



AGENDA ATTACHMENTS

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TRANSPORTATION DISADVANTAGED MOBILITY ENHANCEMENT AGREEMENT

THIS TRANSPORTATION DISADVANTAGED MOBILITY ENHANCEMENT AGREEMENT (“**Agreement**”) dated as of _____, 2016 (“**Effective Date**”) by and between **UBER TECHNOLOGIES, INC.**, a Delaware corporation, located at 1455 Market Street, San Francisco, CA 94103 (“**Uber**”) and the **PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district of the State of Florida**, PSTA located at 3201 Scherer Drive, St. Petersburg, Florida, (“**PSTA**”).

In consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Activities.** The parties agree to perform the business activities as set forth on Exhibit A (the “**Activities**”), attached hereto and incorporated herein, during the term set forth on Exhibit A (the “**Term**”). Except as may be expressly agreed in this Agreement, each party shall be responsible for its expenses and costs during its performance under this Agreement.

2. **Independent Contractor.** Nothing in this Agreement shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Activities. For the avoidance of doubt, Partner Drivers are independent contractors. A “**Partner Driver**” is defined as independent contractor that provides on-demand transportation services to riders using Uber's proprietary mobile application (“**Uber App**”) under license from Uber.

3. **Fees and Payment.**
 - 3.1 **Fees.** Fees to be paid by one party to the other party in connection with this Agreement, if any, shall be as set forth on Exhibit A (“**Fees**”). Fees due are payable in accordance with the Florida Prompt Payment Act and in accordance with the payment schedule set forth in Exhibit A. All Fees shall be paid in U.S. Dollars.

 - 3.2 **Taxes.** The owing party shall pay any sales, use or value-added taxes lawfully imposed, in accordance with federal or Florida law, by any taxing authority with respect to the Fees payable hereunder, provided that an owing party shall not be liable for any taxes related to the income of the other party. PSTA represents that it is a tax immune sovereignty and exempt from the payment of sales, use and excise taxes.

4. **Proprietary Rights.**
 - 4.1 **License to Use Uber Marks.** Subject to the restrictions described in Section 4.3 below, Uber hereby grants PSTA a limited, non-exclusive and non-transferable license during the Term to use the Uber Marks (as defined below), on a royalty-free basis, for the sole purpose of the Activities as set forth herein. For purposes of this Agreement, the term “**Uber Marks**” will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of Uber in their entirety and exactly as provided by Uber to PSTA for the purposes of this Agreement only. Notwithstanding anything to the contrary herein, the Uber Marks will remain the property of Uber. Uber

shall, at its sole cost and expense, provide to PSTA any digital or print media using the Uber Marks as may be required by PSTA in connection with the Activities as mutually agreed upon by the parties, which agreement shall not be unreasonably withheld, conditioned or delayed by either party.

4.2 License to Use PSTA Marks. Subject to the restrictions described in Section 4.3 below, PSTA hereby grants Uber a limited, non-exclusive and non-transferable license during the Term to use the PSTA Marks (as defined below), on a royalty-free basis, for the sole purpose of the Activities as set forth herein. For purposes of this Agreement, the term “**PSTA Marks**” will mean those PSTA trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of PSTA in their entirety and exactly as provided by PSTA to Uber for the purposes of this Agreement only. Notwithstanding anything to the contrary herein, the PSTA Marks will remain the property of PSTA.

4.3 Restrictions. All uses of a party’s marks by the other party will be in the form and format provided, specified or approved by the owner of such marks in each instance. Neither party will use the other party’s marks without the prior, express, written consent of the other party in each instance. Either party may revoke any license it grants to the other party to use its marks at any time for any or no reason, in its sole discretion. All goodwill related to the use of a party’s marks by the other party shall inure to the benefit of the owner of such marks. Except as expressly set forth herein, neither party shall be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights. All rights not granted are expressly reserved.

4.4 Data. Each party agrees that any third party data and/or personal information that may be obtained by such party as part of the Activities (“**Data**”) will be collected, stored and maintained according to generally accepted data collection standards and applicable government law, rule or regulation. Each party agrees to publish and abide by a privacy policy detailing such party’s data practices. Except as may be set forth on Exhibit A, each party shall own, and shall not be required to share, any Data that it collects with respect to this Agreement.

4.5 No Development. **THE PARTIES ACKNOWLEDGE AND AGREE THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT OR MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY UNDER THIS AGREEMENT.** Intellectual Property development activities, if any, must be the subject of a separate written agreement between Uber and PSTA prior to the commencement of any such Intellectual Property development.

5. **Confidential Information.**

5.1 Either party (the “**Disclosing Party**”) may disclose or make available to the other party (the “**Receiving Party**”), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products, services, marketing, promotional or technical information in connection with this Agreement, which shall include the terms and conditions of this Agreement (collectively, the “**Confidential Information**”). For purposes hereof, Confidential Information will not include information: (a) which was previously known to Receiving Party without an obligation of confidentiality; (b) which was acquired by Receiving Party from a third party which was not, to the Receiving Party's knowledge, under an obligation to not disclose such information; (c) which is or becomes publicly available through no fault of Receiving Party;(d) which Disclosing Party gave written permission to Receiving Party for disclosure, but only with respect to such permitted disclosure; (e) that is a public record under Florida law (unless subject to a specific statutory exemption as specified below); or (f) independently developed without use of the other party’s Confidential Information.

5.2 **Requirements.** Except as otherwise required by applicable law, each Receiving Party agrees that (a) it will use the Confidential Information of the Disclosing Party solely for the purpose of this Agreement and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as strict as those contained herein. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Receiving Party is responsible for any breach of the confidentiality provisions of this Agreement by its employees or agents. In the event the Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding the Confidential Information or is otherwise required by law to disclose Confidential Information, the Receiving Party will give the Disclosing Party prompt written notice of any request for disclosure (including, without limitation, in connection with the State of Florida's Public Records Laws set forth in Chapter 119 F.S.) that, appears to be required by law, so that the Disclosing Party may assert any defenses to disclosure that may be available. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party, if permitted by law. Confidential Information disclosed by the Disclosing Party to the Receiving Party will at all times remain the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement. For Confidential Information that does not constitute "**trade secrets**" under applicable law, these confidentiality obligations will expire three (3) years after disclosure of the Confidential Information by the Disclosing Party. PSTA is subject to the broad public record and public meetings laws of the State of Florida. All records made or received in connection with official business of PSTA are public records subject to disclosure under the Florida public records laws, including Chapter 119, Florida Statutes, unless covered by a specific statutory exemption. The applicability of statutory exemptions to a particular record shall be made in PSTA's sole and absolute discretion.

5.3 **Trade Secrets.** The parties agree that certain information disclosed or made available in connection with this Agreement may constitute trade secrets of Uber under Fla. Stat. § 815.045 and such information shall be marked accordingly and the trade secret information shall be explicitly identified. However, any information marked as "trade secret" or exempt may be produced by PSTA in response to a public records request if PSTA determines, in its sole discretion, that the information does not meet the definition of "trade secret" in Section 812.081 and is not exempt from Chapter 119, Florida Statutes; provided PSTA has provided prior notice to Uber of its determination and intent to disclose such information.

6. **No Publicity.** Except as may be expressly set forth in Exhibit A, neither party may issue a press release, post information on line (including web sites, social media channels or blogs) or otherwise refer to the other party in any manner with respect to this Agreement, the Activities or otherwise, without the prior written consent of such other party.

7. **Representations and Warranties; Disclaimer.**

7.1 Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this

Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; (e) the content, media and other materials used or provided as part of the Activities shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

7.2 EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. Indemnification.

8.1 PSTA. PSTA assumes any and all risks of personal injury and property damage attributable to the sole negligent acts or omissions of PSTA and the officers, employees, servants, and agents thereof while acting within the scope of their employment by PSTA.

8.2 Indemnification by Uber. Uber will indemnify, defend and hold harmless PSTA and its directors, officers, employees and agents against all claims, damages, losses and expenses (including reasonable attorney's fees) with respect to any third party claim arising out of or related to: (a) the negligence or willful misconduct of Uber and its employees, or agents in their performance under this Agreement; (b) a breach of Uber's representations, warranties or obligations in this Agreement; or (c) any claims that Uber Marks infringe a third party's intellectual property rights, as long as the Uber Marks have been used in the manner approved by Uber.

8.3 Defenses. PSTA and Uber agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the PSTA or the State of Florida or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the PSTA or of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes.

8.4 Procedure. PSTA shall provide prompt notice to Uber of any claim subject to indemnification hereunder. Uber will assume the defense of the claim through counsel designated by it and reasonably acceptable to PSTA. Uber will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of PSTA, which will not be unreasonably withheld. PSTA will reasonably cooperate with Uber in the defense of a claim, at Uber's expense.

9. **LIMITS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR UBER'S INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10. **Insurance.** During the Term and for one (1) year thereafter, Uber shall maintain General Commercial Liability and, if required by law, Worker's Compensation insurance. The General

Commercial Liability insurance policy limits shall be not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Dollars (\$2,000,000) in aggregate. Such insurance shall cover Uber's obligations under this Agreement and the actions of its employees. All policies shall be written by reputable insurance companies with a Best's policyholder rating of not less than A VII. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the other party and shall not be cancelled or materially reduced without thirty (30) days prior written notice to the other party. Upon execution of this Agreement, Uber shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a party under this Agreement. Notwithstanding anything to the contrary herein, PSTA may, at its sole discretion, elect to cover its risk, or any portion thereof, through self-insurance. PSTA, as an independent special district, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by PSTA. As of the date hereof, Uber maintains an insurance policy in the State of Florida ("**Florida Insurance Policy**") as evidenced by the certificate of insurance ("**Florida Insurance Policy COI**") attached hereto as Exhibit B. Uber may, in its sole discretion, update the Florida Insurance Policy from time to time. Additionally, Uber shall maintain Commercial Automobile Liability Insurance on behalf of Uber's independently contracted driver partners with a combined single limit not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death and property damage liability arising out of the use of non-owned vehicles. Uber shall name the PSTA as an additional insured under such Commercial Automobile Liability Insurance.

11. **Termination.**

11.1 Termination Events. During the Term of this Agreement, either party may terminate this Agreement in the event of a material breach by the other party if the breach is not cured by the other party within five (5) days of written notice thereof provided by the non-breaching party. Either party may terminate this Agreement in its entirety at any time without cause by giving five (5) days' prior written notice of termination to the other party. During the Term of this Agreement, either party may terminate this Agreement immediately upon written notice to the other party in the event the other party makes an assignment for the benefit of creditors, files an involuntary petition in bankruptcy or is adjudicated bankrupt or insolvent, has a receiver appointed for any portion of its business or property, or has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.

11.2 Survival. Any outstanding payment obligations and Sections 2, 4.5, 5, 7, 8, 9, 10 (for the period specified), 11.2 and 12 shall survive the expiration or termination of this Agreement.

12. **General.**

12.1 Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. Both parties hereby consent to exclusive jurisdiction and venue in the state courts in and for Pinellas County, Florida and the U.S. District Court, Middle District of Florida, Tampa Division.

12.2 Notice. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) by electronic mail. Additionally, the parties may agree in Exhibit A for the provision of certain notices by email to the recipients indicated in Exhibit A. In the

event a party gives notice by electronic mail, such notice must be followed with a written copy of the notice to the receiving party's legal department.

12.3 Waiver, Modification. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

12.4 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

12.5 Force Majeure. Any delay in or failure by either party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "**Force Majeure Event**"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

12.6 No Assignment. This Agreement may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement, upon notice to the other party, to (a) an affiliate of such party; (b) a successor governmental entity of PSTA or (c) in connection with the sale of all or substantially all of such party's equity, business or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns.

12.7 Entire Agreement. This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

UBER TECHNOLOGIES, INC.

By: _____
Printed Name: Christine Mitchell
Title: General Manager

PINELLAS SUNCOAST TRANSIT AUTHORITY

By: _____
Brad Miller, CEO

Reviewed and approved:

Alan S. Zimmet, General Counsel

EXHIBIT A ACTIVITIES

1. **Overview.**

As the Community Transportation Coordinator for Pinellas County, PSTA has been awarded a mobility enhancement grant from the Florida Commission for the Transportation Disadvantaged (the "Grant") for the Pinellas County Mobility Enhancement Project (the "Project") to provide on-demand trips for individuals who are verified as transportation disadvantaged ("TD") eligible as set forth below.

2. **Term.**

Unless terminated earlier as provided herein, the term of this Agreement shall commence on July 1, 2016 and continue for one (1) year through June 30, 2017 ("**Term**"). The Term may be extended by mutual written agreement of the Parties.

