

RESOLUTION NO. R-CRA-2024-22

A RESOLUTION OF THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE PAYMENT OF FEES TO CIRCUIT TRANSIT INC. TO RENEW THE MICRO TRANSIT SERVICES IN AN ESTIMATED ANNUAL AMOUNT OF \$593,845.42, PROVIDING FOR A TOTAL ESTIMATED ANNUAL COST OF \$1,128,942.00 TO BE SHARED WITH THE CITY OF HOLLYWOOD.

WHEREAS, the City required micro transit/circulator services to provide residents and tourist with alternative transportation to and from West Hollywood, Downtown Hollywood, Hollywood Beach, and the City's parking garages; and

WHEREAS, on June 7, 2023, the City Commission passed and adopted Resolution No. R-2023-161, approving a Blanket Purchase Agreement in the amount up to \$1,128,942.00 with Circuit Transit Inc. ("Circuit") for Citywide micro transit/circulator services for an initial one-year term from July 1, 2023 to June 30, 2024, with three additional one-year optional renewal periods; and

WHEREAS, the Department of Development Services, Engineering, Transportation and Mobility Division desires to issue the first of three one-year renewals to the Blanket Purchase Agreement in the same annual amount of \$1,128,942.00 for a one year renewal for the period from July 1, 2024 to June 30, 2025; and

WHEREAS, the total estimated annual cost of \$1,128,942.00 for the services will be jointly funded by the Community Redevelopment Agency ("CRA") and City as follows:

- Zone 1 Total: \$942,612.00:
  - CRA will contribute 63% of costs from account numbers 163.638504.55200.548060.000000.000.000 and 166.668602.55200.548060.000000.000.000.
  - The City will contribute the remaining 37%, which will be split between Parking Division account number 46.1150.00000.545.003117 and General Fund account number 01.1480.00000.541.003117
  
- Zone 2 and 3 Total: \$186,330.00:
  - City will contribute 100% of the costs, which will be split between Parking Division account number 46.1150.00000.545.003117 and General Fund account number 01.1480.00000.541.003117; and

WHEREAS, the Executive Director of the CRA recommends the CRA Board approve the contribution of funds for micro transit/circulator services within the Downtown CRA and Beach CRA.

RESOLUTION OF THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE PAYMENT OF FEES TO CIRCUIT TRANSIT INC. TO RENEW THE MICRO TRANSIT SERVICES IN AN ESTIMATED ANNUAL AMOUNT OF \$593,845.42.

NOW, THEREFORE, BE IT RESOLVED BY THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY:

Section 1: That the forgoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the payment, by the appropriate CRA officials, of fees to Circuit for circulator services in an estimated amount of \$593,845.42.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 1<sup>ST</sup> day of May, 2024.

ATTEST:

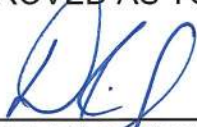
HOLLYWOOD, FLORIDA COMMUNITY  
REDEVELOPMENT AGENCY



\_\_\_\_\_  
PHYLLIS LEWIS, BOARD SECRETARY

  
\_\_\_\_\_  
JOSH LEVY, CHAIR

APPROVED AS TO FORM:



\_\_\_\_\_  
DOUGLAS R. GONZALES  
GENERAL COUNSEL

DM

**PROFESSIONAL SERVICES CONTRACT  
FOR OPERATION OF CITYWIDE MICRO-TRANSIT SERVICES**

THIS CONTRACT is being entered into this 1st day of July, 2023 (the "Effective Date") by and between the City Of Hollywood (hereinafter the "City"), a municipal corporation of the State of Florida and Circuit Transit Inc. (hereinafter the "Company"), a 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, Florida

**SECTION A – Contract Overview**

**A-1 Summary of Contract**

- (a) The subject matter of this Contract is to provide the vehicles, operate and manage a micro-transit service in the Service Area as defined in and Exhibits "A" (Scope of Work) and Exhibit "B" - RFP-045-23-SK- CITYWIDE MICRO-TRANSIT SERVICES, Exhibit "D" (Service Areas), and Exhibit E, which sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. In the event of a conflict, the City's RFP Documents shall prevail unless otherwise stated in this Contract.
- (b) The Contract type is: This is a Non-Exclusive Contract.
- (c) The following documents are hereby incorporated into this Contract:
- (i) Exhibit "A" – Statement of Work
  - (ii) Exhibit "B" - RFP-045-23-SK - Citywide Micro-Transit Services
  - (iii) Exhibit "C" - Company's Proposal
  - (iv) Exhibit "D" - Service Areas
  - (v) Exhibit "E" - Pricing

**A-2 Contract Amount**

The Contract Amount shall not exceed \$1,128,942.00 USD for the performance period.

