

AGREEMENT
BY AND BETWEEN
THE CITY OF NEW HAVEN
AND
VEORIDE CORPORATION
FOR
PROFESSIONAL SERVICES
SHARED MICROMOBILITY AGREEMENT

2024 -CON-0565

PART I

This Agreement, consisting of Parts I and II, and Exhibits A-C, effective as of the ___ day of ___ 202__, by and between the City of New Haven, with offices at 165 Church Street, New Haven, CT 06510 (hereinafter referred to as the "City"), and VeoRide Corporation, a California corporation, with a mailing address of 1334 Third Street, Promenade, STE 300, Santa Monica, CA 90401 (hereinafter referred to as the "Contractor"). The City and the Contractor may be referred to as a "Party" or "Parties."

WITNESSETH THAT:

WHEREAS, Micromobility is defined as new modes of short-trip, urban transportation, including light vehicles such as pedal bicycles, electric-assist bicycles, and electric scooters, typically accessed by users via a mobile app; and

WHEREAS, the City has determined that it needs micromobility services; and

WHEREAS, the Contractor is qualified to provide the services; and

WHEREAS, pursuant to a Request for Proposals ("RFP") facilitated by the Capitol Region Council of Governments ("CRCOG"), VEO was selected to implement a regional micromobility system (the "System") at no cost to New Haven, Connecticut, and other participating municipalities; and

WHEREAS, CRCOG and VEO have entered into a Professional Services Agreement to facilitate implementation of said regional micromobility system; and

WHEREAS, CRCOG, VEO, and CITY have entered into a Side Letter Agreement formally acknowledging CITY's participation in the regional micromobility system as a member of the Capitol Region Purchasing Council and acknowledging CITY's agreement to be bound by the terms of the Professional Services Agreement; and

WHEREAS, the CITY and VEO desire to enter into and execute this Agreement on the terms and conditions set forth herein; and

NOW, THEREFORE, the City and the Contractor hereby agree as follows:

SECTION 1: ENGAGEMENT

101. The City hereby engages the Contractor and the Contractor hereby agrees to perform the services set forth herein in accordance with the terms and conditions and for the consideration set forth herein.

102. The person in charge of administering the services described under this Agreement on behalf of the City shall be Sandeep Aysola, or such other person as designated in writing.

103. The person responsible for the services to be performed by the contractor shall be VEO Project Managers Jeff Hoover, Tiannis Coffie, and Paul Webb. The Contractor may only engage subcontractors to perform any aspect of the services set forth in this Agreement with the express written approval of the City.

SECTION 2: SCOPE OF SERVICES

201. The Contractor shall perform the services set forth under this Agreement, including Exhibit A, in a satisfactory manner, as reasonably determined by the City. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the City; provided, however, the Contractor shall not be required to make revisions at its sole cost and expense where the revisions are based upon considerations outside the scope of services initially given to the Contractor.

202. All drawings, reports, and documents prepared by the Contractor under this Agreement shall be submitted to the City for review and approval. The City shall review and respond to materials submitted by the Contractor within thirty (30) calendar days. In the event the City disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to properly review the submission, the Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material for review and approval.

203. In performing the services required under this Agreement, the Contractor shall consult with the City's Transportation, Traffic and Parking Department, and shall meet, as appropriate, with other City employees or officials and with other persons or entities, as necessary, including State and Federal officials and/or neighborhood groups or organizations.

204. The services to be performed by the Contractor are set out in Exhibit A attached hereto and incorporated herein by reference. In the event any provision of Exhibit A conflicts with any provision of Part I or Part II of this Agreement, said Part I or Part II shall be controlling.

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. The City will provide the Contractor with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder and will endeavor to secure materials or information from other sources requested by the Contractor for the purpose of carrying out services under this Agreement.

SECTION 4: TIME OF PERFORMANCE

401. The effective date of this agreement shall be when this agreement is fully executed.. Contractor may begin service provision to the general public on/after full execution by the Board of Alderper and the Mayor.

402. The Contractor shall perform the services set forth in Section 2 of this Agreement at such times and in such sequence as may be directed by the City.

403. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the City, unless otherwise terminated by the parties hereto, but in any event shall terminate no later than June 30, 2029. If applicable, the City and Contractor in mutual assent may renew this Agreement at the same rate, terms, and conditions in accordance with the relevant provisions of the RFP, but only to the extent that such provisions exist in the RFP.

404. Notwithstanding any other provision in this Agreement, the Parties may terminate this Agreement for any reason upon forty-five (45) days written notice to the Contractor. The Contractor shall be paid for satisfactory services rendered up to the termination date upon submission to the City of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate transfer to a new Contractor.

SECTION 5: COMPENSATION

501. The Contractor will provide, maintain, and support the System at no cost to the City.

502. The Contactor may charge end users a fee to use the SYSTEM, in amounts determined in the Contractor's sole discretion, and shall be entitled to retain all revenue derived therefrom.

503. The Contractor will maintain an equity program offering discounted pricing and opportunities as outlined in the Contractor's proposal to CRCOG.

SECTION 6: INSURANCE AND INDEMNIFICATION

601. The Contractor shall indemnify, defend and save harmless the City and its officers, agents, and employees from and against all actions, lawsuits, claims, damages, losses, judgments, liens, and expenses, including but not limited to reasonable attorney's fees, arising out of or

resulting directly or indirectly from the performance of services of the Contractor set forth under this Agreement

602. Insurance requirements are set forth in the attached Insurance Risk Template 100. In the event of any conflict between Insurance Risk Template 100 and this Section 6, Insurance Risk Template 100 shall control.

