

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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LONG BEACH RECOVERY ACT SERVICES AGREEMENT

36395

THIS LONG BEACH RECOVERY ACT SERVICES AGREEMENT ("Agreement") is made and entered into, as of October 10, 2022, for reference purposes only, by and between the CITY OF LONG BEACH ("City"), a municipal corporation, with its principal place of business at 411 West Ocean Blvd., Long Beach, California 90802, and CIRCUIT TRANSIT INC., a Florida corporation ("CONTRACTOR"), with its principal place of business at 777 S. Flagler Drive, Suite 800W, West Palm Beach, FL 33401.

WHEREAS, the American Rescue Plan Act (ARPA) was passed by Congress on March 10, 2021 and signed into law on March 11, 2021, to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments to respond to the Coronavirus Disease 2019 (COVID-19) public health emergency and bring back jobs;

WHEREAS, on March 16, 2021, the Long Beach City Council approved the Long Beach Recovery Act (LB Recovery Act), a COVID-19 recovery program that utilizes federal ARPA funds among other funding sources to support City programs in three main categories - Economic Recovery, Healthy and Safe Community, and Securing Our City's Future;

WHEREAS, the purpose of this LB Recovery Act contract award to CONTRACTOR is to respond to the COVID-19 public health emergency;

WHEREAS, City has selected CONTRACTOR in accordance with City's administrative procedures using a Request for Proposal ("RFP") No. PW2-067 for the Micro-Transit: Electric Shuttle Program, and City has determined that CONTRACTOR and its employees are qualified, licensed, if so required, and experienced in performing the services related to the Program (as defined below);

WHEREAS, City desires to have CONTRACTOR perform these services related to the Program, and CONTRACTOR is willing and able to do so on the terms and conditions, including exhibits, in this Agreement;

1 WHEREAS, the terms of the Request for Proposal, and the terms and
2 conditions of the CONTRACTOR'S application, and any amendments thereto as may be
3 approved by the City, are incorporated herein by reference;

4 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
5 conditions in this Agreement, the City and the CONTRACTOR agree as follows:

6 1. PROGRAM. The City agrees to provide funding to the CONTRACTOR
7 for the development and implementation of the Micro-Transit: Electric Shuttle Program
8 ("Program"). The anticipated scope of work for the Program is set forth in Exhibit "A"
9 attached hereto and incorporated by this reference.

10 2. FUNDS. The CONTRACTOR hereby acknowledges and agrees that the
11 City's total contribution for the CONTRACTOR'S approved Program shall be One Million
12 One Hundred Forty Thousand Dollars (\$1,140,000), with a contingency of Two Hundred
13 Thousand Dollars (\$200,000) for a total not to exceed amount of One Million Three
14 Hundred Forty Thousand Dollars (\$1,340,000).

15 3. AMOUNT, INVOICING, AND METHOD OF PAYMENT. Funding shall be
16 expended by CONTRACTOR for authorized eligible expenditures in accordance with the
17 Program budget, delineated in Exhibit "B" attached hereto and incorporated by this
18 reference. City shall pay CONTRACTOR within forty-five (45) days following receipt from
19 CONTRACTOR and approval by City of invoices showing the goods and/or services or
20 task performed, the time expended (if billing is hourly) and hourly rates, the name of the
21 Program, and the City number assigned to this Agreement. CONTRACTOR shall certify
22 on the invoices that CONTRACTOR has performed the services in full conformance
23 with this Agreement and is entitled to receive payment.

24 4. TERM. The term of this Agreement shall commence upon execution of
25 this Agreement by the City Manager ("Commencement Date") and, subject to the
26 termination provisions of paragraph 7, end on the earlier of twenty-four (24) months, or the
27 final disbursement of the full agreement amount and completion of any required close out
28 activities and reports (the "Term"). CONTRACTOR shall not begin work until the

1 Agreement term has commenced and until CONTRACTOR'S evidence of insurance has
2 been delivered to and approved by City. The Term is subject to the termination provisions
3 of this Agreement. In performance of the Program, all expenditures must be incurred by
4 CONTRACTOR, and all services must be provided by CONTRACTOR within the Term.
5 City will not be obligated to reimburse expenses incurred after the Agreement term, and
6 CONTRACTOR will be obligated to repay City for any funds received but not expended
7 within the Term.