**A-3 Performance Period**

- (a) The performance period commences from Effective Date and continues for a period of 12 months. This Agreement may be renewed by the parties for three one-year periods upon mutual agreement of the parties and said renewal shall be in writing in accordance with Section D-13 of this Contract.

**SECTION B – Statement of Work**

**B-1 Statement of Work**

- (a) Services will be provided in accordance with the Statement of Work set forth in Exhibits "A" "B", "C", "D" and "E",

**SECTION C – Special Conditions**

**C-1 Project Manager/Company Representative**

- (a) The City designates Mark L. Johnson as the Project Manager for this Contract, who may be contacted at: [mjohnson@hollywoodfl.org](mailto:mjohnson@hollywoodfl.org) or (954) 921-3991 The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Company designates Jason Bagley as the Company Representative for this Contract, who may be contacted at [jason@ridecircuit.com](mailto:jason@ridecircuit.com) The Company will provide written notice to the City should there be a subsequent Company

Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

## C-2 Pricing and Payment

- (a) Payment. Payment to the Company will be made only for the actual Services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section C-4, "Invoices".
- (b) The City will pay the Company in accordance with the pricing set forth in Exhibit "E" – Pricing to this Contract.
- (a) Reimbursable Travel Expenses. There are no reimbursable travel expenses payable under this Contract.

## C-3 Pricing Revisions

Costing adjustments shall be governed by Exhibit "B", Section 1.70 and as set forth below:

- (a) For the term of this Contract, pricing may be revised for the reason(s) set forth below:
- Change in minimum wage
  - Approved decision to add additional cars
  - Approved decision to adjust the number of service hours
  - Approved decision to add, adjust or modify additional services that increases costs for the Company
- (b) Each pricing revision permitted herein must be approved in writing by the Project Manager and, if approved, shall become effective thirty (30) days after notice of the change has been received by the City, or on such earlier or later date as may be agreed upon by the parties. However, any pricing changes will be governed by the City's Purchasing Ordinance and dependent upon the revisions, City Commission approval may be required.
- (c) Any pricing revision permitted pursuant to this section may be delayed or denied if the Company fails to submit a timely request or fails to provide adequate documentation in support thereof.
- (d) Any approved pricing revision is not retroactive, and any invoice pending on the date of approval of the pricing revision shall be paid on the basis of the pricing in effect on the date services were provided.

## C-4 Invoices

- (a) The Company will submit a monthly detailed invoice to the City, in a format to be defined by the Project Manager as negotiated with Company. Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
  - (ii) the purchase order number;
  - (iii) the Contract Item(s) according to Exhibit E – Pricing against which charges are made; and,
  - (iv) performance dates covered by the invoice.
  - (v) service credits offered from advertising dollars received by Company
  - (vi) Net revenue credits received by the Company

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to: [accountspayable@hollywoodfl.org](mailto:accountspayable@hollywoodfl.org) or mail them to:

City of Hollywood  
 Accounts Payable, Room 119  
 P.O. Box 2229045  
 Hollywood, FL 33022-9045

- (b) The Company shall forward a copy of the invoice to the Project Manager, with the following items:

- (i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
- (ii) copy of the applicable Deliverable associated with the invoice

### **C-5 Insurance**

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the insurance coverages as identified in Exhibit "B", Section 3.17:
- (b) The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this contract. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this contract. The City must be provided a signed statement from insurance agency of record that the full policy contains no such exception.

Submit certificates of insurance to:

City of Hollywood  
Department of Development Services  
P.O. Box 2229045  
Hollywood, FL 33022-9045

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section C-5 shall be provided to the City if so requested.