SECTION 7: TERMS AND CONDITIONS

701. This Agreement is subject to and incorporates the provisions attached hereto as City of New Haven Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of said Part II conflicts with any provision of this Part I of this Agreement, Part I shall be controlling.

702. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven.

703. The parties agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

704. The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

705. This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.

706. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

707. Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

708. The Parties may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments executed by both parties to this Agreement.

709. References herein in the masculine gender shall also be construed to apply to the feminine gender.

710. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: VeoRide Corporation
1334 Third Street, Promenade,
STE 300,
Santa Monica, CA 90401
Jeff Hoover, jhoover@veoride.com
Tiannis Coffie, tcoffie@veoride.com
Paul Webb, pwebb@veoride.com
NHVops@veoride.com

City: Transportation Traffic and Parking Department
City of New Haven
200 Orange Street
New Haven, CT 06510
Sandeep Aysola, saysola@newhavenct.gov

With a copy to: Office of the Corporation Counsel
City of New Haven
165 Church Street,
4th Floor
New Haven, CT 06510
Attorney Michael P. Bowler
Assistant Corporation Counsel
mbowler@newhavenct.gov

Veoride, Inc
1334 Third Street Promenade
STE 300
Santa Monica, CA 90401
Alexander Keating
Head of Policy and Partnerships
legal@veoride.com

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CONTRACTOR:
VeoRide Corporation

CITY:
CITY OF NEW HAVEN

By: _____
Alexander Keating
Head of Policy and Partnerships
Duly Authorized
Date: _____

By: _____
Justin Elicker
Mayor
Date: _____

Approved as to Form and Correctness:

Michael P. Bowler
Assistant Corporation Counsel

DRAFT FOR REVIEW

CITY OF NEW HAVEN
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES
PART II - TERMS AND CONDITIONS

1. Personnel. (a) The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

(b) All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

(c) No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Agreement. The foregoing sentence shall not be interpreted to interfere with the Contractor's compliance with the City's Ban the Box requirements.

2. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deductions or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, as now codified in 18 U.S.C. § 874 and 40 U.S.C. § 3145. The Contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements thereof.

3. Withholding of Salaries. If, in the performance of this Agreement, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the City shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salary actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

4. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Contractor to the City, and the City's decision regarding such claims and disputes shall be final. Particularly with respect to this Section and Section 5 above, the City reserves the right to inspect Contractor's records with respect to this Agreement and specifically, without limiting the generality of the foregoing, payroll and employee records with respect to the work performed pursuant to this Agreement.

5. Equal Employment Opportunity.

A. During the performance of this Agreement, the Contractor agrees as follows:

i) To comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;

ii) Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, national origin, or any other State or Federal protected class status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, physical handicap, or any other State or Federal protected class status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training, including apprenticeship;

iii) To post, in conspicuous places available to employees and applicants for employment, notice is to be provided by the Contractor setting forth the provisions of this nondiscrimination clause;

iv) To state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability, national origin, or any other State or Federal protected class status;

B. And where this contract involves construction, or is a "public contract" as defined in section 12 ½ -19(o) of the City's Code of General Ordinances, then the contractor additionally agrees:

i) To send to each labor union or representative of workers with whom the Contractor has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under the equal opportunity clause of the City, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;

ii) To utilize State of Connecticut Labor Department and City sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;

iii) To take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subcontracting, or for any additional services, supplies, or work which may be required as a result of this Agreement;

iv) To cooperate with City departments in implementing required Agreement obligations for increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;

v) To furnish all information and reports required by the contract compliance director pursuant to sections 12 ½-19 through 12 ½-33 of the City's Code of General Ordinances and to permit access to the Contractor's books, records, and accounts by the contracting agency, the contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the program;

vi) To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (1) through (8) herein, including penalties and sanctions for noncompliance, provided however that, in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part, under one or more federal assistance programs, the Contractor or the City may ask the United States to enter into such litigation to protect the interest of the United States;

vii) To file, along with its subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in this Agreement by the contract compliance director of the City. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors, if any;

viii) To include the provisions of sub-paragraphs (1) through (9) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;

ix) That a finding, as hereinafter provided, of a refusal by the Contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:

(a) Withholding of all future payments under the involved public contract to the Contractor in violation, until it is determined that the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;

(b) Refusal of all future bids for any public contract with the City, or any of its departments or divisions, until such time as the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;

(c) Cancellation of this Agreement;

(d) Recovery of specified monetary penalties;

(e) In case of substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors, or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy as herein outlined.

6. Discrimination Because of Certain Labor Matters Related to Construction Contracts. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because it has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

7. Assignability. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City, provided, however, that claims for money due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

8. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

9. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

10. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

11. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve-month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements, and canceled checks.

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DRAFT FOR REVIEW

CITY OF NEW HAVEN
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES
PART III – SERVICE LEVEL AGREEMENT AND RESPONSE TIMES

Reported issues	Response period
Illegal riding (Underage riders, multiple people per device, failure to follow traffic laws, etcetera)	72 hours
Inoperable or unsafe to ride device	Deactivated within 1 hour from report to Veo; Removed from ROW within 24 hours
Improper parking on private property (Where the property owner has otherwise not given written consent)	4 hours
Improper parking on public property: non-ADA report	12 hours
Improper parking on public property: ADA report	2 hours
Idle devices	7 days
Other issues (Non-emergency)	48 hours
Other issues (Emergency, major traffic safety, or public safety)	1 hour

DRAFT FOR REVIEW