive termination or final completion of the AGREEMENT, including all warranties, indemnities, payment obligations, and the CITY's right to audit CONTRACTOR's books and records, shall remain in full force and effect after final completion or any termination of the AGREEMENT.

17.11 Severability. In the event that any part of this AGREEMENT is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either Party will be excused from performance of such portion or portions of this AGREEMENT as shall be found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

17.12 Exhibits Incorporated. All Attachments/Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

17.13 Periodic Reporting Requirements. The CONTRACTOR shall provide a written status report of the progress of the work on a monthly basis that shall accompany the CONTRACTOR's payment invoice. The status report shall, at a minimum, report the work accomplished to date; describe any milestones accomplished; show and discuss the results on any testing or exploratory work; provide an update to the approved schedule (as set forth in ATTACHMENT C), and if not in accordance with the original schedule, describe how the CONTRACTOR intends to get back on the original schedule; describe any problems or recommendations to increase the scope of the work; and provide any other information that may be requested by the CITY. The report is to be of a form and quality appropriate for submission to the City Council.

[SIGNATURES CONTINUED ON NEXT PAGE]

18. SIGNATURES

18.1 Each signatory and Party hereto hereby warrants and represents to the other Party that it has legal authority and capacity and direction from its principal to enter into this AGREEMENT, and that all resolutions or other actions have been taken so as to enable it to enter into this AGREEMENT.

CITY:

By: _____
 Tina Friend
 City Manager

Date: _____

CONTRACTOR:

By: _____
 Alex Esposito, Co-Founder

Date: _____

By: _____
 James Mirras, Co-Founder

Date: _____

APPROVED AS TO CONTENT:

 Richard Grunow, Director Date

APPROVAL AS TO FORM:

 Johanna N. Canlas, City Attorney Date

ATTEST:

 Kelsea Holian, City Clerk Date

I. REQUIRED CERTIFICATES:

1. CORPORATION CERTIFICATE
2. CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

II. ATTACHMENTS

1. SCOPE OF SERVICES (**ATTACHMENT A**)
2. FEE SCHEDULE/GENERAL INFORMATION (**ATTACHMENT B**)
3. SCHEDULE (**ATTACHMENT C**)

CORPORATION CERTIFICATE

I, _____, certify
that:

1. I am the Secretary of the Corporation named as CONTRACTOR in the foregoing AGREEMENT;
2. _____ who signed said
AGREEMENT on behalf of CONTRACTOR, was then
_____ of
said Corporation; and
3. Said AGREEMENT was duly signed for and in behalf of said Corporation by authority
of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENT OF EXECUTION MUST
BE ATTACHED TO THIS FORM.

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Section 3700 of the California Labor Code provides in part as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

A. By being insured against liability to pay compensation to one or more insurers duly authorized to write compensation insurance in this state.

B. By securing from the Director of Industrial Relations a certificate of consent to self-insure ... which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his other employees...."

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of any of the work of the foregoing AGREEMENT.

Contractor Name: Circuit Transit Inc.

Signature: _____

Name: James Mirras

Title: Co-Founder

Contractor Address: 501 East Las Olas Suite 300

Fort Lauderdale, FL 33301

NOTE: In accordance with Article 5, commencing at Section 1860, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this AGREEMENT.

ATTACHMENT A
CIRCUIT TRANSIT PILOT PROGRAM

Contract No. 24-CD-SS-1205

SCOPE OF SERVICES

CONTRACTOR shall provide the CITY with the following professional services for the PROJECT (collectively, the “SERVICES”):

1. Service Coverage

CONTRACTOR shall operate and manage an on-demand, door-to-door rideshare service, referred to provide convenient and accessible transportation options for residents and visitors within the defined service area as illustrated in Figure 1. Vehicles may not enter Naval Air Station Coronado or other Navy owned property (except Navy Housing as shown on Figure 2) without prior written authorization from the U.S. Navy and the City.