- (c) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.
- (d) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section C-6, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (e) Any subcontractor or sub consultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (f) The Company is encouraged to purchase any additional insurance it deems necessary.
- (g) The Company is required to make its best efforts to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

### **C-6 Warranty – Services**

The Company warrants that the services shall be performed in full conformity with this Contract and Exhibits "A" and "B", with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty. However, if Company fails to perform, City may terminate this Agreement with or without cause consistent with Exhibit "A".

## SECTION D – General Conditions

### D-1 Legal Notice

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:                      Project Manager  
    City of Hollywood  
    2600 Hollywood Blvd., Rm. 308  
    Hollywood, FL 33020

WITH A COPY TO:                      City Attorney  
    City of Hollywood  
    2600 Hollywood Blvd., Rm. 407  
    Hollywood, FL 33020

FOR THE COMPANY:                      James Mirras  
    Circuit Transit Inc.  
    501 East Las Olas  
    Suite 300  
    Fort Lauderdale, FL 33301

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

### D-2 Notice of Delay

- (a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

### D-3 Termination for Convenience

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason) within 120-days notice and as more specifically set forth in Exhibit "B". Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination and shall provide any substantiating documentation requested by the City. In the event of such termination, the

City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

#### **D-4 Event of Default**

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the specifications, (ii) fails to deliver the services within the time specified in this Contract including Exhibit "A" (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within 30 days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract. Events of Default shall also include those items set forth in Exhibit "B" specifically Section 1.63.
- (b) If there occurs an Event of Default, the Company shall be entitled to 10 calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten-day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the 10 day period and is diligently pursued to completion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section D-5, "Termination for Default", below and as set forth in Exhibit "B" Section 1.64.

#### **D-5 Termination for Default**

- (a) If the Event of Default is not remedied as required pursuant to Section D-4, "Event of Default", the City may, by written notice to the Company pursuant to Section D-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement goods that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) Force Majeure. This Contract shall be governed by the Force Majeure provision in Exhibit "B", Section 7.34.
- (d) The City retains the right to terminate for default immediately if the Company fails to maintain the required levels of insurance, fails to comply with applicable local, state, and Federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.

#### **D-6 Limitation of Funding**

Company acknowledges that the obligation of City to pay Company is limited to the availability of funds appropriated in a current fiscal year period, and continuation of Contract into a subsequent fiscal year is subject to the appropriation of funds, unless otherwise authorized by law. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In the event of a decrease or limitation in funding the Company reserves the right to reduce service levels or suspend service as needed.

#### **D-7 Changes – Fixed-Price Goods or Services**

- (a) The City may at any time, , and without notice to the sureties, if any, request changes within the general scope of this Contract in any one or more of the following:
- (i) Description of services to be performed or goods to be provided including types of vehicles and number of vehicles.
  - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (iii) Place of performance of the services.

(iv) Time or place of delivery of goods

- (b) Upon written mutual agreement, Company and the City will determine the appropriate adjustment(s) to the services.
- (c) Any change to the cost of services will be based upon the schedule in Exhibit E: Pricing as determined by types of vehicles, number of vehicles and operating hours.
- (d) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- (e) If the mutually agreed adjustment includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.
- (f) The Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

**D-8 Entire Contract, Section and Paragraph Headings**

- (a) This Contract, including all Exhibits, represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

**D-9 Severability**

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

**D-10 Waiver**

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

**D-11 Modification/Amendment**

This Contract shall 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 Contract shall be null and void and may not be relied upon by either party.

**D-12 Assignment**

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

**D-13 Indemnification**

In addition to the insurance requirements set forth in Section C-5, "Insurance", the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all

claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any intentional, wrongful or negligent act or omission, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City. This provision includes the indemnity requirements set forth in Exhibit "A", Section 1.46. The provisions and obligations under this section shall survive the expiration or earlier termination of this Agreement. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

#### **D-14 Patent Indemnity**

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives. Said Patent Indemnity includes the provisions set forth in Exhibit "B", Section 7.47, Patent and Copyright Indemnification.

#### **D-15 Audit of Records**

- (a) In addition to the Audit requirements set forth below, the parties shall be governed by the Audit requirements set forth in Exhibit "B", Section 7.28, Audit Rights.
- (b) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (c) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Broward County, the Company agrees to deliver them to the City, or to an address designated by the City within Broward County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (d) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

#### **D-16 Confidentiality – City Information**

- (a) The parties acknowledge that this Contract is subject to Chapter 119, Florida Statutes, entitled the "Public Records Act".