3. **Obligations.**

Uber Obligations.

- Uber agrees to provide a platform for PSTA riders who are verified as TD eligible (as defined below) to obtain Completed Rides (as defined below) as set forth in this Agreement.
- Uber agrees to provide a dedicated account manager and customer support team to assist with customer service via a 24/7 online support portal.
- Uber agrees to create unique promo codes ("**PSTA TD Codes**") for PSTA to distribute to its TD riders.
 - Each PSTA TD Code shall be valid during the Term of this Agreement.
 - The PSTA TD Codes will unlock a vehicle view ("**PSTA TD View**") within the Uber App.
 - Names and photographs of Partner Drivers, along with a description of such Partner Driver's vehicle, will be visible in the PSTA TD View.
 - The PSTA TD View will only be visible to individuals who have been verified as TD eligible by PSTA, in its sole and absolute discretion, by complying with the same criteria as all other PSTA TD clients, including complete TD application, proof of household income, and no other means of transportation available to meet the trip need ("TD Eligible").
 - The PSTA TD View will be visible but no rides will be available within the PSTA TD View once PSTA has exceeded its Budget amount (as defined below).
 - Uber will endeavor to have all rides accepted in the PSTA TD View to be initiated within twenty (20) minutes of acceptance.
- Uber agreed to cooperate with PSTA and abide by all terms of the Grant, including documentation, reporting, and other grant program requirements.

PSTA Obligations.

- PSTA agrees to supplement and pay all total ride costs which are requested through the Uber App using the PSTA TD View for TD Eligible riders being transported to or from

healthcare, employment, and other life-sustaining services under PSTA's UrgentTD or WorkConnectTD services within Pinellas County, Florida ("**Completed Rides**"), up to an aggregate maximum budget amount of Two Hundred Thousand Fifty Six Thousand U.S. Dollars (\$256,000) ("**Budget**"). PSTA will pay for all rides taken using the PSTA TD Code up until the earlier of (a) Completed Rides reaches the Budget (pursuant to Uber's internal records) or (b) PSTA has provided written notice to Uber to turn off the PSTA TD Code (in which case, PSTA shall pay for all rides only up until 24 hours from such notice to Uber). Notice under this provision shall be delivered via an email to cmitchell@uber.com with a copy to contracts@uber.com.

- PSTA may advise its riders that the fee for any Completed Rides booked through the PSTA TD View will be billed to PSTA.

4. **Miscellaneous.**

The parties acknowledge and agree that: (a) PSTA has no ownership or control over Uber, Uber Partner Drivers, or Uber Partner Driver vehicles; and, (b) before receiving the PSTA Promo Code, the Uber App will require riders to acknowledge that such users understand and assume any and all risks associated with using the Uber App.

5. **Fees.**

During the Term of the Agreement, Uber agrees to invoice PSTA on a monthly basis for all Completed Rides. Such invoice(s) shall include the total number of Completed Rides for such calendar month. PSTA's fees shall be capped at an amount equal to the Budget amount. For the avoidance of doubt, in the event a user is in the middle of a ride when the Budget amount is hit, PSTA will honor its payment obligation for that ride even if it takes PSTA over the Budget amount.

Uber agrees, to provide a business account report to PSTA on a monthly basis detailing the total amount billed to PSTA, including the following categories: passenger name (or unique ID number), trip origin address, trip destination address, and trip date and time (collectively, the "**PSTA TD Trip Data**"). Uber shall provide written certification with respect to the total amount billed to PSTA, which shall be executed by Uber's head of finance or individual of similar seniority within Uber's organization. All PSTA TD Trip Data provided by Uber to PSTA shall be submitted in a form similar to the letter attached hereto as Attachment 1 ("**PSTA TD Trip Data Letter**") and any such PSTA TD Trip Data (including the PSTA Trip Data Letter) shall be subject to the confidentiality provisions set forth in Section 5 of the Agreement. The parties acknowledge that Uber maintains that the PSTA Trip Data Letter is an Uber "trade secret".

6. **Contacts.**

For Uber:

Name: Christine Mitchell
Email: cmitchell@uber.com

For PSTA:

Name: Brad Miller
Email: BMiller@psta.net

**EXHIBIT B
INSURANCE POLICY COI**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377 577522-FL-AL-14-16	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : James River Insurance Company</td> <td>12203</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : James River Insurance Company	12203	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED Rasier, LLC, Rasier-CA, LLC, Rasier-DC, LLC 1455 Market Street, 4th Floor San Francisco, CA 94103														

COVERAGES **CERTIFICATE NUMBER:** NYC-006980934-02 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CA436100FL00	12/21/2014	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured/Underinsured \$ 1,000,000								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Pursuant to policy terms and conditions:
 A. "Rideshare Driver" is an individual that is operating a motor vehicle in connection the use of the UberDriver application
 B. Covered autos are passenger autos being used following the Rideshare Driver's logged and recorded acceptance in the UberDriver application using account credentials issued under a contract with a Named Insured to provide transportation services while the named operator is i) en route to the pick up location of the requested transportation services, or traveling to the final destination of the requested transportation services, including but not limited to dropping-off of passengers.

CERTIFICATE HOLDER Rasier LLC, Rasier-CA LLC, Rasier-DC LLC Rasier-PA LLC 1455 Market Street, 4th Floor San Francisco, CA 94103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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**ATTACHMENT 1
PSTA TD TRIP DATA LETTER**

CONFIDENTIAL TRADE SECRET¹

_____, 2016

Name of other party
Address Line 1
Address Line 2

Re: Discussions related to the Business Purpose, in connection with the certain Pilot Program Agreement between Pinellas Suncoast Transit Authority (“PSTA”) and Uber Technologies, Inc. (“Uber”) dated [date] (“Agreement”)

To Whom It May Concern:

In connection with the above-referenced Agreement, please find the following data (“Data”):

Date From: _____
Date To: _____
Total Trip Count: _____
Total Cost: _____

Please note that the Data contained herein is considered an Uber trade secret and is subject to the confidentiality provisions set forth in the Agreement.

Thank you,

[NAME]
[EMAIL]

¹ The parties acknowledge that Uber considers the terms of this Data Letter, including any data contained herein, to constitute trade secrets of Uber.

PILOT AGREEMENT COVER SHEET

This Pilot Agreement Cover Sheet ("**Cover Sheet**") is entered into as of the last signature date set forth below ("**Effective Date**") by and between **UBER TECHNOLOGIES, INC.**, located at 1455 Market Street, Suite 400, San Francisco, CA 94103 ("**Uber**") and the party listed below ("**PSTA**").

Company Name and Address: Pinellas Suncoast Transit Authority
 3201 Scherer Drive
 St. Petersburg, FL 33716

This Cover Sheet sets forth certain promotional, marketing and other business activities to be undertaken by each party in connection with the pilot testing program (the "**Program**") for the "UberCENTRAL" product. Uber and PSTA agree to collaborate in good faith during the Program to test the design, features and operations of the UberCENTRAL product.

Program Details:

Program Effective Dates:	August 1, 2016 through July 31, 2017. Thereafter, PSTA will become an UberCENTRAL customer pursuant to Uber's standard UberCENTRAL terms and conditions, unless the parties otherwise agree.
Marketing Elements:	PSTA and Uber will cooperate to market UberCENTRAL during the Program. All uses by one party of the other party's Marks is subject to the other party's prior approval. Subject to Uber's prior approval regarding format and placement, PSTA may identify itself as an "Official Pilot Partner of UberCENTRAL". Subject to PSTA's prior approval, which shall not be unreasonably withheld, conditioned or delayed, PSTA's Marks may be included in Uber's launch marketing and public relations efforts related to the Program.
Usage Levels:	PSTA will facilitate and encourage usage of the UberCENTRAL product by its employees, customers, clients and other relevant groups, and will use reasonable good faith efforts to either make UberCENTRAL available through no fewer than five (5) PSTA owned or operated locations or cause PSTA Users to take no fewer than three hundred (300) rides requested through UberCENTRAL within ninety (90) days of the Effective Date.
PSTA Feedback:	During the Pilot Period, PSTA will cooperate with Uber's reasonable requests to provide feedback regarding the Program. All feedback will be deemed to be Uber's Confidential Information pursuant to the terms of that certain Non-Disclosure Agreement by and between Uber and PSTA, dated as of February 22, 2016.
Case Study:	PSTA will cooperate with Uber's reasonable requests to participate in a case study regarding the Program, which will be designed and conducted by Uber or its authorized agent(s). Subject to PSTA's prior consent, which shall not be unreasonably withheld, conditioned or delayed, Uber may elect to publish the results.
Exclusivity:	During the Pilot Period, PSTA will not enter into any agreement or other arrangement on terms similar to this Agreement with, or otherwise feature or promote the products of, an Uber Competitor. For purposes of this Agreement, "Uber Competitor" means any other company engaged in the provision or facilitation of on-demand transportation or logistics services.
Early Termination:	Either party may terminate this Agreement at any time, upon five (5) days written notice (email sufficient) to the other party. Additionally, Uber may suspend or terminate the Program at any time if reasonably necessary to comply with applicable laws, implement necessary technical changes, or update Program elements.
Service Fee:	Waived during Pilot Period.

By executing this Cover Sheet, PSTA hereby expressly agrees to and adopts the UberCENTRAL Pilot Agreement Terms and Conditions ("**Pilot Terms**") attached hereto and incorporated into this Cover Sheet by reference. In the event of a conflict between this Cover Sheet and the Pilot Terms, this Cover Sheet shall control. An authorized representative of each party has executed this Cover Sheet as of the date set forth below.

UBER

PSTA

By: _____

By: _____

Name: Christine Mitchell

Name: Brad Miller

Title: General Manager

Title: CEO

Date: _____

Date: _____

PILOT AGREEMENT TERMS AND CONDITIONS

1. **Incorporation.** These Pilot Agreement Terms and Conditions (“**Pilot Terms**”) are expressly incorporated into and made a part of the Pilot Agreement Cover Sheet (“**Cover Sheet**”) (the Cover Sheet and Pilot Terms, collectively, the “**Agreement**”). The Agreement sets forth the terms under which PSTA may access the Uber Service and Central Billing on behalf of PSTA’s customers, clients or other authorized individuals as a participant in the pilot testing of the “UberCENTRAL” product, as described more fully herein. PSTA’s use of Central Billing is subject to this Agreement. In consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth herein.

2. CERTAIN DEFINITIONS

“**Active Account**” means an active personal Uber user account for the Uber Service, the creation of which requires (i) installing or accessing the Uber App on a compatible mobile device, (ii) submitting certain personally identifiable information and a personal credit card number, (iii) accepting the User Terms, and (iv) confirming the mobile number provided during the registration process.

“**Active User**” means an individual with an Active Account who has been authorized by PSTA to utilize Central Billing in connection with such individual’s use of the Uber Services.

“**Central Billing**” means an enterprise billing and payment process for the Uber Service provided by Uber to PSTA hereunder for User Charges, with payment due from PSTA pursuant to an invoice delivered by Uber to PSTA on a monthly basis.

“**PSTA User**” means any Active User or Guest User.

“**Guest User**” means an individual without an Active Account who has been authorized by PSTA to utilize Central Billing in connection with such individual’s use of the Uber Services.

“**Service Fee**” means a service fee equal to 3% of the User Charges payable by PSTA to Uber.

“**Uber App**” means Uber’s mobile application or mobile website (m.uber.com) required for use of the Uber Service, as may be updated by Uber from time to time.

“**Uber Service**” means Uber’s technology platform that, when used in conjunction with the Uber App, enables users to request on-demand ground transportation and logistics services from independent third-party providers.

“**User Charges**” means charges incurred by PSTA Users for the use of the Uber Service, including any applicable tolls, foreign transaction fees, taxes, and any other fees or charges that may be due for a particular use of the Uber Service.

“**User Terms**” means the terms and conditions applicable to all users of the Uber Service, available at www.uber.com/legal, as may be updated by Uber from time to time.

3. PROVISION OF SERVICES TO PSTA

3.1 **Access to Services.** Upon execution of this Agreement, Uber will establish a PSTA corporate account that will enable PSTA to request the Uber Service and provide Central Billing on behalf of any PSTA User. As part of the corporate account, PSTA agrees to provide and maintain during the Term a valid PSTA credit card number (the “**PSTA Card**”) that may be charged for Central Billing as set forth herein. PSTA acknowledges that any PSTA User utilizing Central Billing will incur User Charges to the account of PSTA, and not to the PSTA User’s personal account or credit card. Subject to PSTA’s compliance with this Agreement, Uber agrees to use commercially reasonable efforts to provide the Uber Service and Central Billing to PSTA and the PSTA Users as set forth herein.