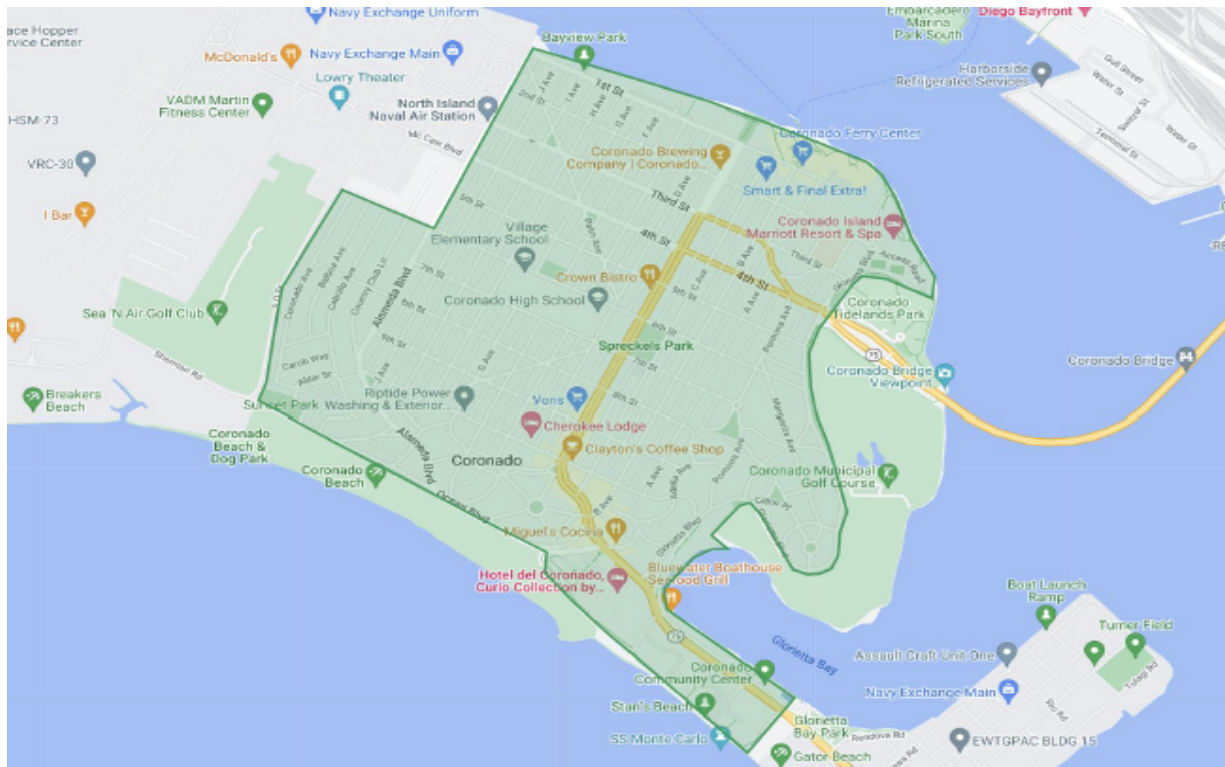


Figure 1. Service area of The Village

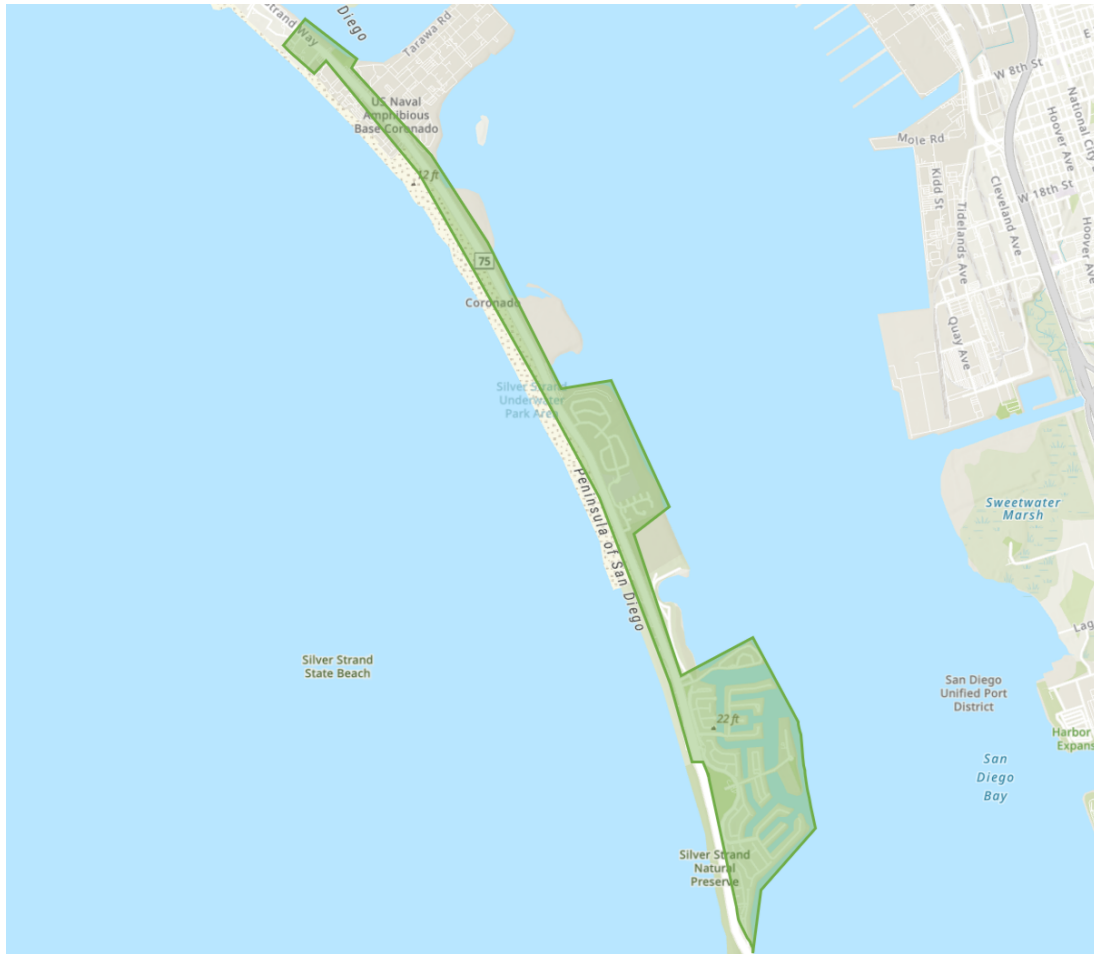


Figure 2. Service area of The Cays, Navy Housing and Loews Hotel

2. Fleet and Operations

CONTRACTOR shall maintain and deploy a fleet of 5 standard GEMs, 1 ADA GEM, and 2 electric passenger vans. These vehicles shall be equipped with GPS tracking and real-time communication systems to ensure efficient routing, safety, and passenger convenience. CONTRACTOR shall provide training to all drivers. All drivers and passengers shall wear seatbelts and follow all standard safety precautions when vehicles are in transit.

Minimum Vehicle Requirements:

- Comply with all applicable laws and regulations;
- Be fully electric;
- Comply with ADA accessibility requirements;
- Meet all safety standards established by any applicable law or regulation, including but not limited to the National Highway Traffic Safety Administration and the State of California; and

- Feature carrying capacity for oversized items such as suitcases, grocery bags, luggage, and/or surfboards.

Storage and Staging of Vehicles:

- Prior to initiation of service, CONTRACTOR shall submit a plan to store and charge vehicles on private property at the CONTRACTORS expense. Vehicles cannot be stored on public property or in the public rights-of-way.
- shall not be staged between rides in the downtown business district and beach area. Vehicles may be staged elsewhere in the City between rides but may be parked in public parking spaces for no more than 15 minutes.
- Vehicles shall not be left unattended for more than 15 minutes and shall be locked and/or secured against unauthorized use when unoccupied and overnight.