- (b) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.
- (c) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (d) The obligations of confidentiality shall survive the termination of this Contract.

#### **D-17 Marketing Restrictions**

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. This restriction does not apply to general marketing of the services to promote and inform the public about the services.

#### **D-18 Taxes/Compliance with Laws**

- (a) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

#### **D-19 Licenses/Registrations**

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Hollywood business license if required.

#### **D-20 Non-Discrimination and Fair Employment Practices**

- (a) **Discrimination:** The City of Hollywood is committed to promoting full and equal business opportunity for all persons doing business in Hollywood. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.
- (b) **Fair Employment Practices:** In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

#### **D-21 Employment of Unauthorized Aliens**

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

#### **D-22 Conforming Services**

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

#### **D-23 Independent Contractor**

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

#### **D-24 Official, Agent and Employees of the City Not Personally Liable**

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

#### **D-25 Public Records**

The City is a public agency as defined by state law and is governed by Chapter 119, Florida Statutes, "Public Records Act". The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential).

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Company shall comply with the public records law. Company shall keep and maintain public records required by the City in the performance of services under this Contract. Upon request from City's custodian of records, Company shall provide City with a copy of any requested public records or to allow the requested public 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. Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract's term and following completion of the Contract if Company does not transfer the public records to City. Upon completion of the Contract, Company shall transfer, at no cost, to City, all public records in its possession or keep and maintain public records required by City to perform the services required under this Contract. If Company transfers all of the public records to City upon completion of the Contract, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the Contract, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the city's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF A PARTY TO THIS CONTRACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT PATRICIA A. CERNY, CITY CLERK CUSTODIAN OF PUBLIC RECORDS AT (954) 921-3211, [PCERNY@HOLLYWOODFL.ORG](mailto:PCERNY@HOLLYWOODFL.ORG), 2600 HOLLYWOOD BLVD., HOLLYWOOD, FLORIDA 33020 AND STEVE STUART DIRECTOR OF PROCUREMENT AT (954) 921-3628 [SSTEWART@HOLLYWOODFL.ORG](mailto:SSTEWART@HOLLYWOODFL.ORG).**

#### **D-26 Use By Other Government Entities**

A governing body or its authorized representative and the State of Florida may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. It is understood and agreed by Company and the City 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 Company, be invoiced therefrom and make its own payments to Company in accordance with the terms of the contract established between the new governmental entity and Company. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

**D-27 Governing Law**

This Contract, including appendices and Exhibits, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence or otherwise), shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

**D-28 Counterpart Signatures**

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

**CITY OF HOLLYWOOD**

**COMPANY**

DocuSigned by:  
  
\_\_\_\_\_  
Name, Title  
Mayor

DocuSigned by:  
  
\_\_\_\_\_  
Name, Title  
CEO  
6/14/2023  
Date

**ATTEST:**

DocuSigned by:  
  
\_\_\_\_\_  
Name, Title  
7/17/2023  
Date



**APPROVED AS TO FORM:**

DocuSigned by:  
  
\_\_\_\_\_  
Name, Title  
City Attorney  
7/17/2023  
Date

## EXHIBIT A – STATEMENT OF WORK

Company to develop, implement and manage a Micro-Transit “On Demand” service (the “Service”) in the areas identified in Exhibit D. The Service will have the ability to be on demand and include smart stops as specified in this Statement of Work. The Service will serve visitors, residents, and workers by providing a convenient, efficient mobility option to circulate throughout downtown Hollywood, the Beach, and portions of West Hollywood.

