

**CITY OF CHULA VISTA
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT
WITH CIRCUIT TRANSIT INC.**

TO IMPLEMENT AND PROVIDE SERVICES FOR THE COMMUNITY SHUTTLE PROGRAM

This Agreement is entered into effective as of October 20 ____, 2021 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and **Circuit Transit Inc.**, a Florida Corporation (“Contractor/Service Provider”), (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, the State of California, Air Resources Board (“CARB”), Clean Mobility Options (CMO) Voucher Pilot Program is a statewide initiative that provides voucher-based funding for zero-emission carsharing, carpooling/vanpooling, bike sharing/scooter-sharing, innovative transit services, and ride-on-demand services in California’s historically underserved communities; and

WHEREAS, the City, as the lead applicant, with its collaborative partner, Circuit Transit Inc., applied for CMO funds to create and implement a CV Community Shuttle Pilot program (“Shuttle Program”) to serve senior citizens in Northwest Chula Vista; and

WHEREAS, on June 25, 2021, CMO notified the City of its award of \$997,833 in CMO funds for a five-year grant period to implement the Shuttle Program; and the City will comply with the requirements of the CMO program; will accept the CMO voucher funds; and will allocate the amount of \$997,833, including any Community Resource Contributions, committed to the project in the CMO application and as amended by the Program Administrator and awardee;

WHEREAS, the Shuttle Program will provide all-electric on-demand shuttle services catered to the needs of the local senior community in the Northwest part of Chula Vista; and

WHEREAS, on June 24, 2021, the City of Chula Vista received a commitment for an additional \$1,000,000 Community Resource Contribution (CRC) as supplemental funding from Community Congregational Development Corporation (CCDC) to expand the original project service area for the Shuttle Program and to add an additional sedan to the service; and

WHEREAS, Contractor/Service Provider has 10 years of experience providing neighborhood electric vehicle (NEV) services. Contractor/Service Provider has operated in California since 2013 and in San Diego since 2016. Contractor/Service Provider currently has a contract for NEV services in Downtown San Diego with the City of San Diego; and

WHEREAS, within 100-120 days of City Council approval of the execution of City’s contract with the California Air Resources Board, the Contractor/Service Provider will begin implementing the Shuttle Program; and

WHEREAS the Shuttle Program will be provided at no cost to seniors in the Northwest community twelve (12) hours per day, five (5) days per week; and

WHEREAS, the Shuttle Program expenses will be reimbursed by the State of California, Air Resources Board and CCDC, and will result in no direct costs to the City; and

WHEREAS, Contractor/Service Provider warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor/Service Provider to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor/Service Provider hereby agree as follows:

1. SERVICES

1.1 Required Services. Contractor/Service Provider agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor/Service Provider, from time to time, reduce the Required Services to be performed by the Contractor/Service Provider under this Agreement. Upon doing so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor/Service Provider provide additional services related to the Required Services (“Additional Services”). If so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Contractor/Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor/Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor/Service Provider or its subcontractors.

1.6 Security for Performance. Intentionally Omitted.

1.7 Compliance with Laws. In its performance of the Required Services, Contractor/Service Provider shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Contractor/Service Provider shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Contractor/Service Provider shall submit for City’s information and approval a list of any and all subcontractors to be used by Contractor/Service Provider

in the performance of the Required Services. Contractor/Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Contractor/Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor/Service Provider under this Agreement, Contractor/Service Provider shall ensure that each and every subcontractor carries out the Contractor/Service Provider's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Contractor/Service Provider's commencement of the Required Services on October 20, 2021 ("Enter Date"), and shall terminate when the Parties have complied with all their obligations on October 20, 2025 ("End Date"); provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor/Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor/Service Provider agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor/Service Provider must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor/Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor/Service Provider for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A.