8 5. AUDIT AND RECORD REQUIREMENTS. City shall have the right, at its
9 expense, at all reasonable times not to exceed three (3) times in a calendar year during
10 the term of this Agreement and for a period of five (5) years after termination or
11 expiration of this Agreement to examine, audit, inspect, review, extract information
12 from and copy all books, records, accounts and other documents of CONTRACTOR
13 relating to this Agreement. The CONTRACTOR shall follow all generally accepted
14 accounting procedures and practices and shall maintain books, records, documents, and
15 other evidence which sufficiently and properly account for the expenditure of funds. The
16 books, records and documents shall be subject to inspection, reviews, or audits by the
17 City, at its expense, in order that the Program, management, and fiscal policies of the
18 CONTRACTOR may be evaluated to assure the proper and effective expenditure of public
19 funds.

20 6. REPORTING REQUIREMENTS. CONTRACTOR shall coordinate its
21 performance reporting with City's representative, Ricardo Light, attached to this Agreement
22 and incorporated by this reference. CONTRACTOR shall provide any reports requested by
23 City regarding performance of the Agreement in the form requested by City and shall be
24 provided in a timely manner, no less than fifteen (15) days after request, as requested by
25 City and as outlined in Exhibit "A".

26
27 7. TERMINATION.

28 A. City may terminate this Agreement at any time for cause upon thirty (30)

1 days' written notice to CONTRACTOR or for convenience at any time upon at least sixty
2 (60) days' written notice to CONTRACTOR. Such written notice will state the effective date
3 of termination. "For cause" shall mean one or more of the following: (a) CONTRACTOR'S
4 material breach of this Agreement; (b) CONTRACTOR'S failure to perform the duties under
5 this Agreement. City shall provide written notice to CONTRACTOR indicating in detail the
6 event or circumstances that constitute for cause under this Agreement, and City will provide
7 CONTRACTOR with thirty (30) days to cure such breach or failure prior to termination for
8 cause.

9 B. City and CONTRACTOR may mutually agree to terminate this Agreement.
10 City will determine if, as part of the agreed termination, CONTRACTOR is required to return
11 any or all the disbursed funds.

12 C. Termination is not an exclusive remedy but will be in addition to any other
13 rights and remedies provided in equity, by law, or under this Agreement. Following
14 termination by City, CONTRACTOR shall continue to be obligated to City for the return of
15 funds in accordance with applicable provisions of this Agreement. In the event of
16 termination under this section, City's obligation to reimburse CONTRACTOR is limited to
17 allowable costs incurred and paid by the CONTRACTOR prior to the effective date of
18 termination, and any allowable costs determined by City in its sole discretion to be
19 reasonable and necessary to cost-effectively wind up the Agreement. Termination of this
20 Agreement for any reason or expiration of this Agreement shall not release the parties from
21 any liability or obligation set forth in this Agreement that is expressly stated to survive any
22 such termination or expiration.

23 D. Notwithstanding any expiration or termination of this Agreement, the rights
24 and obligations pertaining to the agreement, cooperation and provision of additional
25 information, return of funds, audit rights, records retention, public information, and any
26 other provision implying survivability shall remain in effect after the expiration or termination
27 of this Agreement.

28 E. In the event of termination under this Section, City shall pay

1 CONTRACTOR for services satisfactorily performed and costs incurred up to the effective
2 date of termination for which CONTRACTOR has not been previously paid. The
3 procedures for payment in paragraph 3 with regard to invoices shall apply. Within ten (10)
4 working days of the effective date of termination and as a condition for City's final payment
5 to CONTRACTOR, CONTRACTOR shall deliver to City all Data developed or accumulated
6 in the performance of this Agreement, whether in draft or final form, or in process.

7 8. RECAPTURE OF FUNDS AND AUTHORITY TO WITHHOLD MONEY
8 DUE. The discretionary right of City to terminate this Agreement for convenience
9 notwithstanding, City shall have the right to terminate the Agreement and to recapture, and
10 be reimbursed for any payments made by City: (i) that are not allowed under applicable
11 laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Agreement,
12 including any unapproved expenditures. The City may also withhold such amounts due or
13 to become payable under this Agreement to the CONTRACTOR as may be necessary to
14 protect the City against liability or to satisfy the obligations of the CONTRACTOR to the
15 CITY.