3.2 Active Users; Guest Users.

(a) Prior to requesting the Uber Service on behalf of any PSTA User, PSTA shall submit to Uber the following information with respect to such PSTA User: (i) first and last name, (ii) active telephone number, and (iii) if available, valid e-mail address, in order to permit Uber to confirm whether such PSTA User is an Active User or a Guest User. PSTA agrees to inform, and obtain all necessary consents from, each PSTA User as necessary to provide each such PSTA User’s information as set forth above. Customer further agrees to inform, and get all necessary consents from each PSTA User as necessary for Uber to provide PSTA with detailed information on the rides charged to PSTA’s Central Billing Account. PSTA shall ensure that all data provided to Uber is accurate and complete, and Uber shall not be liable to PSTA, any PSTA User or any other party with respect to inaccurate or incomplete data supplied by PSTA. PSTA acknowledges that Uber, its representatives or its affiliates may contact Guest Users using the information provided by PSTA regarding the Uber Services or for the purpose of encouraging such Guest Users to create or complete an Active Account and/or become Active Users. Uber’s collection and use of any personally identifiable information and credit card information shall be as set forth on the Uber Privacy Policy, available at www.uber.com/legal/privacy, as may be updated by Uber from time to time.

(b) PSTA shall be solely responsible for contacting, or facilitating contact with, any Guest User for whom PSTA requests the Uber Services. Uber shall have no responsibility for contacting or providing messaging of any sort pursuant to this Agreement to any individual who is not an Active User.

(c) PSTA acknowledges that any PSTA User may be suspended or banned from use of the Uber Service due to future or past violations of the User Terms ("**Violations**"), and that Uber shall have no obligation or liability related to a PSTA User that is unable to obtain or maintain an Active Account for the purposes of Central Billing hereunder due to Violations.

3.3 Responsibility for PSTA User Charges. PSTA agrees that (a) PSTA is responsible for all User Charges incurred by PSTA Users via Central Billing, regardless of whether such User Charge was authorized between PSTA User and PSTA and (b) User Charges may be subject to price changes at any time, including without limitation, occasional increases known as "surge pricing" during periods of high demand as further described in the User Terms. Further, PSTA agrees that Uber shall not be responsible for User Charges incurred by a PSTA User after PSTA has attempted removal of such PSTA User from Central Billing to the extent PSTA provides incomplete or inaccurate PSTA User removal information via the Dashboard. Finally, as between PSTA and Uber, PSTA shall be responsible for any User Charges incurred due to fraudulent or other unpermitted activity on the part of PSTA User's use of Central Billing for the Uber Service. PSTA shall notify Uber promptly upon discovery of fraudulent or unpermitted activity occurring under PSTA's account.

3.4 Restrictions. PSTA agrees to, and to cause all PSTA Users to, use the Uber Service and Uber App solely as set forth in this Agreement and the User Terms; provided, however, that in the event of a conflict between this Agreement and the User Terms with respect to PSTA or any authorized PSTA User employing Central Billing with the Uber Service, the terms of this Agreement shall control. Uber reserves the right to suspend participation in Central Billing to PSTA and/or any PSTA Users for violations of this Agreement or the User Terms. In the event that an Active User's Active Account is suspended or terminated pursuant to the User Terms, such Active User's access to Central Billing shall also be suspended. PSTA shall not, and shall not authorize others to, (a) decompile, disassemble, reverse engineer or otherwise attempt to derive the source code or underlying technology, methodologies or algorithms of the Uber Service or Uber App, except to the extent allowed by applicable law, (b) sublicense, lease, rent, sell, give, or otherwise transfer or provide the Uber Service or Uber App to any unaffiliated third party, (c) upcharge, increase or otherwise modify the User Charges as calculated through the Uber App for any usage of the Uber Service or (d) impose any additional fees or charges on a PSTA User related to use of the Uber Service. Uber reserves all rights not expressly granted to PSTA or PSTA Users under this Agreement.

4. ACCOUNT ADMINISTRATION AND PSTA DASHBOARD. PSTA shall be provided with access to Uber's browser-based online dashboard for "UberCENTRAL" customers ("**Dashboard**"). Uber's primary contact with PSTA shall be by way of PSTA's administrator designated through the Dashboard ("**Administrator**"). Uber will inform the Administrator of Dashboard login credentials. The Dashboard will enable PSTA to (a) view a monthly statement setting forth trips requested on behalf of PSTA Users, (b) provide additional data to authorize additional PSTA Users, (c) revoke any PSTA User's access to Central Billing, (d) disable all current PSTA Users of Central Billing, (e) manage and update the PSTA Card on file, (f) review and manage payment invoices, (g) settle outstanding balances on the PSTA account, and (h) view current, appoint new, and remove Administrators. PSTA agrees (a) to maintain all Dashboard login credentials in confidence, (b) to only permit PSTA's authorized administrators to access the Dashboard, and (c) that PSTA shall be responsible for all activity that occurs under its Dashboard login credentials. Uber reserves the right to add, remove and update features and functionality of the Dashboard at any time.

5. FEES AND PAYMENTS

5.1 Fees. In consideration of Uber's provision of the Uber Services and Central Billing as set forth herein, PSTA shall pay to Uber all User Charges, the Service Fee, and any applicable services or access fees Uber may charge for certain functionality and features (collectively, the "**Fees**") as set forth in Section 5.2, provided that no Service Fee shall accrue or be payable during the Pilot Period.

5.2 Payment Terms. Uber shall deliver to PSTA monthly invoices (each, an "**Invoice**") for Fees incurred by PSTA and PSTA Users utilizing Central Billing during the preceding month. Each Invoice shall be payable in full by PSTA within thirty (30) days of receipt of such Invoice. Unless otherwise indicated on a PSTA User receipt, all Fees are exclusive of applicable taxes, and PSTA agrees to be responsible for the payment of any such taxes assessed on Fees, including, but not limited to, all sales, use, VAT or similar taxes, except for taxes based on Uber's income. All payments shall be processed in the local currency applicable to the geography of the PSTA User's applicable ride except in certain instances when Uber may process foreign transactions in United States dollars. All payments are nonrefundable except as may be expressly provided otherwise herein.

5.3 Nonpayment. Uber reserves the right to immediately charge the PSTA Card in the event that any Invoice has not been paid as of the applicable due date. Uber reserves the right to immediately suspend PSTA's account and suspend any or all Central Billing by all PSTA Users in the event of any unpaid Fees by PSTA due to past due Invoices (as applicable), an invalid credit PSTA Card on the PSTA account, or a rejected PSTA Card transaction. Uber further reserves the right to pursue any and all remedies available to it under applicable law, including reporting PSTA to applicable credit reporting agencies, in the event of any unpaid Fees hereunder. Reestablishing a PSTA account after full payment of late Fees shall be at Uber's sole discretion. All late payments shall bear interest at 1.5% per month or the maximum allowed by applicable law, whichever is greater.

6. PILOT PERIOD; TERMINATION. The Agreement shall commence on the Effective Date and shall continue until the final day of the Program Effective Dates specified on the Cover Sheet (the "**Pilot Period**"), unless earlier terminated as provided in the Cover Sheet. All outstanding payment obligations and Sections 5, 7, 8 and 9 of this Agreement shall survive the termination of this Agreement.

7. WARRANTY AND DISCLAIMER OF LIABILITY

7.1 Mutual Warranties. Each party represents and warrants that: (a) such party has the full right, power and authority to enter into this Agreement; and (b) such party's acceptance of this Agreement, as well as such party's performance of the obligations set forth in this Agreement, does not and will not violate any other agreement to which such party is a party.

7.2 PSTA Warranties. PSTA represents and warrants that: (a) PSTA has all rights, consents and permissions necessary to provide Uber with PSTA User information provided to Uber hereunder in connection with the Uber Service and Central Billing; and (b) PSTA shall not (and shall ensure its personnel do not) disclose to Uber or otherwise provide Uber access to: (i) any health information protected by law, such as Protected Health Information as that term is defined in regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, or (ii) other personally identifiable information protected under federal or state privacy or security laws.

7.3 Indemnification.

(a) By PSTA. PSTA will indemnify, defend and hold harmless Uber, its affiliates and their directors, officers, employees and agents against all claims, damages, losses and expenses (including reasonable attorney's fees) with respect to any third party claim arising out of or related to: (a) the negligence or willful misconduct of PSTA and its employees or agents in their performance of this Agreement; (b) a breach of PSTA's representations and warranties in this Agreement; (c) the use of the Uber Service by any Guest User; and (d) any claims that PSTA Marks infringe a third party's intellectual property rights, as long as the PSTA Marks have been used in the manner approved by PSTA.

(b) By Uber. PSTA and Uber agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the PSTA or the State of Florida or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the PSTA or of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes.

(b) Procedure. Each party (an "Indemnified Party") shall provide prompt notice to the other party (the "Indemnifying Party") of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense.

7.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, UBER PROVIDES THE UBER SERVICE, UBER APP AND DASHBOARD "AS IS" AND WITHOUT WARRANTY. UBER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE UBER SERVICE, UBER APP AND DASHBOARD WILL MEET PSTA'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. UBER HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY IMPLIED OR STATUTORY WARRANTIES COVERING THE UBER SERVICE OR THE UBER APP, AND (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. PSTA ACKNOWLEDGES AND AGREES THAT THE UBER SERVICE IS A TECHNOLOGY PLATFORM THAT ENABLES ACCESS TO REQUEST ON-DEMAND GROUND TRANSPORTATION AND LOGISTICS SERVICES PROVIDED BY INDEPENDENT PROVIDERS. UBER IS NOT A TRANSPORTATION OR LOGISTICS PROVIDER. UBER DOES NOT GUARANTEE AVAILABILITY OF TRANSPORTATION OR LOGISTICS SERVICES, ON-TIME ARRIVALS OR DEPARTURES THEREOF, OR ANY OTHER SERVICES LEVELS RELATED TO INDEPENDENT TRANSPORTATION OR LOGISTICS PROVIDERS THAT MAY BE OBTAINED VIA THE UBER SERVICE.

8. PROPRIETARY RIGHTS.

8.1 No Publicity. Unless otherwise provided in the Cover Sheet, PSTA may not use or reference Uber's name, logo, trademarks or service marks in a press release or otherwise without the prior consent of Uber in each instance.

8.2 Ownership. Uber and its affiliates are and shall remain the owners of all right, title and interest in and to the Uber Service, Uber App and Dashboard, including any updates, enhancements and new versions thereof, all data related to the use of the Uber Services, and all related documentation and materials provided or available to PSTA or any PSTA User in connection with this Agreement.

9. GENERAL. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws principles. Each party consents to exclusive jurisdiction and venue in the state and federal courts sitting in *Pinellas County, Florida courts*.

. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth on the Cover Sheet, or such other address as may be provided, and deemed duly given (a) upon actual delivery, if delivery is by hand, (b) one (1) day after being sent by overnight courier, charges prepaid, or (c) by electronic mail to the designated recipient. The failure of either party to enforce the provisions hereof shall not be construed as a waiver of such provisions. Any modification or amendment to the Agreement shall be effective only if in writing and signed by both parties. In the event any provision of the Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Agreement may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement to (a) an affiliate of such party, or (b) upon notice to the other party, in connection with the sale of all or substantially all of such party's equity, business or assets. The Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and permitted assigns. Any delay

in or failure by either party in performance of the Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, without limitation, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage. Nothing in the Agreement shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties, and neither party shall have the right to enter into contracts on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate written agreement between the parties. Each party shall be solely responsible for its employees and agents used in connection with the Agreement. The Agreement contains the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating to the subject matter hereof. The Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted electronically, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

TRANSPORTATION DISADVANTAGED MOBILITY ENHANCEMENT AGREEMENT

THIS TRANSPORTATION DISADVANTAGED MOBILITY ENHANCEMENT AGREEMENT (“**Agreement**”) dated as of _____, 2016 (“**Effective Date**”) by and between **BAY AREA METRO, LLC D/B/A UNITED TAXI**, a Florida limited liability company, with its principal address located at 17174 US Highway 19 North, Clearwater, Florida 33764 (“**Provider**”) and the **PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district of the State of Florida**, PSTA located at 3201 Scherer Drive, St. Petersburg, Florida, (“**PSTA**”).

In consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Activities.** The parties agree to perform the business activities as set forth on Exhibit A (the “**Activities**”), attached hereto and incorporated herein, during the term set forth on Exhibit A (the “**Term**”). Except as may be expressly agreed in this Agreement, each party shall be responsible for its expenses and costs during its performance under this Agreement.