2.4 Retention Policy. Intentionally omitted.

2.5 Reimbursement of Costs. City may reimburse Contractor/Service Provider's out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor/Service Provider shall be responsible for any and all out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Contractor/Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Contractor/Service Provider, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Contractor/Service Provider understands and agrees that payment to the Contractor/Service Provider or reimbursement for any Contractor/Service Provider costs related to the

performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor/Service Provider of the terms of this Agreement. If City determines that Contractor/Service Provider is not entitled to receive any amount of compensation already paid, City will notify Contractor/Service Provider in writing and Contractor/Service Provider shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Contractor/Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Contractor/Service Provider must include all sub-Contractor/Service Providers/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Contractor/Service Providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers, and Community Congregational Development Corporation, its employees, agents, and volunteers, must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City’s Risk Manager. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor/Service Provider’s insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be “Primary.” Contractor/Service Provider’s general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor/Service Provider and in no way relieves Contractor/Service Provider from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days’ prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor/Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Contractor/Service Provider’s insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor/Service Provider waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Contractor/Service Provider shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor/Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words “will endeavor” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The “Retro Date” must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of this Agreement, the Contractor/Service Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Contractor/Service Provider’s obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Contractor/Service Provider maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Contractor/Service Provider shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor/Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor/Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Contractor/Service Provider’s obligations under this Section 4 is Contractor/Service Provider’s obligation to defend, at Contractor/Service Provider’s own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor/Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Contractor/Service Provider’s Obligations Not Limited or Modified. Contractor/Service Provider’s obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor/Service Provider. Furthermore, Contractor/Service Provider’s obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor/Service Provider’s other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor/Service Provider agrees to pay any and all costs City incurs in enforcing Contractor/Service Provider’s obligations under this Section 4.

4.6 Survival. Contractor/Service Provider’s obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONTRACTOR/SERVICE PROVIDER.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and Contractor/Service Providers performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Contractor/Service Provider is required to file a Form 700, Contractor/Service Provider warrants and represents that it has disclosed to City any economic interests held by Contractor/Service Provider, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Contractor/Service Provider warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, to solicit or secure this Agreement. Further, Contractor/Service Provider warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor/Service Provider further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Contractor/Service Provider or Contractor/Service Provider's subcontractors. Contractor/Service Provider further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Contractor/Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor/Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving fifteen (15) days written notice to Contractor/Service Provider. Such notice shall identify the Default and the Agreement termination date. If Contractor/Service Provider notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor/Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Contractor/Service Provider shall immediately share with City any and all "Work Product" (defined in Section 7 below) prepared by Contractor/Service Provider as part of the Required Services. Contractor/Service Provider may be entitled to compensation for work satisfactorily performed prior to Contractor/Service Provider's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor/Service Provider of such termination or suspension at least thirty (30) days prior to the effective date thereof. Upon receipt of such notice, Contractor/Service Provider shall immediately cease all work under the Agreement and promptly share any and all "Work Product" (defined in Section 7 below) with City. Contractor/Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor/Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor/Service Provider shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Contractor/Service Provider agrees that it is subject to personal jurisdiction in California. If Contractor/Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor/Service Provider irrevocably consents to service of process on Contractor/Service Provider by first class mail directed to the individual and address listed under “For Legal Notice,” in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five (5) days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively “Work Product”) shall be jointly owned by the Parties. All Work Product shared with the City will be anonymized. No such Work Product shall be subject to private use, copyrights or patent rights by Contractor/Service Provider in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor/Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor/Service Provider shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Contractor/Service Provider’s unique qualifications and traits. Contractor/Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City’s prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Contractor/Service Provider warrants and represents that they have the authority to execute same on behalf of Contractor/Service Provider and to bind

Contractor/Service Provider to its obligations hereunder without any further action or direction from Contractor/Service Provider or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Contractor/Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-Contractor/Service Providers.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Contractor/Service Provider is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor/Service Provider or any of Contractor/Service Provider's officers, employees, or agents ("Contractor/Service Provider Related Individuals"), except as set forth in this Agreement. No Contractor/Service Provider Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor/Service Provider Related Individuals; instead, Contractor/Service Provider shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor/Service Provider shall not at any time or in any manner represent that it or any of its Contractor/Service Provider Related Individuals are employees or agents of City. Contractor/Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing with copy sent by electronic mail.

8.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record,

including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

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SIGNATURE PAGE
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor/Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

CIRCUIT TRANSIT INC.