16 9. CONFLICT OF INTEREST SAFEGUARDS. The CONTRACTOR will
17 establish safeguards to prohibit its employees from using their positions for a purpose that
18 constitutes or presents the appearance of personal or organizational conflict of interest or
19 personal gain, whether for themselves or others, particularly those with whom they have
20 family, business, or other ties. The CONTRACTOR will operate with complete
21 independence and objectivity without actual, potential, or apparent conflict of interest with
22 respect to its performance under this Agreement.

23 10. FRAUD, WASTE, AND ABUSE. The CONTRACTOR understands that
24 City does not tolerate any type of fraud, waste, or misuse of funds. City's policy is to
25 promote consistent, legal, and ethical organizational behavior, by assigning responsibilities
26 and providing guidelines to enforce controls. Any violations of law or standards of ethical
27 conduct will be investigated, and appropriate actions will be taken. The CONTRACTOR
28 understands and agrees that misuse of award funds may result in a range of penalties,

1 including suspension of current and future funds, suspension or debarment from federal,
2 state, and City grants, recoupment of monies provided under an award, and civil and/or
3 criminal penalties.

4 11. SEVERABILITY. If any provisions of this Agreement are rendered or
5 declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be
6 modified or deleted in such manner so as to afford the party for whose benefit it was
7 intended the fullest benefit commensurate with making this Agreement, as modified,
8 enforceable, and the remainder of this Agreement and the application of such provision to
9 other persons or circumstances shall not be affected thereby, but shall be enforced to the
10 greatest extent permitted by applicable law.

11 12. AMBIGUITIES. To the extent the terms and conditions of this Agreement
12 do not address a particular circumstance or are otherwise unclear or ambiguous, such
13 terms and conditions are to be construed consistent with the general objectives,
14 expectations and purposes of this Agreement and in all cases, according to its fair
15 meaning. The parties acknowledge that each party and its counsel have reviewed this
16 Agreement and that any rule of construction to the effect that any ambiguities are to be
17 resolved against the drafting party shall not be employed in the interpretation of this
18 Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed
19 in such a manner as to accomplish the purpose of the Agreement.

20 13. INDEPENDENT CONTRACTOR. In performing its services,
21 CONTRACTOR is and shall act as an independent contractor and not an employee,
22 representative or agent of City. CONTRACTOR shall have control of CONTRACTOR'S
23 work and the manner in which it is performed. CONTRACTOR shall be free to contract for
24 similar services to be performed for others during this Agreement. CONTRACTOR
25 acknowledges and agrees that (a) City will not withhold taxes of any kind from
26 CONTRACTOR'S compensation; (b) City will not secure workers' compensation or pay
27 unemployment insurance to, for or on CONTRACTOR'S behalf; and (c) City will not provide
28 and CONTRACTOR is not entitled to any of the usual and customary rights, benefits or

1 privileges of City employees. CONTRACTOR expressly warrants that neither
2 CONTRACTOR nor any of CONTRACTOR'S employees or agents shall represent
3 themselves to be employees or agents of City.

4 14. INSURANCE.

5 A. As a condition precedent to the effectiveness of this Agreement,
6 CONTRACTOR shall procure and maintain, at CONTRACTOR's expense for the duration
7 of this Agreement, from insurance companies that are admitted to write insurance in
8 California and have ratings of or equivalent to A:V by A.M. Best Company or from
9 authorized non-admitted insurance companies subject to Section 1763 of the California
10 Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the
11 following insurance:

12 i. Commercial general liability insurance equivalent in scope to ISO form CG
13 00 01 11 85 or broader and that does not exclude coverage for liability resulting from the
14 use or operation by CONTRACTOR or its employees, subcontractors, or agent of invitees
15 of electric micro-transit shuttles for liability resulting from XCU (explosion, underground,
16 and collapse) perils, cross liability protection, and products and completed operations
17 liability naming the City of Long Beach, its Commissions and Boards, and their officials,
18 employees, and agents as additional insureds on a form equivalent in coverage scope to
19 ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs,
20 or liability for injury to or death of persons, or damage to or loss of property arising out
21 activities performed by or on behalf of the CONTRACTOR in an amount not less than One
22 Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000)
23 in general aggregate.