2. **Independent Contractor.** Nothing in this Agreement shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Activities.

3. **Fees and Payment.**

3.1 **Fees.** Fees to be paid by one party to the other party in connection with this Agreement, if any, shall be as set forth on Exhibit A (“**Fees**”). Fees due are payable in accordance with the Florida Prompt Payment Act and in accordance with the payment schedule set forth in Exhibit A. All Fees shall be paid in U.S. Dollars.

3.2 **Taxes.** The owing party shall pay any sales, use or value-added taxes lawfully imposed, in accordance with federal or Florida law, by any taxing authority with respect to the Fees payable hereunder, provided that an owing party shall not be liable for any taxes related to the income of the other party. PSTA represents that it is a tax immune sovereignty and exempt from the payment of sales, use and excise taxes.

4. **Proprietary Rights.**

4.1 **License to Use Provider Marks.** Subject to the restrictions described in Section 4.3 below, Provider hereby grants PSTA a limited, non-exclusive and non-transferable license during the Term to use the Provider Marks (as defined below), on a royalty-free basis, for the sole purpose of the Activities as set forth herein. For purposes of this Agreement, the term “**Provider Marks**” will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of Provider in their entirety and exactly as provided by Provider to PSTA for the purposes of this Agreement only. Notwithstanding anything to the contrary herein, the Provider Marks will remain the property of Provider. Provider shall, at its sole cost and expense, provide to PSTA any digital or print media using the Provider Marks as may be required by PSTA in connection with the Activities as

mutually agreed upon by the parties, which agreement shall not be unreasonably withheld, conditioned or delayed by either party.

4.2 License to Use PSTA Marks. Subject to the restrictions described in Section 4.3 below, PSTA hereby grants Provider a limited, non-exclusive and non-transferable license during the Term to use the PSTA Marks (as defined below), on a royalty-free basis, for the sole purpose of the Activities as set forth herein. For purposes of this Agreement, the term “**PSTA Marks**” will mean those PSTA trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of PSTA in their entirety and exactly as provided by PSTA to Provider for the purposes of this Agreement only. Notwithstanding anything to the contrary herein, the PSTA Marks will remain the property of PSTA.

4.3 Restrictions. All uses of a party’s marks by the other party will be in the form and format provided, specified or approved by the owner of such marks in each instance. Neither party will use the other party’s marks without the prior, express, written consent of the other party in each instance. Either party may revoke any license it grants to the other party to use its marks at any time for any or no reason, in its sole discretion. All goodwill related to the use of a party’s marks by the other party shall inure to the benefit of the owner of such marks. Except as expressly set forth herein, neither party shall be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights. All rights not granted are expressly reserved.

4.4 Data. Each party agrees that any third party data and/or personal information that may be obtained by such party as part of the Activities (“**Data**”) will be collected, stored and maintained according to generally accepted data collection standards and applicable government law, rule or regulation. Each party agrees to publish and abide by a privacy policy detailing such party’s data practices. Except as may be set forth on Exhibit A, each party shall own, and shall not be required to share, any Data that it collects with respect to this Agreement.

4.5 No Development. **THE PARTIES ACKNOWLEDGE AND AGREE THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT OR MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY UNDER THIS AGREEMENT.** Intellectual Property development activities, if any, must be the subject of a separate written agreement between Provider and PSTA prior to the commencement of any such Intellectual Property development.

5. **Confidential Information.**

5.1 Either party (the “**Disclosing Party**”) may disclose or make available to the other party (the “**Receiving Party**”), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products, services, marketing, promotional or technical information in connection with this Agreement, which shall include the terms and conditions of this Agreement (collectively, the “**Confidential Information**”). For purposes hereof, Confidential Information will not include information: (a) which was previously known to Receiving Party without an obligation of confidentiality; (b) which was acquired by Receiving Party from a third party which was not, to the Receiving Party's knowledge, under an obligation to not disclose such information; (c) which is or becomes publicly available through no fault of Receiving Party;(d) which Disclosing Party gave written permission to Receiving Party for disclosure, but only with respect to such permitted disclosure; (e) that is a public record under Florida law; or (f) independently developed without use of the other party’s Confidential Information.

5.2 **Requirements.** Except as otherwise required by applicable law, each Receiving Party agrees that (a) it will use the Confidential Information of the Disclosing Party solely for the purpose of this Agreement and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as strict as those contained herein. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Receiving Party is responsible for any breach of the confidentiality provisions of this Agreement by its employees or agents. In the event the Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding the Confidential Information or is otherwise required by law to disclose Confidential Information, the Receiving Party will give the Disclosing Party prompt written notice of any request for disclosure (including, without limitation, in connection with the State of Florida's Public Records Laws set forth in Chapter 119 F.S.) that, appears to be required by law, so that the Disclosing Party may assert any defenses to disclosure that may be available. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party, if permitted by law. Confidential Information disclosed by the Disclosing Party to the Receiving Party will at all times remain the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement. For Confidential Information that does not constitute "**trade secrets**" under applicable law, these confidentiality obligations will expire three (3) years after disclosure of the Confidential Information by the Disclosing Party. PSTA is subject to the broad public record and public meetings laws of the State of Florida. All records made or received in connection with official business of PSTA are public records subject to disclosure under the Florida public records laws, including Chapter 119, Florida Statutes, unless covered by a specific statutory exemption

5.3 **Trade Secrets.** The parties agree that certain information disclosed or made available in connection with this Agreement may constitute trade secrets of Provider under Fla. Stat. § 815.045 and such information shall be marked accordingly and the trade secret information shall be explicitly identified. However, any information marked as "trade secret" or exempt may be produced by PSTA in response to a public records request if PSTA determines, in its sole discretion, that the information does not meet the definition of "trade secret" in Section 812.081 and is not exempt from Chapter 119, Florida Statutes; provided PSTA has provided prior notice to Provider of its determination and intent to disclose such information.

6. **No Publicity.** Except as may be expressly set forth in Exhibit A, neither party may issue a press release, post information on line (including web sites, social media channels or blogs) or otherwise refer to the other party in any manner with respect to this Agreement, the Activities or otherwise, without the prior written consent of such other party.

7. **Representations and Warranties; Disclaimer.**

7.1 Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this

Agreement; (e) the content, media and other materials used or provided as part of the Activities shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

7.2 EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. Indemnification.

8.1 PSTA. PSTA assumes any and all risks of personal injury and property damage attributable to the sole negligent acts or omissions of PSTA and the officers, employees, servants, and agents thereof while acting within the scope of their employment by PSTA.

8.2 Indemnification by Provider. Provider will indemnify, defend and hold harmless PSTA and its directors, officers, employees and agents against all claims, damages, losses and expenses (including reasonable attorney's fees) with respect to any third party claim arising out of or related to: (a) the negligence or willful misconduct of Provider and its employees, agents, or contractors in their performance under this Agreement; (b) a breach of Provider's representations, warranties or obligations in this Agreement; or (c) any claims that Provider Marks infringe a third party's intellectual property rights, as long as the Provider Marks have been used in the manner approved by Provider.

8.3 Defenses. PSTA and Provider agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the PSTA or the State of Florida or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the PSTA or of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes.

8.4 Procedure. PSTA shall provide prompt notice to Provider of any claim subject to indemnification hereunder. Provider will assume the defense of the claim through counsel designated by it and reasonably acceptable to PSTA. Provider will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of PSTA, which will not be unreasonably withheld. PSTA will reasonably cooperate with Provider in the defense of a claim, at Provider's expense.

9. **LIMITS OF LIABILITY**. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR PROVIDER'S INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10. **Insurance**. During the Term and for one (1) year thereafter, Provider shall maintain General Commercial Liability and, if required by law, Worker's Compensation insurance. The General Commercial Liability insurance policy limits shall be not less than One Million Dollars (\$1,000,000)

combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Dollars (\$2,000,000) in aggregate. Such insurance shall cover Provider's obligations under this Agreement and the actions of its employees and drivers. All policies shall be written by reputable insurance companies with a Best's policyholder rating of not less than A VII. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the other party and shall not be cancelled or materially reduced without thirty (30) days prior written notice to the other party. Upon execution of this Agreement, Provider shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a party under this Agreement. Notwithstanding anything to the contrary herein, PSTA may, at its sole discretion, elect to cover its risk, or any portion thereof, through self-insurance. PSTA, as an independent special district, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by PSTA. As of the date hereof, Provider maintains an insurance policy in the State of Florida ("**Florida Insurance Policy**") as evidenced by the certificate of insurance ("**Florida Insurance Policy COI**") attached hereto as Exhibit B. Provider may, in its sole discretion, update the Florida Insurance Policy from time to time.

11. **Termination.**

11.1 Termination Events. During the Term of this Agreement, either party may terminate this Agreement in the event of a material breach by the other party if the breach is not cured by the other party within five (5) days of written notice thereof provided by the non-breaching party. Either party may terminate this Agreement in its entirety at any time without cause by giving five (5) days' prior written notice of termination to the other party. During the Term of this Agreement, either party may terminate this Agreement immediately upon written notice to the other party in the event the other party makes an assignment for the benefit of creditors, files an involuntary petition in bankruptcy or is adjudicated bankrupt or insolvent, has a receiver appointed for any portion of its business or property, or has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.

11.2 Survival. Any outstanding payment obligations and Sections 2, 4.5, 5, 7, 8, 9, 10 (for the period specified), 11.2 and 12 shall survive the expiration or termination of this Agreement.

12. **General.**

12.1 Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. Both parties hereby consent to exclusive jurisdiction and venue in the state courts in and for Pinellas County, Florida and the U.S. District Court, Middle District of Florida, Tampa Division.

12.2 Notice. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) by electronic mail. Additionally, the parties may agree in Exhibit A for the provision of certain notices by email to the recipients indicated in Exhibit A. In the event a party gives notice by electronic mail, such notice must be followed with a written copy of the notice to the receiving party's legal department.

12.3 Waiver, Modification. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to

enforce such provisions or exercise such option. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

12.4 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

12.5 Force Majeure. Any delay in or failure by either party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a “**Force Majeure Event**”). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

12.6 No Assignment. This Agreement may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement, upon notice to the other party, to (a) an affiliate of such party; (b) a successor governmental entity of PSTA or (c) in connection with the sale of all or substantially all of such party’s equity, business or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns.

12.7 Entire Agreement. This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BAY AREA METRO, LLC D/B/A UNITED TAXI

By: _____

Printed Name: _____

Title: _____

PINELLAS SUNCOAST TRANSIT AUTHORITY

By: _____

Brad Miller, CEO

Reviewed and approved:

Alan S. Zimmet, General Counsel

EXHIBIT A ACTIVITIES

1. **Overview.**

As the Community Transportation Coordinator for Pinellas County, PSTA has been awarded a mobility enhancement grant from the Florida Commission for the Transportation Disadvantaged (the "Grant") for the Pinellas County Mobility Enhancement Project (the "Project") to provide on-demand trips for individuals who are verified as transportation disadvantaged ("TD") eligible as set forth below.

2. **Term.**

Unless terminated earlier as provided herein, the term of this Agreement shall commence on _____, 2016 and continue through June 30, 2017 ("Term"). The Term may be extended by mutual written agreement of the Parties.

3. **Obligations.**

Provider Obligations.

- Provider agrees to provide a platform for PSTA riders who have been verified as TD eligible by PSTA, in its sole and absolute discretion, by complying with the same criteria as all other PSTA TD clients, including complete TD application, proof of household income, and no other means of transportation available to meet the trip need ("TD Eligible") to obtain TD Rides (as defined below) as set forth in this Agreement.
- Provider agrees to provide a dedicated account manager and customer support team to assist with customer service via a 24/7 online support portal.
- Provider agrees to create unique promo codes ("**PSTA TD Codes**") for PSTA to distribute to its TD Eligible riders.
 - Each PSTA TD Code shall be valid during the Term of this Agreement unless PSTA has exceeded its Budget amount (as defined below)..
 - The PSTA TD Codes will allow TD Eligible riders to request a TD Ride through the Provider App.
 - The Provider App will supply vehicle identifying information to the TD Eligible rider using a PSTA TD Code.
 - The PSTA TD Code will be visible but no rides will be available within the
 - Provider will endeavor to have all rides requested through a PSTA TD Code to be initiated within twenty (20) minutes of acceptance.
- Provider agrees to cooperate with PSTA and abide by all terms of the Grant, including documentation, reporting, and other grant program requirements.

PSTA Obligations.