CITY OF CHULA VISTA

BY: _____
James Mirras
Co-Founder/ COO

BY: _____
Maria V. Kachadoorian
City Manager

APPROVED AS TO FORM

BY: _____
Glen R. Googins
City Attorney

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Dennis Gakunga
276 Fourth Ave Chula Vista CA, 91910
619-476-5355
dgakunga@chulavistaca.gov

For Legal Notice Copy to:
City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Contractor/Service Provider Contract Administration:

CIRCUIT TRANSIT INC.
743 Ninth Avenue
San Diego, CA 92101
562-252-6680
daniel@ridecircuit.com

For Legal Notice Copy to:
Circuit Transit Inc.
James Mirras
360 Montauk Highway
Wainscott, NY 11975
james@ridecircuit.com

2. Required Services

A. General Description:

Contractor/Service Provider will provide electric transportation services targeted to seniors fifty-five and older in the Northwest part of the Chula Vista community in accordance with the terms and conditions of this Agreement (the “Shuttle Program”).

B. Detailed Description/Responsibilities of Contractor/Service Provider:

Based on the findings of the 2020 SANDAG Mobility HUB needs assessment survey as referenced for the CV (Chula Vista) Community Shuttle program, City desires to provide all-electric on-demand shuttle services catered to the needs of the local senior community in the Northwest part of Chula Vista as shown on Exhibit D. The Shuttle Program has been and will be designed with the community’s input and participation to provide safe, convenient, affordable, and accessible first / last mile connections. The goals of the Shuttle Program will be to improve mobility options for the senior communities, provide connections to public transit and key

community services, improve social determinants of health related to transportation accessibility, reduce greenhouse gas emissions, improve air quality, and reduce congestion.

- **Phasing and Deliverables.** Contractor/Service Provider will operate and implement the Shuttle Program in accordance with all terms and conditions of this Agreement and provide the following deliverables within the timelines provided below:

Start Date	Time Period	Deliverables
Fall 2021	Planning & Pre-launch: 100- 120 days after execution of contract with CARB	<ul style="list-style-type: none"> • Acquire vehicles and outfit with customizations for service • Hiring and recruitment of staff, including drivers • Development and launch of App • Launch of Marketing & Outreach plan (Circuit will work with City and Community Partner to develop and execute a marketing and outreach plan to announce launch of new service to the community)
Spring 2022	Year 1: Project Kickoff & Launch. Opening Day	<ul style="list-style-type: none"> • Commence Year 1 initial service on the designated launch date • Execute its marketing plan announcing the launch of the new pilot, including any launch event or ribbon cutting with the City. • Conduct ride alongs and on-job training with new staff to ensure effectiveness and efficiency of service.
Spring 2022	Year 1: Operations, Monitoring & Reporting and Adjusting - Initial Service - Year 1	<ul style="list-style-type: none"> • Operate four (4) electric sedan vehicles and one (1) ADA van in furtherance of the Shuttle Program to be funded by CMO. • Operate one (1) electric sedan vehicle in furtherance of the Shuttle Program funded by CCDC. • Monitor key metrics and feedback • Conduct rider surveys • Implement ongoing marketing strategy • Engage in ongoing community outreach • Sell and execute advertising campaigns • Communicate with and submit monthly reports to the City team • Make adjustments to the service as needed/requested <p>*Year 1 services only available to seniors for free</p>
Spring 2023	Year 2: Operations, Service Expansion to General Public	<ul style="list-style-type: none"> • Operate four (4) electric sedan vehicles and one (1) ADA van in furtherance of the Shuttle Program to be funded by CMO. • Operate one (1) electric sedan vehicle in furtherance of the Shuttle Program funded by CCDC. • Plan and implement for service expansion • Plan and implement service extension to the general public, including rollout timeline. • Collaborate with City and Community Partner/(s) to prepare and implement a marketing and outreach plan for announcing service expansion to existing and potential riders.