The Service shall:

- Operate in two micro-transit zones (MTZ-1/MTZ-2), covering approximate 4.6 square miles of coverage area, and provide on-demand service as illustrated in Exhibit D.
- Operate a 6-month on-demand pilot test (MTZ-3), covering approximately 1.97 square miles of coverage area as illustrated in Exhibit D.
- Operate a Pilot Fixed Route service between designated pick-up locations within Hollywood West and designated Beach/Downtown locations using a E-van from MTZ-1 as illustrated in Exhibit D.
- Ability to supplement any part of the service with a fixed route if deemed necessary through data and public needs.
- Hours of operation and headways are to be initially proposed by Company until the level of demand is identified after a few months of operation and data collection.
- Demonstrate the ability to scale up and down the fleet of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve a desired level of service.
- 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 from both the Apple Store and Google Play Store with 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.
- Provide a dedicated phone line so that users can call and request assistance.
- System will be operational within 45 days from Notice to Proceed to include vehicle procurement, financial operating plan, sufficient liability coverage and mobile application.

Service will be adjusted based upon needs identified from six months of data and the availability of funds. Once six months of data is received and analyzed per Data Reporting requirements in Section 1.9, b. the City and Company shall meet and negotiate terms for the year two renewal period. Ridership, service levels, service area, number of vehicles, ad revenue, fare revenue and overall contract performance will be determining factors in determining if service will remain the same or expand based on ridership demand.

### 1.1 Mobile Application

- a. Company to provide a mobile application which allows riders to request pick up and drop off locations.
- b. Ability to allow the user to connect from one micro-transit zone to another (MTZ-2 and MTZ-3 will be combined into a single zone for the purpose of the pilot test)
- c. At no cost to the City, maintain updates to the application and be compatible to smart phones and other mobile devices.
- d. Provide ability to charge a fee per rider and issue discounts via promo-codes.
- e. Provide users with approximate time until pick up.
- f. Allow users to rate drivers and provide feedback.
- g. Feature a Google Maps based map (or equivalent) that identifies the boundaries of each Service Area.
- h. After a ride request has been accepted by a driver, depict the real-time location of vehicles on a map of the appropriate Service Area.
- i. Ability to track party and usage data.

### 1.2 Marketing and Branding

- a. In coordination with the City of Hollywood, the Company will develop and implement a branding strategy. Company will not implement any branding strategy without prior written approval from the City. Any changes to the branding strategy must be approved in writing by the City prior to implementation.
- b. Company to develop and implement a marketing program to promote awareness of the program. The City will have the right to request changes to the marketing program.

- c. The City retains the right to review marketing materials prior to use and request changes or withdrawal of any marketing materials.

### 1.3 Vehicles and Infrastructure

- a. Company 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. Unless the parties agree otherwise, Company will acquire and operate at its own expense no fewer than 8 GEM vehicles (includes one ADA accessible GEM on standby), 2 EV Vans (1 ADA Accessible), and 1 EV Sedan as part of this Service. Company 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 operation of any vehicles pursuant to this Contract, Company may include but is not limited to branding to all wheels, hoods, front panels, coping, roof and rear fenders unless otherwise approved by the City.
  - ii. Company to develop a default vehicle wrap to be used when no paying advertiser has been identified for any vehicle or vehicles for a period of 7 days or longer unless otherwise approved by the City.
  - iii. Exterior and interior advertising will not interfere with the placement or visibility of any branding required by this Contract, unless otherwise approved by the City.
- d. Licensing. Company to obtain and maintain proper licensing and registration of all vehicles at all times.
- e. Charging. The City will make available to the Company, City owned charging stations for vehicles although the City cannot ensure the availability of charging stations to service all vehicles in the fleet to satisfy the levels of service required by this Contract. Company to 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. The City will provide parking and operation space in a City-owned parking facility. Company will be responsible for storing and securing vehicles during times of non-operation.
- g. Maintenance and replacement. At Company's sole cost, Company 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 City. Company 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. Company to use its best efforts to restore non-operational vehicles to operation within 10 business days from the date of any incident requiring the vehicle to be removed from operation. Company to provide verbal and written notice of the City of any delay in restoring a non-operational vehicle that extends beyond ten (10) business days from the date of malfunction. If the city determines that any such delay is due to Company's lack of diligence the City will have the right to pursue any remedy provided for in this Contract or at law or equity.

### 1.4 Staffing

- a. General. Company to provide sufficient staffing to maintain levels of service required by this Contract. All persons provide services pursuant to this Contract will be employees, contractors or consultants hired by the Company. Company is solely responsible for all staffing decisions made pursuant to this Contract.
- b. Drivers. Company 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. Company 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. Company will not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. Company to review each driver's driving and criminal records at least annually.
- c. Company to provide Living Wage and tips.