- PSTA agrees to supplement and pay an amount equal to the total ride cost for rides which are requested through the Provider App using a PSTA TD Code or which are dispatched via telephone request, for TD Eligible riders being transported to or from

healthcare, employment, and other life-sustaining services under PSTA's UrgentTD or WorkConnectTD services ("TD Rides"), up to a maximum of Ten U.S. Dollars (\$10.00) per ride and an aggregate maximum budget amount of Forty Three Thousand U.S. Dollars (\$43,000) ("Budget"). PSTA will pay for all TD Rides up until the earlier of (a) TD Rides reaches the Budget (pursuant to Provider's internal records) or (b) PSTA has provided written notice to Provider to turn off the PSTA TD Codes (in which case, PSTA shall pay for all rides only up until 24 hours from such notice to Provider). Notice under this provision shall be delivered via an email to _____.

- PSTA may advise its riders that the fee for any TD Rides will be billed to PSTA.

4. **Miscellaneous.**

The parties acknowledge and agree that: (a) PSTA has no ownership or control over Provider, Provider's drivers, or Provider's vehicles; and, (b) before receiving the PSTA Promo Code, the Provider App will require riders to acknowledge that such users understand and assume any and all risks associated with using the Provider App.

5. **Fees.**

During the Term of the Agreement, Provider agrees to invoice PSTA on a monthly basis for all TD Rides. Such invoice(s) shall include the total number of Completed Rides for such calendar month. PSTA's fees shall be capped at an amount equal to the Budget amount. For the avoidance of doubt, in the event a user is in the middle of a ride when the Budget amount is hit, PSTA will honor its payment obligation for that ride even if it takes PSTA over the Budget amount.

Provider agrees to provide a report to PSTA on a monthly basis detailing the total amount billed to PSTA and the following data: passenger name (or unique ID number), trip origin address, trip destination address, and trip date and time (collectively, the "PSTA Trip Data"). Provider shall provide written certification with respect to the total amount billed to PSTA during the Term, which shall be executed by Provider's head of finance or individual of similar seniority within Provider's organization.

6. **Contacts.**

For Provider:

Name:

Email:

For PSTA:

Name: Brad Miller

Email: BMiller@psta.net

EXHIBIT B
INSURANCE POLICY COI

TRANSPORTATION DISADVANTAGED MOBILITY ENHANCEMENT AGREEMENT

THIS TRANSPORTATION DISADVANTAGED MOBILITY ENHANCEMENT AGREEMENT (“**Agreement**”) dated as of _____, 2016 (“**Effective Date**”) by and between **CARE RIDE, L.L.C** a Florida limited liability company, with its principal address located at 4625 East Bay Drive, Suite 105, Clearwater, Florida 33764 (“**Provider**”) and the **PINELLAS SUNCOAST TRANSIT AUTHORITY, an independent special district of the State of Florida**, PSTA located at 3201 Scherer Drive, St. Petersburg, Florida, (“**PSTA**”).

In consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Activities.** The parties agree to perform the business activities as set forth on Exhibit A (the “**Activities**”), attached hereto and incorporated herein, during the term set forth on Exhibit A (the “**Term**”). Except as may be expressly agreed in this Agreement, each party shall be responsible for its expenses and costs during its performance under this Agreement.
2. **Independent Contractor.** Nothing in this Agreement shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Activities.
3. **Fees and Payment.**
 - 3.1 **Fees.** Fees to be paid by one party to the other party in connection with this Agreement, if any, shall be as set forth on Exhibit A (“**Fees**”). Fees due are payable in accordance with the Florida Prompt Payment Act and in accordance with the payment schedule set forth in Exhibit A. All Fees shall be paid in U.S. Dollars.
 - 3.2 **Taxes.** The owing party shall pay any sales, use or value-added taxes lawfully imposed, in accordance with federal or Florida law, by any taxing authority with respect to the Fees payable hereunder, provided that an owing party shall not be liable for any taxes related to the income of the other party. PSTA represents that it is a tax immune sovereignty and exempt from the payment of sales, use and excise taxes.
4. **Proprietary Rights.**
 - 4.1 **License to Use Provider Marks.** Subject to the restrictions described in Section 4.3 below, Provider hereby grants PSTA a limited, non-exclusive and non-transferable license during the Term to use the Provider Marks (as defined below), on a royalty-free basis, for the sole purpose of the Activities as set forth herein. For purposes of this Agreement, the term “**Provider Marks**” will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of Provider in their entirety and exactly as provided by Provider to PSTA for the purposes of this Agreement only. Notwithstanding anything to the contrary herein, the Provider Marks will remain the property of Provider. Provider shall, at its sole cost and expense, provide to PSTA any digital or print media using the Provider Marks as may be required by PSTA in connection with the Activities as

mutually agreed upon by the parties, which agreement shall not be unreasonably withheld, conditioned or delayed by either party.

4.2 License to Use PSTA Marks. Subject to the restrictions described in Section 4.3 below, PSTA hereby grants Provider a limited, non-exclusive and non-transferable license during the Term to use the PSTA Marks (as defined below), on a royalty-free basis, for the sole purpose of the Activities as set forth herein. For purposes of this Agreement, the term “**PSTA Marks**” will mean those PSTA trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of PSTA in their entirety and exactly as provided by PSTA to Provider for the purposes of this Agreement only. Notwithstanding anything to the contrary herein, the PSTA Marks will remain the property of PSTA.

4.3 Restrictions. All uses of a party’s marks by the other party will be in the form and format provided, specified or approved by the owner of such marks in each instance. Neither party will use the other party’s marks without the prior, express, written consent of the other party in each instance. Either party may revoke any license it grants to the other party to use its marks at any time for any or no reason, in its sole discretion. All goodwill related to the use of a party’s marks by the other party shall inure to the benefit of the owner of such marks. Except as expressly set forth herein, neither party shall be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights. All rights not granted are expressly reserved.

4.4 Data. Each party agrees that any third party data and/or personal information that may be obtained by such party as part of the Activities (“**Data**”) will be collected, stored and maintained according to generally accepted data collection standards and applicable government law, rule or regulation. Each party agrees to publish and abide by a privacy policy detailing such party’s data practices. Except as may be set forth on Exhibit A, each party shall own, and shall not be required to share, any Data that it collects with respect to this Agreement.

4.5 No Development. **THE PARTIES ACKNOWLEDGE AND AGREE THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT OR MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY UNDER THIS AGREEMENT.** Intellectual Property development activities, if any, must be the subject of a separate written agreement between Provider and PSTA prior to the commencement of any such Intellectual Property development.

5. **Confidential Information.**

5.1 Either party (the “**Disclosing Party**”) may disclose or make available to the other party (the “**Receiving Party**”), whether orally or in physical form, confidential or proprietary information concerning the Disclosing Party and/or its business, products, services, marketing, promotional or technical information in connection with this Agreement, which shall include the terms and conditions of this Agreement (collectively, the “**Confidential Information**”). For purposes hereof, Confidential Information will not include information: (a) which was previously known to Receiving Party without an obligation of confidentiality; (b) which was acquired by Receiving Party from a third party which was not, to the Receiving Party's knowledge, under an obligation to not disclose such information; (c) which is or becomes publicly available through no fault of Receiving Party;(d) which Disclosing Party gave written permission to Receiving Party for disclosure, but only with respect to such permitted disclosure; (e) that is a public record under Florida law; or (f) independently developed without use of the other party’s Confidential Information.

5.2 **Requirements.** Except as otherwise required by applicable law, each Receiving Party agrees that (a) it will use the Confidential Information of the Disclosing Party solely for the purpose of this Agreement and (b) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as strict as those contained herein. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Receiving Party is responsible for any breach of the confidentiality provisions of this Agreement by its employees or agents. In the event the Receiving Party receives a subpoena or other validly issued administrative or judicial process demanding the Confidential Information or is otherwise required by law to disclose Confidential Information, the Receiving Party will give the Disclosing Party prompt written notice of any request for disclosure (including, without limitation, in connection with the State of Florida's Public Records Laws set forth in Chapter 119 F.S.) that, appears to be required by law, so that the Disclosing Party may assert any defenses to disclosure that may be available. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party, if permitted by law. Confidential Information disclosed by the Disclosing Party to the Receiving Party will at all times remain the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted under this Agreement or by any disclosure of Confidential Information under this Agreement. For Confidential Information that does not constitute "**trade secrets**" under applicable law, these confidentiality obligations will expire three (3) years after disclosure of the Confidential Information by the Disclosing Party. PSTA is subject to the broad public record and public meetings laws of the State of Florida. All records made or received in connection with official business of PSTA are public records subject to disclosure under the Florida public records laws, including Chapter 119, Florida Statutes, unless covered by a specific statutory exemption

5.3 **Trade Secrets.** The parties agree that certain information disclosed or made available in connection with this Agreement may constitute trade secrets of Provider under Fla. Stat. § 815.045 and such information shall be marked accordingly and the trade secret information shall be explicitly identified. However, any information marked as "trade secret" or exempt may be produced by PSTA in response to a public records request if PSTA determines, in its sole discretion, that the information does not meet the definition of "trade secret" in Section 812.081 and is not exempt from Chapter 119, Florida Statutes; provided PSTA has provided prior notice to Provider of its determination and intent to disclose such information.

6. **No Publicity.** Except as may be expressly set forth in Exhibit A, neither party may issue a press release, post information on line (including web sites, social media channels or blogs) or otherwise refer to the other party in any manner with respect to this Agreement, the Activities or otherwise, without the prior written consent of such other party.

7. **Representations and Warranties; Disclaimer.**

7.1 Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this

Agreement; (e) the content, media and other materials used or provided as part of the Activities shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

7.2 EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. **Indemnification.**

8.1 PSTA. PSTA assumes any and all risks of personal injury and property damage attributable to the sole negligent acts or omissions of PSTA and the officers, employees, servants, and agents thereof while acting within the scope of their employment by PSTA.

8.2 Indemnification by Provider. Provider will indemnify, defend and hold harmless PSTA and its directors, officers, employees and agents against all claims, damages, losses and expenses (including reasonable attorney's fees) with respect to any third party claim arising out of or related to: (a) the negligence or willful misconduct of Provider and its employees, agents, or contractors in their performance under this Agreement; (b) a breach of Provider's representations, warranties or obligations in this Agreement; or (c) any claims that Provider Marks infringe a third party's intellectual property rights, as long as the Provider Marks have been used in the manner approved by Provider.

8.3 Defenses. PSTA and Provider agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the PSTA or the State of Florida or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the PSTA or of the State of Florida beyond the waiver provided in section 768.28 Florida Statutes.

8.4 Procedure. PSTA shall provide prompt notice to Provider of any claim subject to indemnification hereunder. Provider will assume the defense of the claim through counsel designated by it and reasonably acceptable to PSTA. Provider will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of PSTA, which will not be unreasonably withheld. PSTA will reasonably cooperate with Provider in the defense of a claim, at Provider's expense.

9. **LIMITS OF LIABILITY**. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR PROVIDER'S INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF GOODWILL, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS, OR LOSS OR INACCURACY OF DATA OF ANY KIND, OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

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combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Dollars (\$2,000,000) in aggregate. Such insurance shall cover Provider's obligations under this Agreement and the actions of its employees and drivers. All policies shall be written by reputable insurance companies with a Best's policyholder rating of not less than A VII. Such insurance shall be primary and non-contributing to any insurance maintained or obtained by the other party and shall not be cancelled or materially reduced without thirty (30) days prior written notice to the other party. Upon execution of this Agreement, Provider shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a party under this Agreement. Notwithstanding anything to the contrary herein, PSTA may, at its sole discretion, elect to cover its risk, or any portion thereof, through self-insurance. PSTA, as an independent special district, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by PSTA. As of the date hereof, Provider maintains an insurance policy in the State of Florida ("**Florida Insurance Policy**") as evidenced by the certificate of insurance ("**Florida Insurance Policy COI**") attached hereto as Exhibit B. Provider may, in its sole discretion, update the Florida Insurance Policy from time to time.

11. **Termination.**

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12. **General.**

12.1 Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions. Both parties hereby consent to exclusive jurisdiction and venue in the state courts in and for Pinellas County, Florida and the U.S. District Court, Middle District of Florida, Tampa Division.

12.2 Notice. Any and all notices permitted or required to be given hereunder shall be sent to the address first set forth above, or such other address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) by electronic mail. Additionally, the parties may agree in Exhibit A for the provision of certain notices by email to the recipients indicated in Exhibit A. In the event a party gives notice by electronic mail, such notice must be followed with a written copy of the notice to the receiving party's legal department.

12.3 Waiver, Modification. The failure of either party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to

enforce such provisions or exercise such option. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

12.4 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect.