24 ii. Commercial automobile liability insurance equivalent in coverage scope to
25 ISO CA 00 01 06 92 in an amount not less than One and a Half Million Dollars (US
26 \$1,500,000) combined single limit (CSL) covering Symbol 1 ("Any Auto").

27 iii. Cyber and privacy insurance that does not exclude coverage for liability
28 resulting from the Operator's or its contractors', employees', or agents' failure to protect

1 private or confidential information of its customers or others from unauthorized access on
2 or through the internet, making known to any person or organization material that violates
3 a person or organization's right to privacy or publicity right, and failure to prevent the
4 transmission of a computer virus to its authorized users of its web site or any private
5 communication networks such as customers, suppliers or supporters, on or through the
6 internet in an amount not less than Two Million Dollars (US \$2,000,000) per occurrence
7 and Two Million Dollars (US \$2,000,000) in general aggregate.

8 iv. Umbrella liability insurance on a following form basis insurance with
9 respect to a) and c), including, but not limited to, additional insured coverage, if provided,
10 in an amount not less than Five Million Dollars (\$5,000,000) per claim covering the
11 indemnification provided pursuant to this Contract.

12 v. Special Perils Personal Property or Comprehensive and Collision
13 Coverage insurance covering all electric micro-transit shuttles and other equipment
14 belonging to, leased by, or under the care, custody, or control of Operator at full
15 replacement value new. Operator and Operator's insurer shall waive rights to sue City for
16 any property damage or loss covered by said insurance.

17 vi. Workers' Compensation insurance as required by the California Labor
18 Code and employer's liability insurance in an amount not less than \$1,000,000. This policy
19 shall be endorsed to state that the insurer waives its right of subrogation against City, its
20 boards and commissions, and their officials, employees and agents.

21 B. Any self-insurance program, self-insured retention, or deductible must be
22 separately approved in writing by City's Risk Manager or designee and shall protect City,
23 its officials, employees and agents in the same manner and to the same extent as they
24 would have been protected had the policy or policies not contained retention or deductible
25 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
26 suspended, voided, or canceled by either party except after twenty (20) days prior written
27 notice to City, and shall be primary and not contributing to any other insurance or self-
28 insurance maintained by City.

1 C. Any subcontractors or others which CONTRACTOR may use as part of
2 this Agreement shall be required to maintain insurance in compliance with the provisions
3 of this section and to indemnify the City to the same extent as CONTRACTOR.
4 CONTRACTOR shall require that any and all sub-contractors used by CONTRACTOR in
5 the performance of these services maintain insurance in compliance with this Section
6 unless otherwise agreed in writing by City's Risk Manager or designee.

7 D. Each insurance policy shall be endorsed to state that coverage shall not
8 be reduced, non-renewed or canceled except after thirty (30) days prior written notice to
9 City, shall be primary and not contributing to any other insurance or self-insurance
10 maintained by City, and shall be endorsed to state that coverage maintained by City shall
11 be excess to and shall not contribute to insurance or self-insurance maintained by
12 CONTRACTOR. CONTRACTOR shall notify City in writing within ten (10) days after any
13 insurance has been voided by the insurer or canceled by the insured.

14 E. If this coverage is written on a "claims made" basis, it must provide for an
15 extended reporting period of not less than one hundred eighty (180) days, commencing on
16 the date this Agreement expires or is terminated, unless CONTRACTOR guarantees that
17 CONTRACTOR will provide to City evidence of uninterrupted, continuing coverage for a
18 period of not less than three (3) years, commencing on the date this Agreement expires or
19 is terminated.

20 F. Prior to the start of performance, CONTRACTOR shall deliver to City
21 certificates of insurance and original endorsements for approval as to sufficiency and form.
22 In addition, CONTRACTOR shall, within thirty (30) days prior to expiration of the insurance,
23 furnish to City certificates of insurance and endorsements evidencing renewal of the
24 insurance. City reserves the right to require complete certified copies of all policies of
25 CONTRACTOR and sub- contractors, at any time. CONTRACTOR shall make available to
26 City's Risk Manager or designee all books, records and other information relating to this
27 insurance, during normal business hours.