1 The term Year as used therein denotes year(s) of operation and not the year(s) of grant funding.

		*Year 2 services available to general public for a fee, free for seniors
Spring 2023	Year 2: Monitoring, Reporting and Adjusting - Expanded Service	<ul style="list-style-type: none"> • Program monitoring & monthly reporting • Prepare study developing ridership trends to learn busiest ridership times, request hotspots, etc. • Conduct rider surveys to learn about rider preferences, needs, and report back to the City with data collected to refine service. <p>*Year 2 services available to general public for a fee, free for seniors</p>
Spring 2023	Year 3: Operations	<ul style="list-style-type: none"> • Operate five (5) electric sedan vehicles and one (1) ADA van in furtherance of the Shuttle Program funded by CCDC. <p>*Year 3 services available to general public for a fee, free for seniors</p>
Spring 2023	Year 3: Monitoring, Reporting and Adjusting - Expanded Service	<ul style="list-style-type: none"> • Program monitoring & monthly reporting • Prepare study developing ridership trends to learn busiest ridership times, request hotspots, etc. • Conduct rider surveys to learn about rider preferences, needs, and report back to the City with data collected to refine service.
Spring 2024	Year 4: Operations, Monitoring, and Reporting	To be determined

- **Access to Service.** Contractor/Service Providers will allow riders to request rides for the Shuttle Program within a geo-fenced coverage zone through a mobile ride request app available on iOS and Android, by call in or text, or by kiosks available at key destinations and public spaces. Caregivers, senior living community staff, and others can also make requests on behalf of riders. The Shuttle Program will include an American with Disabilities Act (ADA) accessible vehicle on standby for riders requiring ADA assistance, which can be indicated in the ride request app, the kiosk, or when requesting by phone.
- **Funding:** The Parties acknowledge and agree that the Required Services will be paid by City and City will seek reimbursement from CMO and CCDC (collectively, the “Granting Agencies”) in accordance with Exhibit A, Section 4, below. It is the intent of the Parties to fund the Required Services in accordance with the funding sources and time periods identified below:

Period	Funding Source
Pre-Year 1	CMO will provide funding for all Pre-Year 1 Shuttle Program costs.
Year 1	<ul style="list-style-type: none"> • CCDC will provide funding for the operation of one (1) electric sedan vehicle. • CMO will provide funding for all other Shuttle Program costs, including but not limited to four (4) electric sedan vehicles and one (1) ADA van.
Year 2	<ul style="list-style-type: none"> • CCDC will provide funding for the operation of one (1) electric sedan vehicle.

	<ul style="list-style-type: none"> • CMO will provide funding for all other Shuttle Program costs, including but not limited to four (4) electric sedan vehicles and one (1) ADA van.
Year 3	CCDC will provide funding for all Shuttle Program costs, including but not limited to five (5) electric sedan vehicles and one (1) ADA van.
Year 4	<p>Not identified.</p> <p>The Parties agree to make reasonable efforts to identify and secure additional funding for future and additional Shuttle Program costs, including but not limited to funding for Year 4 operations, from a variety of sources including but not limited to Fares (as defined below), Advertising Revenue (as defined below), grants, and other sources. If the Parties are able to secure such funding on mutually acceptable terms, the Parties agree to effectuate an amendment to this Agreement. If such funding cannot be identified and secured, the parties agree that operation of the Shuttle Program shall cease after Year 3.</p>

- **Fares.**

- Seniors. Contractor/Service Provider will make the Shuttle Program available as a free transportation service to seniors 55 years of age and older.
- General Public. Contractor/Service Provider will make the Shuttle Program available to the general public after 12 months from Enter Date. The Shuttle Program will charge general public users a fare of \$2.00 per passenger per ride (each a “Fare”; collectively the “Fares”). A contactless fare program will be implemented and will accept payment via credit card, debit card, or prepaid card. Contractor/Service Provider will be responsible to collect and account for any and all Fares. Contractor/Service Provider will provide City with a monthly accounting of any and all Fares generated from the Shuttle Program. The City may require an independent audit of the Fare accounting submitted to verify the accuracy and appropriateness of those submittals. The responsibility of payment of the independent audit will be negotiated in good faith by the Parties. Contractor/Service Provider will apply 60% of the total revenue generated from any and all Fares towards future Required Services in the form of a credit to the City. This credit will be applied in Year 4 to and offset costs of the Shuttle Program and provide for continuing support for the Shuttle Program.