12.5 Force Majeure. Any delay in or failure by either party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a “**Force Majeure Event**”). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

12.6 No Assignment. This Agreement may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement, upon notice to the other party, to (a) an affiliate of such party; (b) a successor governmental entity of PSTA or (c) in connection with the sale of all or substantially all of such party’s equity, business or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns.

12.7 Entire Agreement. This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CARE RIDE, L.L.C.

By: _____
Printed Name: Douglas Johnson
Title: Director

PINELLAS SUNCOAST TRANSIT AUTHORITY

By: _____
Brad Miller, CEO

Reviewed and approved:

Alan S. Zimmet, General Counsel

EXHIBIT A ACTIVITIES

1. **Overview.**

As the Community Transportation Coordinator for Pinellas County, PSTA has been awarded a mobility enhancement grant from the Florida Commission for the Transportation Disadvantaged (the "Grant") for the Pinellas County Mobility Enhancement Project (the "Project") to provide on-demand trips for individuals who are verified as transportation disadvantaged ("TD") eligible as set forth below.

2. **Term.**

Unless terminated earlier as provided herein, the term of this Agreement shall commence on _____ and continue through June 20, 2017 ("Term"). The Term may be extended by mutual written agreement of the Parties.

3. **Obligations.**

Provider Obligations.

- Provider agrees to provide a platform for PSTA riders who have been verified as TD eligible by PSTA, in its sole and absolute discretion, by complying with the same criteria as all other PSTA TD clients, including complete TD application, proof of household income, and no other means of transportation available to meet the trip need ("TD Eligible") to obtain TD Rides (as defined below) as set forth in this Agreement.
- Provider agrees to provide a dedicated account manager and customer support team to assist with customer service via a 24/7 support.
- Provider shall prohibit drivers from accepting tips or gratuity from riders.
- Provider agrees to cooperate with PSTA and abide by all terms of the Grant, including documentation, reporting, and other grant program requirements.

PSTA Obligations.

- PSTA agrees to supplement an amount equal to the total ride cost over for for TD Eligible riders being transported to or from healthcare, employment, and other life-sustaining services under PSTA's UrgentTD or WorkConnectTD services ("**TD Rides**") up to a maximum of Thirty U.S. Dollars (\$30) per ride and an aggregate maximum budget amount of Thirty-nine Thousand Six Hundred U.S. Dollars (\$39,600) ("**Budget**").
- PSTA will pay for all TD Rides up until the earlier of (a) TD Rides reaches the Budget (pursuant to Provider's internal records) or (b) PSTA has provided written notice to Provider that it has reached the Budget (in which case, PSTA shall pay for all rides only up until 24 hours from such notice to Provider). Notice under this provision shall be delivered via an email to doug.johnson@baycare.org.
- PSTA may advise its riders that a portion of the fee for any TD Rides dispatched pursuant to this Agreement will be billed to PSTA.

4. **Miscellaneous.**

The parties acknowledge and agree that: (a) PSTA has no ownership or control over Provider, Provider's drivers, or Provider's vehicles; or Provider's dispatch system and logistics.

5. **Fees.**

During the Term of the Agreement, Provider agrees to invoice PSTA on a monthly basis for TD Rides. Such invoice(s) shall include the total number of Completed Rides for such calendar month. PSTA's fees shall be capped at an amount equal to the Budget amount. For the avoidance of doubt, in the event a user is in the middle of a ride when the Budget amount is hit, PSTA will honor its payment obligation for that ride even if it takes PSTA over the Budget amount. PSTA will honor its payment obligation unless or until PSTA gives Provider notice that the maximum Budget amount has been reached. This obligation shall not extend to rides which are initiated more than twenty-four (24) hours after PSTA has given Provider notice that the maximum Budget amount has been reached.

Provider agrees to provide a report to PSTA on a monthly basis detailing the total amount billed to PSTA and the following data: passenger name (or unique ID number), trip origin address, trip destination address, and trip date and time (collectively, the "**PSTA Trip Data**"). Provider shall provide written certification with respect to the total amount billed to PSTA during the Term, which shall be executed by Provider's head of finance or individual of similar seniority within Provider's organization.

6. **Contacts.**

For Provider:

Name: Douglas Johnson
Email: doug.johnson@baycare.org

For PSTA:

Name: Brad Miller
Email: BMiller@psta.net

**EXHIBIT B
INSURANCE POLICY COI**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ALLIANT INSURANCE SERVICES HOUSTON, LLC 5444 WESTHEIMER, SUITE 900 HOUSTON, TX 77056	CONTACT NAME: Karen L. Clark PHONE (A/C, No, Ext): 727-764-9239 E-MAIL ADDRESS: Karen.Clark@baycare.org	FAX (A/C, No): 727-619-1276
	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Co. NAIC # 19437 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				12073193	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR							MED EXP (Any one person) \$
								PERSONAL & ADV INJURY \$ 1,000,000
								GENERAL AGGREGATE \$ 3,000,000
								PRODUCTS-COMP/OP AGG \$
								FIRE DAMAGE (Any one fire) \$ 500,000
								COMBINED SINGLE LIMIT (Ea accident) \$
								BODILY INJURY (Per person) \$
								BODILY INJURY (Per accident) \$
				PROPERTY DAMAGE (Per accident) \$				
					\$			
							EACH OCCURRENCE \$	
							AGGREGATE \$	
							\$	
							PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
							PER MEDICAL INCIDENT \$	
							GENERAL AGGREGATE \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER _____	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Philip Reischman
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CONTRACT

AGREEMENT TO FURNISH Heavy Duty Transit Vehicles Towing and Related Services

THIS AGREEMENT is made on July 27, 2016, by and between the Pinellas Suncoast Transit Authority (“PSTA”), an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, Florida, and, Yoho’s Automotive & Towing, (“Supplier”), a Florida Corporation with its principal place of business located at 9791 66th St. N Pinellas Park, FL 33782 (collectively, the “Parties”).

WHEREAS, PSTA issued a Request for Proposal No. 16-033P for Heavy Duty Transit Vehicles Towing and Related Services on May 11, 2016 (the “RFP”); and

WHEREAS, Supplier submitted a Proposal to the RFP on or before June 10, 2016 (“Supplier’s Response”); and

WHEREAS, PSTA’s Board of Directors awarded the RFP, at its Board of Directors Meeting on July 27, 2016.

WHEREAS, the Parties wish to set forth the terms and conditions of their Agreement.

NOW THEREFORE, the Parties in consideration of the mutual covenants and conditions set forth herein contained, the receipt and adequacy of which is hereby acknowledged, agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by reference.
2. CONTRACT DOCUMENTS. The “Contract Documents” shall mean and refer to this Agreement, the RFP and all exhibits attached thereto including all duly executed and issued addenda (attached hereto as **Exhibit A**), and Supplier’s Response (attached hereto as **Exhibit B**). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the Exhibits, this Agreement takes precedence over the exhibits and any inconsistency between exhibits will be resolved in the following order:

Exhibit A	The RFP
Exhibit B	Supplier’s Response
3. SCOPE OF SERVICES. Supplier, at the direction of PSTA, shall provide Heavy Duty Transit Vehicle Towing and Related Services to PSTA in accordance with the specifications and scope of work set forth in the RFP (the “Services”). It is the sole responsibility of Supplier to read the specifications and understand them. Supplier acknowledges that it has read the specifications for the Services and understands them. Supplier agrees to provide the Services in accordance with any advertising policies and procedures adopted by PSTA’s Board of Directors and as may be amended from time to time.
4. EFFECTIVE DATE AND TERM OF AGREEMENT. This Agreement shall become effective and commence on the date of award by PSTA’s Board of Director’s (“Effective Date”) and shall remain in effect for five (5) years.

5. TERMS OF PERFORMANCE.

5.01 Time for Completion. Supplier shall commence work under this Agreement immediately upon receipt of a written purchase order from PSTA for Supplier to perform the Services.

5.02 Representatives. Prior to the start of any work under this Agreement, Supplier shall designate a primary and alternate representative, who will have management responsibility for the Services and who have authority to act on technical matters and resolve problems with the Services and the Contract Documents, to PSTA in writing ("Supplier's Representative"). Such designation shall include the contact information (including phone numbers) of Supplier's Representative. PSTA will advise Supplier in writing of the personnel who will represent PSTA in the administration of the Contract Documents ("PSTA'S Representative"). Such writing from PSTA may include the specific duties of each individual and each representative's limits of authority.

5.03 Non-exclusive Contract. PSTA specifically reserves the right to contract with other entities for the Services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in PSTA's best interest. Supplier further acknowledges that multiple suppliers may be selected by PSTA in response to the RFP and that PSTA may order the Services from any or all of them in its sole discretion. Supplier shall collaborate with existing and future PSTA contractors, including research, public relations and advertising agencies, subcontractors, and Suppliers, upon request by PSTA.

5.04 Reviews. Throughout the entire term of this Agreement, including any Renewal Terms, Supplier shall allow representatives of PSTA to visit the offices and other places of Supplier's work periodically without prior notice to monitor Supplier's work completed or progress on the Services.

5.05 Supplier Responsibility. Supplier shall provide services of first quality, and all work and workmanship associated with the Services must be in accordance with customary standards of the various trades and industries involved in the Services. The Services and all work associated therewith shall be high-quality in all respects. No advantage will be taken by Supplier in the omission of any part or detail of the Services. Supplier hereby assumes responsibility for all materials, equipment, and processes used in the Services, whether the same is manufactured by Supplier or purchased readymade from a source outside Supplier's company.

5.06 Compliance with Laws. Supplier shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the Services and the Contract Documents including, but not limited to all rules and regulations related to safety and compliance therewith. PSTA will communicate directly with Supplier's Representative and shall have no authority to direct, oversee, or instruct Supplier's employees, subcontractors, or materialmen, or any other individuals performing the Services. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by PSTA in the Contract Documents shall not relieve Supplier of its obligations to comply with all laws fully and completely. Upon request, Supplier shall furnish to PSTA certificates of compliance with all such laws, orders and regulations. Supplier shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Services.

5.07 Ownership and Use of Materials. The Parties intend that the material produced by Supplier as part of the Services is "work for hire" as contemplated by the United States Copyright Act and is to be solely owned by PSTA. Notwithstanding the foregoing, Supplier hereby irrevocably grants and

assigns to PSTA all rights, title, and interest to all materials produced by Supplier under this Agreement, including, but not limited to, the sole, absolute and exclusive right, license and privilege to exhibit, distribute, market, transmit, duplicate, dub, perform, produce, reproduce, sublicense and otherwise use and exploit the material produced by Supplier throughout the world by all existing formats, including internet and mobile platform, and any as yet undiscovered methods and formats, and Supplier hereby grants PSTA all consent necessary to enable PSTA to exploit the material at its convenience. Supplier shall not be entitled to use the materials or any part of thereof produced under this Agreement, without PSTA's prior written consent, which PSTA may withhold in its sole and absolute discretion. Upon termination of this Agreement, however terminated, Supplier shall deliver to PSTA all papers and other materials related to the Services performed under this Agreement.

6. Obligations

6.1. Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Supplier, including its employees and subcontractors, in the performance of this Agreement, Supplier shall immediately notify PSTA's Representative in writing, and shall promptly furnish PSTA's Representative with complete information and/or disclosure thereon.

6.2. Representation. The Supplier must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of PSTA, and that neither Supplier nor its employees, agents, or subcontractors, retain any interest in and to the works and documents.

7. COMPENSATION. In consideration of Supplier's faithful performance of the Contract Documents, PSTA agrees to pay Supplier pursuant to the prices set forth in **Exhibit B**. Payment shall be made only for work which is actually performed and approved by PSTA. Supplier shall submit invoices to PSTA no later than the fifteenth (15) day of the month immediately following the month in which the work or services were performed. PSTA will make payment in accordance with the Florida Prompt Payment Act.

7.01 Invoices. All invoices shall be submitted in accordance with the Florida Prompt Payment Act with all details prescribed by PSTA, and delivered to the following address:

Pinellas Suncoast Transit Authority
Attention: Finance Department/Accounts Payable
Purchase Order or Contract #: _____
3201 Scherer Drive
St. Petersburg, Florida 33716
Or via E-Mail: Accountspayable@psta.net

7.02 Payment Due Date. Payment due date is calculated from the date PSTA's Accounts Payable Accountant has received and accepted the invoice pursuant to the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the accepted date. All invoices must have the PSTA Purchase Order Number on them in order to be considered a proper invoice.

7.03 Disputed Invoices. In the event of a disputed invoice, only that portion so contested may be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein.

8. MODIFICATION OF CONTRACT DOCUMENTS. The Contract Documents, including the scope, specification, and details of the Services may only be modified by written agreement of the Parties.