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1 G. Any modification or waiver of these insurance requirements shall only be
2 made with the approval of City's Risk Manager or designee. Not more frequently than once
3 a year, City's Risk Manager or designee may require that CONTRACTOR and sub-
4 contractor change the amount, scope or types of coverages required in this Section if, in
5 his or her sole opinion, the amount, scope or types of coverages are not adequate.

6 H. The procuring or existence of insurance shall not be construed or deemed
7 as a limitation on liability relating to CONTRACTOR's performance or as full performance
8 of or compliance with the indemnification provisions of this Agreement.

9 15. INDEMNITY.

10 A. CONTRACTOR shall indemnify, protect and hold harmless City, its
11 Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"),
12 from and against any and all liability, claims, demands, damage, loss, obligations, causes
13 of action, proceedings, awards, fines, judgments, penalties, costs and expenses, arising
14 or alleged to have arisen, in whole or in part, out of or in connection with (1)
15 CONTRACTOR'S breach or failure to comply with any of its obligations contained in this
16 Agreement, including any obligations arising from the Program's compliance with or failure
17 to comply with applicable laws, including all applicable federal and state labor requirements
18 including, without limitation, the requirements of California Labor Code section 1770 et seq.
19 or (2) negligent or willful acts, errors, omissions or misrepresentations committed by
20 CONTRACTOR, its officers, employees, agents, sub-CONTRACTORS, or anyone under
21 CONTRACTOR'S control, in the performance of work or services under this Agreement
22 (collectively "Claims" or individually "Claim").

23 B. In addition to CONTRACTOR'S duty to indemnify, CONTRACTOR shall
24 have a separate and wholly independent duty to defend Indemnified Parties at
25 CONTRACTOR'S expense by legal counsel approved by City, from and against all Claims,
26 and shall continue this defense until the Claims are resolved, whether by settlement,
27 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on
28 the part of CONTRACTOR shall be required for the duty to defend to arise. City shall notify

1 CONTRACTOR of any Claim, shall tender the defense of the Claim to CONTRACTOR,
2 and shall assist CONTRACTOR, as may be reasonably requested, in the defense.

3 C. If a court of competent jurisdiction determines that a Claim was caused
4 by the sole negligence or willful misconduct of Indemnified Parties, CONTRACTOR'S costs
5 of defense and indemnity shall be (1) reimbursed in full if the court determines sole
6 negligence by the Indemnified Parties, or (2) reduced by the percentage of willful
7 misconduct attributed by the court to the Indemnified Parties.

8 D. The provisions of this Section shall survive the expiration or termination
9 of this Agreement.

10 16. LAWS AND REGULATIONS. The CONTRACTOR shall be responsible
11 for being fully informed of all City, state and federal laws, ordinances, codes, rules and
12 regulations, which in any manner may affect this Agreement and the performance thereof.

13 17. REMEDIES NOT EXCLUSIVE. The express provision herein of certain
14 measures that may be exercised by the City for its protection shall not be construed to
15 preclude the City from exercising any other or further legal or equitable right to protect its
16 interests.

17 18. JURISDICTION/VENUE. This Agreement shall be construed in
18 accordance with the laws of the State of California, and the venue for any legal actions
19 brought by any party with respect to this Agreement shall be the County of Los Angeles,
20 State of California for state actions and the Central District of California for any federal
21 actions. CONTRACTOR shall cause all work performed in connection with the Program to
22 be performed in compliance with (1) all applicable laws, ordinances, rules and regulations
23 of federal, state, county or municipal governments or agencies (including, without limitation,
24 all applicable federal and state labor standards, including the prevailing wage provisions of
25 sections 1770 et seq. of the California Labor Code); and (2) all directions, rules and
26 regulations of any fire marshal, health officer, building inspector, or other officer of every
27 governmental agency now having or hereafter acquiring jurisdiction.

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1 19. ASSIGNMENT. The CONTRACTOR may not assign rights or duties
2 under an award, or subcontract delivery of services, without the prior written consent of the
3 City. Such consent shall not relieve the CONTRACTOR of liability in the event of default
4 by its assignee.