- **Advertising.** Contractor/Service Provider agrees to prepare, sell, and execute advertising campaigns in conjunction with the Shuttle Program. Contractor/Services Provider acknowledges and agrees that City’s written approval will be required to enter into any advertising contracts or receipt of any Advertising Revenue (defined below). Contractor/Service Provider further acknowledges and agrees that any advertising utilized for the Shuttle Program must comply with all City policies for advertising, and all other applicable rules and regulations related to advertising. Contractor/Service Provider will be responsible to collect and account for any and all revenues derived from any advertising campaigns. (“Advertising Revenue”). Contractor/Service Provider agrees that 50% of all Advertising Revenue collected will be applied towards future Required Services in the form of a credit to be provided to City on a monthly basis beginning in Year 4. Contractor/Service Provider will provide City with a monthly accounting of any and all Advertising Revenue credit from the Shuttle Program. The City may require an independent audit of the Advertising Revenue accounting submitted to verify the accuracy and appropriateness of those submittals. The responsibility of payment of the independent audit will be negotiated in good faith by the Parties.

- **Operating Time.** Contractor/Service Provider will operate the Shuttle Program 12 hours per day, 5 days per week. The Shuttle Program schedule will be aligned with the needs of the community and may be adjusted with feedback from the community and City and as data from the service comes in. The expansion of Required Services that may include operating seven (7) days a week will be negotiated and agreed upon by the parties and will be reflected in an amended Scope of Work.
- **Destinations.** The focus of the service territory will be on key destinations for the senior population, including healthcare, grocery, senior living facilities and senior centers, and other destinations as determined through community feedback. Over this period, the service will be adjusted and honed to the needs of this community.
- **CMO Grant.** Contractor/Service Provider acknowledges and agrees that City has obtained a grant from the CARB, Clean Mobility Options Voucher Pilot Program (the “CMO Grant”) as a source of funding for the Required Services. The grant application, grant agreement, and terms and conditions for the CMO Grant are attached hereto as Exhibit E (collectively, the “CMO Grant Materials”). Contractor/Service Provider agrees that it has read and understands the requirements in the CMO Grant Materials. Contractor/Service Provider agrees to comply, and cause the City to comply, with all requirements, terms, and conditions of the CMO Grant, and all related requirements, terms, and conditions to ensure full funding under the CMO Grant. Contractor/Service Provider agrees that its failure to comply, or cause the City the failure to comply, with all requirements, terms, and conditions of the CMO Grant, or any related requirements, terms, and conditions to ensure full funding under the CMO Grant constitutes a material breach of this Agreement.
- **CCDC Grant.** Contractor/Service Provider acknowledges and agrees that City has obtained a grant from the Community Congregational Development Corporation (“CCDC”) as a source of funding for the Required Services (the “CCDC Grant”). The grant application, grant agreement, and terms and conditions for the CCDC grant are attached hereto as Exhibit F (collectively, the “CCDC Grant Materials”). Contractor/Service Provider agrees that it has read and understands the CCDC Grant Materials. Contractor/Service Provider agrees to comply, and cause City to comply, with all requirements, terms, and conditions of the CCDC Grant, and all related requirements, terms, and conditions to ensure full funding under the CCDC Grant. Contractor/Service Provider agrees that its failure to comply, or cause the City the failure to comply, with all requirements, terms, and conditions of the CCDC Grant, or any related requirements, terms, and conditions to ensure full funding under the CCDC Grant constitutes a material breach of this Agreement.
- **Improvements.** Contractor/Service Provider shall be responsible for the construction, maintenance, operation, repair, and replacement of any improvements necessary to operate the Shuttle Program. The Parties acknowledge and agree that it is their intent that necessary construction, maintenance, operation, repair, and replacement of improvements to be subject to reimbursement pursuant to Exhibit A, Section 4 of this Agreement.