3. Service Hours

CONTRACTOR shall operate the rideshare service as shown in the Schedule of Services in Attachment C based on demand patterns and shall be communicated to the public through various channels, including Contractor's official website and mobile application.

4. Fare Structure and Payment

CONTRACTOR shall establish a no fare structure for the rideshare service through a mobile application and phone accessibility to ensure that individuals with disabilities or impairments can effectively and comfortably use this service. The City reserves the right to add a passenger fare at a future date, but within the term of this contract.

5. Accessibility and Inclusivity

CONTRACTOR shall prioritize accessibility for all residents, including individuals with disabilities. This includes providing Americans with Disabilities Act approved wheelchair-accessible vehicles, ensuring compliance with accessibility standards, and offering assistance services as needed.

6. Marketing and Promotion

6.1 CONTRACTOR shall actively promote the rideshare service through marketing campaigns, community outreach, and partnerships with local businesses and organizations. Marketing efforts shall aim to increase awareness and ridership while fostering positive community engagement.

6.2 **Marketing and Branding.** CONTRACTOR shall utilize branding and marketing materials provided by the City for promotion of the shuttle service on Contractor website and materials City shall retain the right to review specific marketing and/or advertising materials prior to use and shall also retain the right to demand changes to any marketing materials or withdrawal of any advertising materials.

6.3 No City Endorsement. Other than listing the City as a client, any advertisements, social media, promotions, or other marketing referring to the City as a user of a product or service will require prior written approval of the City. Use of the City Seal or City logos is prohibited.

7. Reporting and Accountability

CONTRACTOR shall provide monthly reports to the City, for the following:

- Ridership data for all rides provided during the reporting period. Ridership data shall include the following information:
- Average driver rating based on 100 customer surveys.
- Copies of all ride receipts and customer surveys.
- Service performance updates on the following key service performance indicators:

Key Performance Indicators		
Indicator	Metric	Unit of Measurement
Operations and Ridership	Rides	Number of individual trips (per vehicle and total), monthly, weekly, daily, hourly
	Passengers	Number of passengers monthly, weekly, daily, hourly
	Unique Ridership	Number of unique riders
	Disabled Ridership	Number of disabled riders
	Miles Driven	Miles (per vehicle and total)
	Trips per Rider	Number
	Trip Pickup and Drop Off	Location points, heatmap, and number of passengers per location
On Time Performance	Customer Wait Time	Minutes
	Customer Ride Time	Minutes
	Total Journey (wait time plus ride time)	Minutes
Vehicle Utilization	Number of Shared Rides	Percentage
	Cost Per Passenger	U. S. Dollars
Customer Satisfaction	Average Satisfaction Star Rating	Survey Rating
	Safety Perception	Survey Rating

	Improved Access	Survey
	Canceled Trips	Number of canceled trips
Service Reliability	Disruptions	Number of delays and/or breakdowns
Greenhouse Gas Reduction	GHG Reduction Estimate	MT of CO2E

7.1 Periodic Reviews and Customer Surveys

CONTRACTOR shall collaborate with the City in conducting periodic reviews and assessments of the service's effectiveness and make necessary adjustments to enhance its quality and efficiency.

CONTRACTOR shall also collaborate with the City to prepare a customer survey, including question selection, target sample size, and timing.

7.2 Service Level Adjustments. CONTRACTOR shall coordinate with the City to monitor revenue service and implement service level adjustments, accordingly. The CONTRACTOR and the City will work in good faith to develop a service level plan that addresses service demand and is operationally sustainable. It is anticipated that The CONTRACTOR and City will evaluate service levels regularly and may adjust service levels several times throughout this Contract term. The CONTRACTOR shall not make any modifications to the established service levels unless otherwise agreed to upon by both parties in writing.