5 20. CONSTRUCTION OF AGREEMENT. The masculine shall be deemed
6 to embrace and include the feminine and the singular shall be deemed to embrace and
7 include the plural whenever required in the context of this Agreement.

8 21. NOTICES. Any notices to be given under this Agreement shall be given
9 in writing. Such notices may be served by personal delivery, facsimile transmission or by
10 first class regular mail, postage prepaid. Any such notice, when served by mail, shall be
11 effective two (2) calendar days after the date of mailing of the same, and when served by
12 facsimile transmission or personal delivery shall be effective upon receipt. For the purposes
13 hereof, the address of City, and the proper person to receive any such notices on its behalf,
14 is Ricardo Light, Transportation Mobility Bureau, Public Works, 411 W. Ocean, 4th Floor,
15 Long Beach, CA 90804, and the address of CONTRACTOR as indicated above.

16 22. TAX IMPLICATIONS AND CONSEQUENCES. The City makes no
17 representations as to the tax consequences associated with the disbursement of funds
18 related to this Agreement, and any determination related to this issue is the sole
19 responsibility of the CONTRACTOR. CONTRACTOR acknowledges consulting with its
20 own tax advisors or tax attorneys regarding this transaction or having had an opportunity
21 to do so prior to signing this Agreement. CONTRACTOR acknowledges the City cannot
22 provide advice regarding the tax consequences or implications of the funds disbursed to
23 CONTRACTOR under the terms of this Agreement.

24 23. OWNERSHIP OF DATA. All materials, information and data prepared,
25 developed, assembled or recorded by CONTRACTOR or furnished to CONTRACTOR in
26 connection with this Agreement, including but not limited to documents, estimates,
27 calculations, studies, maps, graphs, charts, computer disks, computer source
28 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,

1 information, material, memorandum, binary files (e.g. user-submitted attachments), all
2 tabular data,, helpline phone recordings, and grant applicant/beneficiary information
3 (“Data”) shall be the joint property of City and CONTRACTOR. Anonymous and aggregate
4 Data shall be given to City, in a format identified by City, and City shall have the unrestricted
5 right to use and disclose the Data in any manner and for any purpose without payment of
6 further compensation to CONTRACTOR. This warranty shall survive termination of this
7 Agreement.

8 24. DATA ACCESS. City strongly prefers programmatic access to software
9 systems via a well-documented Application Programming Interface (API) using modern
10 frameworks. Other preferred means of data access include direct connections with
11 common BI tools (e.g. Tableau and PowerBI), Extract Transform Load (ETL) tools, and/or
12 data warehouse utilities (e.g. Snowflake, Redshift, Azure Synapse.) Within fifteen (15)
13 calendar days of a request by City, CONTRACTOR shall make available to the City all Data
14 contained within any system(s) covered as part of this Agreement.

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16 25. CONFIDENTIALITY. CONTRACTOR shall keep all non-anonymous
17 and non-aggregate Data confidential and shall not disclose the non-anonymous and
18 non-aggregate Data or use the non-anonymous and non-aggregate Data directly or
19 indirectly, other than in the course of performing its services, during the term of this
20 Agreement or following expiration or termination of this Agreement. In addition,
21 CONTRACTOR shall keep confidential all information, whether written, oral or visual,
22 obtained by any means whatsoever in the course of performing its services for the
23 same period of time. CONTRACTOR shall not disclose any or all of the non-
24 anonymous and non-aggregate Data to any third party.

25 26. BREACH OF CONFIDENTIALITY. CONTRACTOR shall not be liable
26 for a breach of confidentiality with respect to Data that: (a) CONTRACTOR demonstrates
27 CONTRACTOR knew prior to the time City disclosed it; or (b) is or becomes publicly
28 available without breach of this Agreement by CONTRACTOR; or (c) a third party who has

1 a right to disclose does so to CONTRACTOR without restrictions on further disclosure; or
2 (d) must be disclosed pursuant to subpoena or court order.

3 27. RIGHTS. CONTRACTOR warrants that the Data does not violate or
4 infringe any patent, copyright, trade secret or other proprietary right of any other party.
5 CONTRACTOR agrees to and shall protect, defend, indemnify and hold City, its officials
6 and employees harmless from any and all claims, demands, damages, loss, liability,
7 causes of action, costs or expenses (including reasonable attorney's fees) whether or not
8 reduced to judgment, arising from any breach or alleged breach of this warranty.