9. WARRANTIES AND COVENANTS.

9.01 Patent, Trademark, Copyright, and Trade Secret. Supplier warrants that the Services, and all works, documents, goods and services associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold PSTA, its officers, agents, employees, trustees and its successors and assigns, harmless from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. PSTA shall promptly notify Supplier of any such claim. PSTA makes no warranty that the production, sale or use of goods or services under this Agreement will not give rise to any such claim and PSTA shall not be liable to Supplier for any such claim brought against Supplier.

9.02 Covenants against Gratuities. Supplier warrants that he or she has not offered or given gratuities (in the form of entertainment, gifts, money, or otherwise) to any official or employee of PSTA with a view toward securing favorable treatment in the awarding, amending, or evaluating Supplier's performance under this Agreement.

10. ASSIGNABILITY AND SUBCONTRACTING. The terms and provisions of the Contract Documents shall be binding upon PSTA and Supplier, their respective partners, successors, heirs, executors, administrators, assigns and legal representatives.

10.01 Written Approval Required. The rights and obligations of Supplier may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without PSTA's prior written consent. Supplier may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by PSTA.

10.02 Responsibility for Subcontractors. If Supplier's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Supplier shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to PSTA. In the event of any noncompliance by any assignee or subcontractors, Supplier shall be directly and wholly responsible for the noncompliance of its assignee or subcontractor and shall bear all attributable costs.

10.03 Assignment by PSTA. PSTA may assign its rights and obligations under the Contract Documents to any successor to the rights and functions of PSTA or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent PSTA deems necessary or advisable under the circumstances.

10.04 E-Verify. Supplier shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed by Supplier throughout the term of this Agreement; and (b) all persons, including subcontractors, retained or hired by Supplier,

regardless of compensation, to perform work on the services provided pursuant to the Contract Documents.

10.05 Provision for other Governmental Entities. Unless otherwise stated in Supplier's Response, Supplier agrees to make the prices in Supplier's Response available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of the Contract Documents. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

11. DELAY IN PERFORMANCE/FORCE MAJEURE.

11.01 Time of the Essence. The timely receipt of the Services and all deliverables to PSTA is essential. If the Services and all deliverables associate therewith are not received on time, PSTA may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Supplier any increased costs and damages thereby incurred by PSTA.

11.02 Force Majeure. Supplier shall be entitled to a reasonable extension of time from PSTA for the delays resulting from damage to Supplier's and/or PSTA's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war, strikes or lockouts beyond the control of Supplier and its subcontractors ("Force Majeure"). Any delay other than one mentioned above shall constitute a breach of Supplier's obligations under the Contract Documents.

11.03 Unavoidable Delay. If delivery of the Services, and all deliverables thereunder, is unavoidably delayed, PSTA may, in its sole discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Supplier's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Supplier, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Supplier to miss delivery dates and could not adequately have been guarded against.

11.04 No Damages for Delay. Supplier shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by PSTA. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Services or substantial increases in the costs of performing the work under the Contract Documents.

11.05 Notification. Supplier will notify PSTA as soon as Supplier has, or should have, knowledge that an event has occurred which will delay completion of the Services. Within five (5) working days, Supplier will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. Supplier shall supply, as soon as such data is available, any reasonable proofs that are required by PSTA to make a decision on any request for extension. PSTA will examine the request and any documents supplied by Supplier and will determine if Supplier is entitled to an extension and the duration of such extension. PSTA will notify Supplier of its decision in writing. It is expressly understood and agreed that Supplier will not be entitled to any extension and the granting of such extension is in the sole discretion of PSTA. It is further expressly understood

that Supplier shall not be entitled to any damages or compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

12. TERMINATION OF AGREEMENT. This Agreement may be terminated with or without cause or penalty in accordance with the provisions below.

12.01 Without Cause. For and in consideration of \$10.00, if PSTA determines that it is in its best interest to do so, PSTA may terminate this Agreement without cause or penalty upon thirty (30) days' written notice to Supplier. Any such termination shall be without any penalty or expense to PSTA. If PSTA terminates this Agreement pursuant to this subsection, Supplier shall promptly submit to PSTA its costs to be paid on work performed up to the time of termination. If Supplier has any property belonging to PSTA in its possession, Supplier shall account for the same and dispose of it as directed by PSTA, or return to PSTA.

12.02 With Cause. PSTA may terminate this Agreement with cause and without penalty at any time immediately upon written notice to Supplier, if: (1) Supplier fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Supplier fails to perform in the manner called for in the Contract Documents; or (3) Supplier does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, PSTA may allow Supplier an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, PSTA's written notice of termination to Supplier shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Supplier may terminate this Agreement for cause if PSTA fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Supplier must first provide notice of the alleged breach to PSTA and give PSTA thirty (30) days written notice to cure the alleged breach. If PSTA cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Supplier may not terminate this Agreement.

12.03 Re-procurement. Should this Agreement be terminated by PSTA for cause under this Section, Supplier shall be liable for all expenses incurred by PSTA in re-procuring elsewhere the same or similar items or services offered by Supplier.

12.04 Force Majeure. If it is later determined by PSTA that Supplier's failure to perform was a result of a Force Majeure, PSTA may allow Supplier to continue performance under a new time for performance or treat the termination as if terminated without cause under Section 11.01 of this Agreement.

12.05 Appropriation. In the event PSTA, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Supplier under this Agreement, PSTA shall notify Supplier of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to PSTA.

12.06 Waiver of Remedies for any Breach. In the event that PSTA elects to waive its remedies for any breach by Supplier of any covenant, term or condition of this Agreement, such waiver by PSTA shall only be valid if set forth in writing and shall not limit PSTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

13. DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION.

13.01 Disputes. Disputes raised by Supplier which are not resolved amicably by the Parties shall be decided in writing by PSTA's Director of Procurement. This decision shall be final and conclusive

unless within ten (10) days from the date of receipt of its copy, Supplier mails or otherwise furnishes a written appeal to PSTA's Chief Executive Officer. In connection with any such appeal, Supplier shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of PSTA's Chief Executive Officer shall be final and binding upon Supplier and Supplier shall abide by the decision.

13.02 Performance During Dispute. Unless otherwise directed by PSTA, Supplier shall continue performance under this Agreement while matters in dispute are being resolved.

13.04 Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by PSTA or Supplier shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as specifically set forth herein or as may be specifically agreed in writing.

13.05 Attorneys' Fees. In the event of legal action or other proceeding arising under this Agreement, PSTA shall be entitled to recover from Supplier all its reasonable attorneys' fees and costs incurred by PSTA in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings filed by or against Supplier. PSTA also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to PSTA. The reasonable costs to which PSTA will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statutes, rule or guideline.

14. INDEMNIFICATION

14.01 Indemnification. The parties recognize that Supplier is an independent supplier. Supplier agrees to assume liability for and indemnify, hold harmless, and defend PSTA, its board members, officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, whether or not due to or caused by the negligence of PSTA, its board members, officers, employees, agents, and/or attorneys excluding only the sole negligence of PSTA, its officers, employees, agents, and attorneys. This includes claims made by the employees of Supplier against PSTA, and Supplier hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Supplier's liability hereunder shall include all attorneys' fees and costs incurred by PSTA in the enforcement of this indemnification provision. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which PSTA is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and

shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

14.02 Control of Defense. Subject to the limitations set forth in this provision, Supplier shall assume control of the defense of any claim asserted by a third party against PSTA arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at Supplier's expense. Supplier shall have the right, at its option, to participate in the defense of any third party claim, without relieving Supplier of any of its obligations hereunder. If Supplier assumes control of the defense of any third party claim in accordance with this paragraph, Supplier shall obtain the prior written consent of PSTA before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, Supplier shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by PSTA and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of PSTA, be detrimental in any material respect of PSTA's reputation; (ii) the third party claim seeks an injunction or equitable relief against PSTA; or (iii) Supplier has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

15. INSURANCE

15.01 Insurance. Supplier must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below by the Effective Date. Failure to provide insurance by the Effective Date shall constitute a material breach of this Agreement and may result in PSTA terminating this Agreement, without any penalty or expense to PSTA.

Delays in commencement due to failure to provide satisfactory evidence of insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event Supplier has subcontractors perform any portion of the work in the Contract Documents; either Supplier shall name those subcontractors as "additional insured" or each Subcontractor shall be required to have the same insurance requirements as Supplier. Insurance must be maintained throughout the entire term of this Agreement, insurance of the types and in the amounts set forth. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced or termination of this Agreement. For services with a "Completion Operation Exposure", Supplier shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. Supplier shall provide PSTA with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements to PSTA's Purchasing/Risk Management Division. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If Supplier has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers' Compensation, PSTA's Purchasing/Risk Management Department shall recognize and honor such status. Supplier may be required to

submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on Supplier's Excess Insurance Program. If Supplier participates in a self-insurance fund, updated financial statements may be required upon request, such self-insurance fund shall only be accepted, at the sole discretion of PSTA, and only if PSTA finds the financial statements to be acceptable. Supplier shall provide to PSTA's Purchasing/Risk Management Department, satisfactory evidence of the required insurance by, either:

- A Certificate of Insurance with the additional insured endorsement.
- A Certified copy of the actual insurance policy.
- The Most Recent Annual Report or Audited Financial Statement (Self-Insured Retention (SIR) or deductible exceeds \$100,000).

PSTA, at its sole option, has the right to request a certified copy of policies required by this Agreement. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to the PSTA, if requested by the PSTA, Supplier shall, within thirty (30) days after receipt of a written request from the PSTA, provide the PSTA with a certified copy or certified copies of the policy or policies providing the coverage required herein. Supplier may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required herein.

The acceptance and approval of Supplier's Insurance shall not be construed as relieving Supplier from liability or obligation assumed under this Agreement or imposed by law. PSTA, Board Members, Officers and Employees will be included "Additional Insured" on all policies, except Workers' Compensation and Professional Liability coverage.

Should at any time Supplier not maintain the insurance coverage's required by this Agreement, PSTA may either cancel or suspend delivery of goods or services as required by Supplier or, at its sole discretion, shall be authorized to purchase such coverage and charge Supplier for such coverage purchased. PSTA shall be under no obligation to purchase such insurance or be responsible for the coverage's purchased or the responsibility of the insurance company/companies used. The decision of PSTA to purchase such insurance coverages shall in no way be construed to be a waiver of its rights.

Any certificate of insurance evidencing coverage provided by a leasing company for either workers' compensation or commercial general liability shall have a list of employees certified by the leasing company attached to the certificate of insurance. PSTA shall have the right, but not the obligation to determine that Supplier is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by Supplier, Supplier has the option to work without penalty until PSTA identify proof of coverage or removal of the employee by Supplier occurs, or alternately find Supplier to be in default and takes over the protective measures as needed.

The insurance provided by Supplier shall apply on a primary basis to any insurance or self-insurance maintained by any participating agency. Any insurance, or self-insurance, maintained by a participating agency shall be excess of, and shall not contribute with, the insurance provided by Supplier.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Supplier shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, PSTA may permit the application of a deductible or permit Supplier to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Supplier shall pay on behalf of PSTA and PSTA's board members, officers or employees, any deductible or self-insured retention applicable to a claim against PSTA and PSTA's board members, officer(s) or employee(s).

15.02 Waivers. All insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of PSTA, from Supplier and Supplier will ensure the compliance with any subcontractors.

I. Project Specific Insurance Requirements - The Following policies and minimum coverage shall be maintained throughout the entire term of this Agreement which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for services with a Completed Operations exposure, are as follows:

A. Commercial General Liability Insurance: including, but limited to, Independent Contractors, Supplier Liability Premises/Operations, Completed Operations, and Personal Injury. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. PSTA, its board members, officers, and employees shall be added as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owners, Lessees, or Suppliers).

Minimum required Commercial General Liability coverage will include:

- (i) Premises Operations
- (ii) Products and Completed Operations
- (iii) Blanket Contractual Liability
- (iv) Personal Injury Liability
- (v) Expanded Definition of Property Damage
- (vi) \$1,000,000 Aggregate

An Occurrence Form Policy is preferred. If coverage is a Claims Made Policy, provisions should include for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of two (2) years following the expiration of this Agreement.

15.03 Vehicle Liability Insurance - Recognizing that the work governed by the Contract Documents requires the use of vehicles, Supplier, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of this Agreement and include, as a minimum, liability coverage for:

Owned, Non-owned, and Hired vehicles and with the minimum limits at \$1,000,000 Combined Single Limit (CSL).

This policy should not be subject to any aggregate limit.