7.3 Data Sharing. CONTRACTOR shall provide the City with an application programming interface (API) that allows the City to track and monitor service levels in real-time and provide anonymized trip information in a downloadable format. The Contractor shall provide the City trip data and access to Tableau software, or equivalent. If such API and access to Tableau software or equivalent are not available at the start of the contract term, the Contractor shall provide the City raw ridership data as Microsoft Excel (xlsx or csv) files within 10 days of the following month. The Contractor shall anonymize and aggregate data, where needed, to prohibit sharing of personally identifiable information (PII).

7.4 Professionalism. CONTRACTOR performance shall present a professional image and a high standard of quality and technical competence at all times. Total responsibility for this is placed upon CONTRACTOR.

II. PERFORMANCE SPECIFICATIONS

A. GENERAL SPECIFICATIONS:

These specifications are intended to cover all labor, equipment, and supervision to provide all materials and supervision required to operate and manage an on-demand, door-to-door rideshare service, that provide convenient and accessible transportation options for residents and visitors within the city limits. The service shall encompass the entire city, including Coronado Village, Coronado Cays, and Silver Strand Navy Housing, with an emphasis on first and last mile connectivity to existing public transportation, residential neighborhoods, and popular destinations.

B. CONTRACTOR SHALL:

1. Within thirty (30) working days after the effective date of the AGREEMENT, prepare and submit a schedule to the Project Coordinator, showing specific day/date/time of work in conformance with Attachment C. Schedule is subject to preapproval by the Project Coordinator.
2. Notify the Project Coordinator prior to the scheduled day/date/time of changes for an alternate start date. Failure to meet schedule shall be deemed grounds for non-payment and/or contract termination.
3. Within ninety (90) days, from the date of contract execution, CONTRACTOR shall commence with services identified herein.

III. GENERAL REQUIREMENTS:

A. CONTRACTOR SHALL:

1. CONTRACTOR shall possess and maintain a current City of Coronado business certificate, professional license, as applicable.
2. Provide and maintain a telephone answering system that provides for contact during normal business hours, (8:00 a.m. to 5:00 p.m.) Monday through Friday.
3. Respond to calls within four (4) hours.
4. Provide the direct contact information for the local Operations Manager or equivalent that manages the Coronado Circuit fleet.
5. Abide by all applicable laws.

IN ADDITION TO THE SPECIFICATIONS, THE FOLLOWING SHALL APPLY:

IV. TERMS AND CONDITIONS:

1. **Default:** In case of default by the CONTRACTOR, the CITY may procure the service from other sources and may deduct costs from the unpaid balance due the CONTRACTOR. The prices paid by the CITY shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available at law or in equity.
2. **Change of Ownership:** CONTRACTOR agrees that if there is a change in ownership prior to completion of this AGREEMENT, the new owners will be required under terms of sale to assume this AGREEMENT and complete it to the satisfaction of the CITY. The CITY reserves the right to approve a change in ownership.
3. **CONTRACTOR Work Hours and Safety Standards:** The CONTRACTOR shall ensure compliance with all safety and hourly requirements for employees, in accordance with Federal, State, and local safety and health regulations and laws. Equipment operation will be in compliance with the CITY's noise ordinance.
4. **Material Safety Data Sheets:** CONTRACTOR is required to provide Material Safety Data Sheet (MSDS) for any hazardous substances used as required by the California State Labor Code, Sections 6382 and 6390, and the Health and Safety Code of the California Administrative Code. MSDS sheets for each item shall be sent to:

Capital Projects Manager
Public Services & Engineering Department
City of Coronado
1825 Strand Way
Coronado, California 92118
5. **Patent/Copyright Materials:** Unless otherwise expressly provided in this AGREEMENT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this AGREEMENT.
6. **Declared Emergency Purchasing:** In the event of an emergency or where the CITY is declared a disaster area by the County, State or Federal Government, this AGREEMENT may be subjected to unusual usage. CONTRACTOR shall service the CITY during an emergency or declared disaster under the same terms and conditions that apply during non-disaster

circumstances. The pricing quoted within shall apply to servicing the CITY'S needs regardless of the circumstances.