9 28. COUNTERPART AND ELECTRONIC SIGNATURES. This Agreement
10 may be executed in one or more counterparts, each of which shall constitute an original
11 and all of which when taken together shall constitute one Agreement. The reference to
12 "electronic signatures" in this Agreement shall include images of manually executed
13 signatures transmitted by facsimile or other electronic format (including, without limitation,
14 "pdf", "tif" or "jpg") and other electronic signatures (a.k.a. "eSignatures") or digital signatures
15 (including, without limitation, DocuSign and Adobe Sign). The use of electronic signatures
16 herein, or in any amendments to this Agreement, and any electronic records related to this
17 Agreement (including, without limitation, any contract or other record created, generated,
18 sent, communicated, received, or stored by electronic means), shall be of the same legal
19 effect, validity and enforceability as a manually executed signature or use of a paper-based
20 record-keeping system to the fullest extent permitted by applicable law.

21 29. SIGNATURE AUTHORITY. By signing this Agreement, each individual
22 executing this Agreement on behalf of the CONTRACTOR represents and warrants that
23 such individual has been duly authorized by any necessary action of the CONTRACTOR
24 to execute this Agreement on behalf of the CONTRACTOR and bind the CONTRACTOR
25 to the terms of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

CIRCUIT TRANSIT INC.

October 11, 2022

By 
Name Daniel Kramer
Title Vice President

October 12, 2022

By 
Name James Mirras
Title COO

"CONTRACTOR"

CITY OF LONG BEACH, a municipal corporation

October 18, 2022

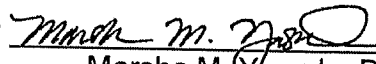
By 
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Agreement is approved as to form on October 12, 2022.

CHARLES PARKIN, City Attorney

By 
Marsha M. Yasuda, Deputy

Micro-Transit Shuttle Program

SCOPE OF WORK

Contract

- Operator: Circuit Transit, Inc. of West Palm Beach, FL.
- Contract amount: \$1,140,000
- Contingency: \$200,000
- Total Contract: \$1,340,000 (not to exceed)
- Period: 2 Years

The contingency amount of \$200,000 Will be used to expand the Program with additional shuttle vehicles, days, and/or hours if demand is strong.

Service Areas

1. Downtown-Alamitos Beach
 2. Belmont Shore-Alamitos Bay Landing
- Hours of Operation (both Service Areas)
 - Thursday: 4:00 PM- 10:00 PM
 - Friday: 4:00 -PM - 10:00 PM
 - Saturday: 12:00 PM - 10:00 PM
 - Sunday: 12:00 PM - 6:00 PM

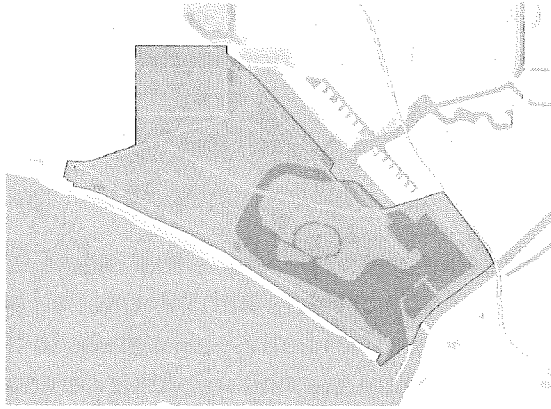
Service Area 1:



Circuit's geofenced service area model

Bordered by W Shoreline Dr, Queensway Bay, Junipero Ave, 4th Street and 6th Street

Service Area 2:



Circuit's geofenced service area model

Bordered by 39th Pl, Ximeno Ave, E Colorado St, Marine Stadium, 2nd St, Pacific Coast Highway, N Marina Dr and E Ocean Blvd

The Contractor shall perform the following:

1. Provide all equipment, management services, and personnel (including, but not limited to, Operations Manager, Shift Supervisor(s), Vehicle & Warehouse Maintenance Manager, Driver Ambassadors) necessary to operate, manage, and maintain a micro-transit shuttle service for a period of two (2) years within the two service areas shown below and defined in RFP PW22-067: Belmont Shore-Alamitos Bay Landing and Downtown-Alamitos Beach.
2. Provide service using GEM E6 All-Weather, 100% Electric-Vehicles. Each Service Area to be served by 3 active GEMs and 1 standby ADA-compliant GEM.
3. Secure vehicle storage and charging in Service Area 2. The City will provide storage and charging in Service Area 1.
4. Maintain service for two years within each Service Area.
5. Invoice the City monthly in arrears.
6. Be responsible for the production and installation of vehicle wraps. The City will provide the artwork using the Contractor provided template and reimburse Circuit for cost of production and installation.

7. Ensure that all drivers are at least 21 years of age, have had active driver's license for at least 3 years with a clean driving record. Drivers must be cleared by Contractor's insurance carrier through Motor Vehicle Record and/or Background Checks.
8. Regularly inspect the condition of vehicles, keep them regularly maintained for safe operation, and ensure that vehicles are always clean and presentable.
9. Whenever possible, employ staff who are local to Long Beach and the immediate area, and bilingual/multi-lingual.
10. Promote and market the shuttle program using press releases, social media, and working with local businesses to display postcards or flyers with information about the shuttle service. Add Long Beach specific pages with both service areas to the ridecircuit.com website. Work with the City to organize a ribbon cutting ceremony with local leaders. The City will promote the program via local media through its own Press Releases.

Rider outreach to include:

- Paid Social Media Ads on Facebook and Instagram
 - Geo-targeting of social media accounts in Long Beach
 - Ads should explain the service, display coverage areas, area hotspots, and the mobile app.
- Newsletter
 - Reach out to Contractor's regional and former Long Beach riders.
- Printed Materials
 - Post Cards or Flyers posted at local businesses and services (e.g., libraries) immediately within each service area.

The City will review and approve all marketing materials prior to publishing and dissemination.

11. Provide regular monthly reports using all necessary data and key performance indicators (e.g., ridership heatmaps, ridership trends, ridership data, and rider feedback or testimonials) for the evaluation of the program's performance. Ensure that all data provided is unidentifiable and anonymized

Data and reports may include, but are not limited to, the following:

App Data

- Demographics
- Number of daily/weekly/monthly trips completed
- Number of daily or weekly/monthly/annual riders

- Number of rides per hour/service period/day/month
- Number of trips that start/end at public parking lots
- Number of trip requests by mobile app and in-person
- Mapped distribution of trip origin/destination
- Average wait time
- Average trip length
- Average trip duration
- Repeat usage
- % pooled rides
- % of ride requests completed

Internal Survey Data (City to provide Circuit with survey questions)

- Number of Long Beach-based employees
- Public feedback and testimonials provided to the Contractor
- Ridership demographics (e.g., proportion of riders that are residents, visitors, or associated with a business in the service area (i.e., employees)).
- Trip purpose
- Mode shifts
- Travel behavior

3 + 1 Standby ADA Option

EXHIBIT B

Day	Start	End	Service Hours	Active Vehicles	Vehicle Revenue Hours (VRH)
Thurs	4:00 PM	10:00 PM	6	3	18
Fri	4:00 PM	10:00 PM	6	3	18
Sat	12:00 PM	10:00 PM	10	3	30
Sun	12:00 PM	6:00 PM	6	3	18
Weekly Total			28	3	84

	Belmont Shore	Downtown
Fixed Monthly	\$15,350	\$14,150
Hourly Variable	\$24.52	\$24.52
Total Monthly	\$24,270.11	\$23,070.11
Total Annual	\$291,241.31	\$276,841.31
	Monthly	Monthly
Labor	\$8,920	\$8,920
Materials	\$2,300	\$1,100
Insurance, Accounting, etc.	\$8,550	\$8,550
Other	\$4,500	\$4,500
	Annual	Annual
	\$107,041	\$107,041
	\$27,600	\$13,200
	\$102,600	\$102,600
	\$54,000	\$54,000

Notes

- Belmont Shore costs include monthly parking and charging costs

Belmont Shore 12 months	\$291,241.31
Downtown 12 months	\$276,841.31
Total	\$568,082.61