### 1.5 Attaining and Maintaining Levels of Service (LOS)

- a. General. Company to provide an LOS that meets customer demands at all times of Service operations.

- b. Service Level review. Company and City to meet at least annually to review LOS and determine if any adjustments are necessary. Any agreed upon adjustments will be made in writing.

#### 1.6 Trip Sharing

- a. The Services may permit drivers to transport more than one (1) party but no more than Five (5) parties in GEM vehicles, Three (3) parties in an E-Sedan, and Twelve (12) parties in the E-van, and Eight (8) parties in the ADA E-van simultaneously under the following conditions:
  - i. Each passenger has a separate seatbelt.
  - ii. The total number of passengers, including the driver does not exceed the vehicle's legal capacity.

#### 1.7 Operational Requirements

- a. Company 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. Company to 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 smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.
- b. Company must obtain all permits and approvals required in the ordinary course of business for the safe and legal operation of the Service, including without limitation, permits or approvals from the Florida Transportation Authority. Company is responsible for obtaining any permits and approvals required by the State of Florida for operation of the Service.
- c. Company to require all persons using the Service to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles.
- d. Company 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. Company is permitted to establish reasonable restrictions on the provision of services to non-service animals.

#### 1.8 Operating Hours

- a. Company to provide the Service for 11 hours per day, seven days (7) days per week for MTZ Zone 1
- b. Company to provide the Service for 8 hours per day, seven (7) days per week for MTZ Zone 2
- c. Company to provide the Service for 8 hours per day, seven (7) days per week, for 6 months for MTZ Pilot Zone 3
- d. Company to remove 1 EV-van from service in MTZ-1 to provide Fixed Route Service 2 days per week for a period of 6 months between established pick-up/drop off locations within MTZ 2 & 3 and the Hollywood Historic Downtown and the Beach area.
- e. After the Data Review, hours of operation may be adjusted as mutually agreed upon in writing by the parties.

#### 1.9 Levels of Service Reporting

- a. Company to provide the city with monthly, quarterly and annual level of service and operations/financial reports for each micro-transit zone. Upon request, Company will provide the City with weekly level of service reports for each micro-transit zone.
- b. Data Reports to include:
  - i. Number of parties on a daily, weekly and monthly basis
  - ii. Number of paying customers
  - iii. Gross/Net revenue collected for fare revenue credits
  - iv. Number of vehicles not in operation on a daily, weekly and monthly basis
  - v. Average wait time from request through the mobile app until arrival by assigned driver on a daily, weekly and monthly basis.
  - vi. Average trip duration on a daily, weekly and monthly basis.
  - vii. Pick-up and drop off location for each trip.
  - viii. Average number of passengers per party per trip.
  - ix. Average number of parties per trip.
  - x. Number of passenger complaints received on a daily, weekly and monthly basis.
- c. Quarterly Reports
- d. Annual Reports

- 1.10 Operational/Financial Report within thirty (30) days after each month, quarter and year, as applicable Company to submit to City Operational/Financial Reports containing the following information:
- a. Annual budget
  - b. Annual and monthly financial information include revenue generated (including advertisement sales and miscellaneous revenue), expenses and capital resources.
- 1.11 Advertisement Sales
- a. Company shall sell space on the exterior or interior of the vehicles for the display of commercial advertising. Advertising Revenue in the amount of \$115,100.00 shall be guaranteed annually (Annual Guaranteed Amount). All Advertising Revenue collected by the Company above the Annual Guaranteed Amount will belong to the Company. Company shall credit the City's monthly invoices for each MTZ with a prorated portion of the Annual Guaranteed Amount as shown in Exhibit E (Pricing).
- 1.12 Ridership Fares
- a. Company shall collect ridership fares for the services.
  - b. Company shall credit the City's monthly invoice for each micro-transit zone 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, including but not limited to sales taxes or other taxes imposed by law, Company administrative expenses, credit card processing fees and other billing related charging by third parties imposing similar processing charges. Company will be responsible for documenting all costs and expenses and related charges associated with the Net Fare Revenue calculations.

**EXHIBIT B – RFP-045-23-SK - Citywide Micro-Transit Services**