7. **Terms and Conditions:** The only terms and conditions that will be applicable to the interpretation of this AGREEMENT are those issued by the Contract Officer. The CONTRACTOR acknowledges that CONTRACTOR has read and agrees to all terms and conditions.

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ATTACHMENT B

CIRCUIT TRANSIT PILOT PROGRAM

Contract No. 24-CD-SS-1205

PAYMENT FOR SERVICES

A. PAYMENT FOR SERVICES: Payments to CONTRACTOR for the DESCRIBED SERVICES shall be made in the form of monthly payments due for the work performed each month. Payment due each month shall be assessed in the sole and unfettered discretion of the CONTRACT OFFICER or his/her designee. All invoices submitted by CONTRACTOR shall show an hourly reconciliation of time spent on providing service and data to substantiate utilization and invoice amount. The original invoice shall be provided for any subcontracted services. Normal processing time for payments is four (4) weeks.

A.1 Payment: Payments shall be net 30 days after receipt of an undisputed invoice subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with CONTRACTOR. Payment shall only be made for work authorized by this AGREEMENT.

B. INVOICING: Contractor shall submit invoices to the CITY on a monthly basis and no sooner than the first day of the service month being invoiced. Invoices shall be subject to the routine processing requirements of the CITY's Administrative Services Department. Invoices shall contain supporting documentation for operating expenses and revenue collected including total passenger revenue, as applicable

CONTRACTOR shall mail an invoice to the following address:

Administrative Coordinator
Community Development
City of Coronado
1825 Strand Way
Coronado, California 92118

For performance of services each month, the CITY shall make monthly payments to CONTRACTOR that may be adjusted based on key performance indicators and service utilization. The cost of services is directly linked to the number of vehicles added or removed by the CITY. Service level adjustments will be made in accordance with the jointly developed service level plan, subject to regular evaluations throughout the contract term. CONTRACTOR may not modify established service levels without approval from the CITY. CONTRACTOR shall not commence Services under this AGREEMENT unless the CITY have issued a Notice to Proceed to the CONTRACTOR.

B. SERVICE PERIOD**ESTIMATED FEES**

1.	Month 1	\$100,282.67
2.	Month 2	\$100,282.67
3.	Month 3	\$100,282.67
4.	Month 4	\$100,282.67
5.	Month 5	\$100,282.67
6.	Month 6	\$100,282.67

C. TOTAL ADJUSTABLE FEE:**\$601,696.00**

The actual amount of work requested by the CITY may be less than the estimated amount of \$601,696 and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement.

D. OPTIONAL SERVICES

At the discretion of the CONTRACT OFFICER the City may opt in for utilization of CONTRACTOR's call center service, which allows booking of rides via a telephone call rather than the app based platform, provided at a cost to the CITY of no more than \$2,268 per month.

E. REIMBURSABLE SERVICES – None.

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ATTACHMENT C

CIRCUIT TRANSIT PILOT PROGRAM

Contract No. 24-CD-SS-1205

SCHEDULE OF SERVICES

CONTRACTOR agrees to diligently pursue the work described. The following schedule contractually obligates the CONTRACTOR to perform all services to meet the time duration for each Phase of work shown:

The Circuit Pilot program will have a total of eight (8) vehicles in the program, out of which one (1) is designated as a Standby ADA GEM vehicle indicating it is equipped to accommodate individuals with disabilities, five are (5) GEM vehicles, and two (2) are electric transit van shuttles to provide service to the Coronado Cays, one of which is ADA-compliant, ensuring accessibility for all passengers.

The program is scheduled to run Sunday through Thursday 9:00AM to 10:00PM and 10:00AM to 11:00PM Friday through Saturday for a total not to exceed five hundred and sixty three (563) hours per week. The duration of the program is six (6) months and the program may be adjusted, including number of vehicles used and daily service hours, based on City direction and service patterns.

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