C. Responsibilities of the City

- For the Term of this Agreement, City will provide six (6) parking spaces for electric vehicle storage and eight (8) additional parking spaces to Contractor/Service Provider at no cost to Contractor/Service Provider. The Parties acknowledge and agree that terms for use, including but not limited to location, of the parking spaces have not yet been finalized. Upon finalization of such terms of use, Contractor/Service Provider acknowledges and agrees that City may require Contractor/Service

Provider to enter to additional agreements with the City (i.e. right-of-entry agreements, license agreements) or obtain permits (i.e. construction permits) to memorialize such terms of use.

- City agrees to reasonably assist Contractor/Service Provider with access to Level 2 charging for the electric vehicles as appropriate.

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin on October 20, 2021 and expire on October 19, 2026 for completion of all Required Services.

4. Compensation:

A. Form of Compensation

The projected total costs to implement the Shuttle Program on an annual and monthly basis are identified in the table below.

Total Program Costs				
	Total Annual	Total Monthly	CMO Monthly	CCDC Monthly
Year 1	\$647,987	\$53,999	\$41,063	\$12,936
Year 2	\$662,753	\$55,229	\$42,090*	\$13,140
Year 3	\$673,713	\$56,143	\$0	\$56,143
Year 4	\$13,380**	TBD	0	TBD
* Year 2 final month cost will be \$42,087				
** Year 4 amount is remainder of \$1M CCDC grant				

The Parties acknowledge and agree that payment for all Shuttle Program costs will be funded by CMO and CCDC, not the City, through the CMO Grant and the CCDC Grant, respectively, for Years 1 through 3 and any and all Fares and Advertising Revenue credits will be applied as credits during Year 4. Contractor/Service Provider acknowledges and agrees that only sums City is obligated to pay to Contractor/Service Provider for the performance of Required Services under this Agreement are funds approved by the Granting Agencies and actually reimbursed to the City.

The maximum amount to be paid to the Contractor/Service Provider for services performed through the Term of the Agreement shall not exceed \$1,997,833.

B. Invoicing

Contractor/Service Provider will provide City with a detailed invoice and breakdown by Granting Agency for Required Services performed each month for Years 1 through 3, within thirty (30) days of the end of the month in which the Required Services were performed.

Upon receipt of the invoice, City will review the invoice and pay Contractor/Service Provider for approved amounts, in an amount not-to-exceed sixty thousand dollars (\$60,000), within thirty (30) days. City will seek reimbursement from the Granting Agencies after payment of the invoice to Contractor/Service Provider. If City does not receive reimbursement from the Granting Agencies for any amount paid to Contractor/Service provider, such unreimbursed amounts will be offset against Contractor/Service Provider's future invoices. City will provide Contractor / Service Provider with documentation of such non-reimbursement by the Granting Agencies.

**EXHIBIT B
INSURANCE REQUIREMENTS**

Contractor/Service Provider shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	

Other Negotiated Insurance Terms: NONE

EXHIBIT C
CONTRACTOR/SERVICE PROVIDER CONFLICT OF INTEREST DESIGNATION

The Political Reform Act² and the Chula Vista Conflict of Interest Code³ (“Code”) require designated state and local government officials, including some Contractor/Service Providers, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, Contractor/Service Providers designated to file the Form 700 are also required to comply with certain ethics training requirements.⁴

A. Contractor/Service Provider **IS** a corporation or limited liability company and is therefore EXCLUDED⁵ from disclosure.

B. Contractor/Service Provider is **NOT** a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (<i>select one or more of the categories under which the Contractor shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1.Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Contractor/Service Provider,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2.Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Contractor/Service Provider will provide. Notwithstanding this designation or anything in the Agreement, the Contractor/Service Provider is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

² Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

³ Chula Vista Municipal Code §§2.02.010-2.02.040.

⁴ Cal. Gov. Code §§53234, *et seq.*

⁵ CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the Contractor's requirement to comply with the disclosure requirements set forth in the Code.

EXHIBIT D
SHUTTLE PROGRAM PROJECT SERVICE MAP



EXHIBIT E

CMO GRANT APPLICATION, GRANT AGREEMENT, AND OTHER GRANT REQUIREMENTS

EXHIBIT F

CCDC GRANT APPLICATION, GRANT AGREEMENT, AND OTHER GRANT REQUIREMENTS

Completed by: Barbara Locci