On-Hook Coverage – Recognizing that the work governed by the Contract Documents requires the use of Tow Trucks and Wreckers, Supplier, prior to the commencement of work, shall obtain On-Hook Insurance (Covers motor vehicles while being towed or transported by your vehicle and driver. Some Insurance companies extend the Garagekeepers coverage form to include vehicles in tow, while others write a separate form). Coverage shall be maintained throughout the life of this Agreement and provide minimum liability limits of \$1,000,000 with no aggregate limits.

Workers' Compensation Insurance. Prior to beginning work, Supplier shall obtain Workers' Compensation Insurance with must have limits sufficient to meet the requirements of Florida Statutes Limits per Chapter 440. Supplier shall maintain throughout, and will remain in force during the term of this Agreement for all employees engaged in work under this contract.

The Employers' Liability Insurance with limits no less than:

- \$500,000 Bodily Injury by Accident
- \$1,000,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee.

The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against the all participating agencies, and their respective officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with all participating agencies, and their officers and employees scheduled thereon.

16. MISCELLANEOUS PROVISIONS

16.01 Venue and Jurisdiction. The Contract Documents shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. Supplier and PSTA consent to jurisdiction over them and agree that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pinellas County, Florida, and for any federal actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division.

16.02 Entire Agreement. The Contract Documents, including all exhibits, constitute the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, proposals and/or understandings. There are no representations or warranties unless set forth in the Contract Documents.

16.03 Public Records Requirements. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of PSTA, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by PSTA to perform the work contemplated by this Agreement; (b) upon request from PSTA's custodian of public records, provide PSTA with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following

completion or termination of this Agreement, if Contractor does not transfer the records to PSTA in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if PSTA, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to PSTA, Contractor shall transfer, at no cost, to PSTA, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by PSTA, Contractor shall keep and maintain the Public Records required by PSTA to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to PSTA pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to PSTA and provide PSTA with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to PSTA, upon request from PSTA's custodian of public records, in a format that is compatible with the information technology of PSTA. If Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, PSTA may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of PSTA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: _____ **E-mail address:** _____

Mailing address: _____

16.04 Notices. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

To PSTA:

Pinellas Suncoast Transit Authority
Attn: Director of Procurement
3201 Scherer Drive
St. Petersburg, FL 33716

To Supplier:

With required copy to:

Sangita Land, C.C.O.
Pinellas Transit Authority
3201 Scherer Drive
St. Petersburg, Florida 33716

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

16.05 Severability. If any one or more of the provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though that portion had never been a part thereof.

16.06 Modification. The Contract Documents may not be amended or altered without prior written approval by PSTA. Contractor shall be liable for all costs resulting from and/or for satisfactorily correcting any specification, change not properly ordered by written modification to the Contract Documents and signed by PSTA.

16.07 Headings and Section References. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

16.08 Authorization. Both parties to this Agreement represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the parties executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the date first above written.

SUPPLIER:

PSTA:

By: _____
Duly Authorized Designee

By: _____
Brad Miller, CEO

WITNESS:

Approved as to form:

By: _____

By: _____
Sangita Land, COO

**Exhibit B
Pricing – Years 1-5**

Item Number	Description	Estimated Annual Tows per Year	Cost Per Tow
1A	Wheel Lift Tow	560	\$150.000
1B	Trailer Tow	240	\$250.00
2	Towing cars, pick-up trucks, cut-away, vans, etc. by front end, rear end, or roll back	50	\$65.00

Charge for towing also includes the State Statutory requirements for the towing company to clean-up the scene of any stray vehicle parts/pieces as well as provide any flares or other safety lighting at the scene. Proposer is subject to call 24-hours per day, 365 days per year. Additional charges are not permitted for after hours, or holiday calls.

For the items below, enter the unit rate (.e. hourly rate) for each line item.			
Item Number	Description	Unit of Measure	Amount
3	Wait Time in Excessive of thirty (30) minutes after arrival time.	15 minutes	\$15.00
4	Unusual recoveries (multiple vehicle accident or overturned vehicle) – cost per truck per hour.	Hourly	\$150.00
5	Jump start vehicle; cars, trucks, vans (price to include all charges to complete this service)	Hourly	\$35.00
6	Change Flat Tire with spare; cars, vans, trucks (price to include all charges to complete this service)	Per Vehicle	\$45.00
7	Locked Out Services	Occurrence	\$30.00
8	Other (Be Specific) Airbags	Each	\$400.00
9	Other (Be Specific) Rotator Recovery	Each	\$500.00



RESOLUTION #16-07

A RESOLUTION OF THE PINELLAS SUNCOAST TRANSIT AUTHORITY APPROVING JOINT PARTICIPATION AGREEMENT FPN 402513-1-84-17 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE PINELLAS SUNCOAST TRANSIT AUTHORITY FOR BLOCK GRANT PROGRAM FUNDS FOR OPERATING ASSISTANCE; AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE JOINT PARTICIPATION AGREEMENT, INCLUDING ANY SUPPLEMENTAL AGREEMENTS OR AMENDMENTS.

WHEREAS, the State of Florida Department of Transportation and the Pinellas Suncoast Transit Authority are authorized to enter into Joint Participation Agreements for the joint exercise of power; and

WHEREAS, the State of Florida Department of Transportation is interested in assisting localities with their public transportation operations and facilities; and

WHEREAS, the State of Florida Department of Transportation has funding available through its Public Transit Block Grant Program to assist the Pinellas Suncoast Transit Authority (PSTA) in the provision of public transit services; and

WHEREAS, the Florida Department of Transportation will provide \$4,179,395 in Public Transit Block Grant Program funds for FDOT Fiscal Year 2017 to PSTA.

NOW, THEREFORE, BE IT RESOLVED BY THE PINELLAS SUNCOAST TRANSIT AUTHORITY BOARD OF DIRECTORS THAT:

1. Joint Participation Agreement, FPN 402513-1-84-17 is approved.
1. PSTA's Chief Executive Officer is authorized to execute Joint Participation Agreement, FPN 402513-1-84-17, any other associated instruments, and any amendments or supplemental agreements on behalf of PSTA.
2. The Chief Executive Officer is authorized to furnish such additional information as the Florida Department of Transportation may require in connection with the application for the grants.

Adopted this 27th day of July, 2016.

ATTEST:
AUTHORITY

PINELLAS SUNCOAST TRANSIT
PINELLAS COUNTY, FLORIDA

Janet C. Long, Secretary-Treasurer

Darden Rice, Chairperson

APPROVED AS TO FORM

Alan S. Zimmet
PSTA General Counsel



RESOLUTION #16-08

A RESOLUTION OF THE PINELLAS SUNCOAST TRANSIT AUTHORITY APPROVING JOINT PARTICIPATION AGREEMENT FPN 410695-1-84-17 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE PINELLAS SUNCOAST TRANSIT AUTHORITY IN URBAN CORRIDOR PROGRAM FUNDS FOR THE CONTINUATION OF ROUTE 100X SERVICE; AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE JOINT PARTICIPATION AGREEMENT, INCLUDING ANY SUPPLEMENTAL AGREEMENTS OR AMENDMENTS.

WHEREAS, the State of Florida Department of Transportation and the Pinellas Suncoast Transit Authority (PSTA) are authorized to enter into joint participation agreements for the joint exercise of power; and

WHEREAS, the State of Florida Department of Transportation is interested in assisting localities with their public transportation operations and facilities; and

WHEREAS, the State of Florida Department of Transportation has funding available through its Urban Corridor Program for the continuation of PSTA's Express Route 100X; and

WHEREAS, the Florida Department of Transportation will provide \$155,100 in Urban Corridor Program funds for Route 100X in FDOT Fiscal Year 2017 to PSTA.

NOW, THEREFORE, BE IT RESOLVED BY THE PINELLAS SUNCOAST TRANSIT AUTHORITY BOARD OF DIRECTORS THAT:

1. Joint Participation Agreement, FPN 410695-1-84-17 is approved.
2. PSTA's Chief Executive Officer is authorized to execute Joint Participation Agreement, FPN 410695-1-84-17, any other associated instruments, and any amendments or supplemental agreements on behalf of PSTA.
3. The Chief Executive Officer is authorized to furnish such additional information as the Florida Department of Transportation may require in connection with the application for the grants.

Adopted this 27th day of July, 2016.

ATTEST:
AUTHORITY

Janet C. Long, Secretary-Treasurer

PINELLAS SUNCOAST TRANSIT
PINELLAS COUNTY, FLORIDA

Darden Rice, Chairperson

APPROVED AS TO FORM

Alan S. Zimmet
PSTA General Counsel



RESOLUTION #16-09

A RESOLUTION OF THE PINELLAS SUNCOAST TRANSIT AUTHORITY APPROVING JOINT PARTICIPATION AGREEMENT FPN 418265-1-84-12 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE PINELLAS SUNCOAST TRANSIT AUTHORITY IN URBAN CORRIDOR PROGRAM FUNDS FOR THE CONTINUATION OF ROUTE 300X SERVICE; AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE JOINT PARTICIPATION AGREEMENT, INCLUDING ANY SUPPLEMENTAL AGREEMENTS OR AMENDMENTS.

WHEREAS, the State of Florida Department of Transportation and the Pinellas Suncoast Transit Authority (PSTA) are authorized to enter into joint participation agreements for the joint exercise of power; and

WHEREAS, the State of Florida Department of Transportation is interested in assisting localities with their public transportation operations and facilities; and

WHEREAS, the State of Florida Department of Transportation has funding available through its Urban Corridor Program for the continuation of PSTA's Express Route 300X; and

WHEREAS, the Florida Department of Transportation will provide \$165,100 in Urban Corridor Program funds for Route 300X in FDOT Fiscal Year 2017 to PSTA.

NOW, THEREFORE, BE IT RESOLVED BY THE PINELLAS SUNCOAST TRANSIT AUTHORITY BOARD OF DIRECTORS THAT:

1. Joint Participation Agreement, FPN 418265-1-84-12 is approved.
2. PSTA's Chief Executive Officer is authorized to execute Joint Participation Agreement, FPN 418265-1-84-12, any other associated instruments, and any amendments or supplemental agreements on behalf of PSTA.
3. The Chief Executive Officer is authorized to furnish such additional information as the Florida Department of Transportation may require in connection with the application for the grants.

Adopted this 27th day of July, 2016.

ATTEST:
AUTHORITY

Janet C. Long, Secretary-Treasurer

PINELLAS SUNCOAST TRANSIT
PINELLAS COUNTY, FLORIDA

Darden Rice, Chairperson

APPROVED AS TO FORM

Alan S. Zimmet
PSTA General Counsel



RESOLUTION #16-10

A RESOLUTION OF THE PINELLAS SUNCOAST TRANSIT AUTHORITY APPROVING JOINT PARTICIPATION AGREEMENT FPN 430320-1-84-06 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE PINELLAS SUNCOAST TRANSIT AUTHORITY IN URBAN CORRIDOR PROGRAM FUNDS FOR THE CONTINUATION OF CURLEW ROAD CONNECTOR ROUTE SERVICE; AND AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXECUTE THE JOINT PARTICIPATION AGREEMENT, INCLUDING ANY SUPPLEMENTAL AGREEMENTS OR AMENDMENTS.

WHEREAS, the State of Florida Department of Transportation and the Pinellas Suncoast Transit Authority (PSTA) are authorized to enter into joint participation agreements for the joint exercise of power; and

WHEREAS, the State of Florida Department of Transportation is interested in assisting localities with their public transportation operations and facilities; and

WHEREAS, the State of Florida Department of Transportation has funding available through its Urban Corridor Program for the continuation of PSTA's Curlew Road Connector (Flex); and

WHEREAS, the Florida Department of Transportation will provide \$211,000 in Urban Corridor Program funds for the Curlew Road Connector in FDOT Fiscal Year 2017 to PSTA.

NOW, THEREFORE, BE IT RESOLVED BY THE PINELLAS SUNCOAST TRANSIT AUTHORITY BOARD OF DIRECTORS THAT:

1. Joint Participation Agreement, FPN 430320-1-84-06 is approved.
2. PSTA's Chief Executive Officer is authorized to execute Joint Participation Agreement, FPN 430320-1-84-06, any other associated instruments, and any amendments or supplemental agreements on behalf of PSTA.

3. The Chief Executive Officer is authorized to furnish such additional information as the Florida Department of Transportation may require in connection with the application for the grants.

Adopted this 27th day of July, 2016.

ATTEST:
AUTHORITY

PINELLAS SUNCOAST TRANSIT
PINELLAS COUNTY, FLORIDA

Janet C. Long, Secretary-Treasurer

Darden Rice, Chairperson

APPROVED AS TO FORM

Alan S. Zimmet
PSTA General Counsel