

DOWNTOWN TRANSIT SERVICE FRANCHISE AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of November, 2016, by and between the CITY OF NAPLES, NAPLES, FLORIDA, hereinafter referred to as "City" or "Grantor"; and Slidr LLC, hereinafter referred to as "Grantee";

NOW, THEREFORE, WITNESSETH: That for and in consideration of the benefits to be derived by the City of Naples and its inhabitants from the operation of a private passenger transit route along certain streets within the City limits of Naples and of the mutual covenants herein contained, the parties hereto agree as follows:

1. The City hereby grants to the Grantee the non-exclusive right and privilege to operate up to eight (6) passenger vehicles, descriptions and operating data set forth in the attached 'Operations Plan', across and along designated streets and avenues of the City and into and from suburban communities for the purpose of providing a free on demand ride service. Transit services to be provided by the Grantee are outlined in the attached 'Operations Plan' which provides stops, schedules, vehicle listing, operating information and additional qualifying information. This agreement recognizes the right of the Grantee to provide special charters/destination-to-destination services within the City of Naples subject to either the destinations being private property or the destinations being subject of administrative approval.
2. By virtue of this agreement, Grantee is required to operate said vehicles in a safe and efficient manner conducive to the utmost protection of the public at all times, to obtain all required permits and licenses and to observe all traffic regulations and city, county, state and deferral laws applicable to the operation thereof and to follow the attached 'Operation Plan'.
3. Grantee acknowledges that nothing contained in this agreement waives any defenses the City may have for any liability pursuant to actions of the Grantee. Further, the City does not waive any defenses it may have. Nothing herein is intended to alter any immunity in tort or otherwise impose liability on the City. Nevertheless, Grantee shall save the city harmless from any and all losses, claims for personal injury or death of any person, suits and actions at law of every kind and description arising or resulting from the operation of said vehicle. For this purpose Grantee shall provide for public liability and property damage insurance to be carried in the minimum amount as required by the City of Naples, covering the use of said vehicles and providing protection against any and all claims for personal injury or death of any person and property damage which may arise out of or in connection with, the operation of said vehicles. The City of Naples shall be named as additionally insured on the insurance policy and certificate of insurance. Grantee shall furnish a copy of the certificate of

insurance reflecting said coverage to the City Manager prior to the adoption of this agreement and annually thereafter.

4. Signage: Transit stops and/or loading zones in the public right-of-way designated for use by more than one transportation service company/grantee shall be subject of generic signing per the FHWA Manual on Traffic Control Devices (MUTCD) and such signing shall be installed by the City at the Grantee's cost. Signing at these stops/loading zones may be supplemented by route/destination/scheduling materials provided by the Grantee and approved by the City. Grantee shall not be permitted to install or move transit stop signs on any City right-of-way. Where transit stops and/or loading zones are used by a single transportation service company/grantee, the grantee shall provide a signage plan to the City for consideration. Size, message and color of signs and related materials shall be reviewed prior to approval or denial from the City Manager's Office. Nothing in this section guarantees the Grantee any right to signage. Any signs authorized by the City shall be the Grantee's responsibility to replace should they become missing.
5. Grantee shall not assign any rights or obligations under this Agreement without the prior approval of the City Manager.
6. During the approved operating hours and consistent with approval of the 'Operation Plan' and use of the public right-of-way, Grantee agrees that said vehicles will stop in the public right-of-way only for traffic signals and traffic controls and only at approved stops for loading and unloading that have been identified below. Approved transit stop/bus stop/loading zone locations are as follows:
 1. Naples City Dock (loading zone-Public)
 2. 3rd Street South (public bus stop)
 3. Naples City Pier (12th Ave South beach end-Public)
 4. Alleyway South of 5th Ave South at the Spring Lake Overlook (Public)
 5. Cambier Park Way (alleyway) at Cultural Walkway (Public)
 6. Alleyway at Public Parking Garage at 8th Street South and 4th Ave South
 7. Alleyway at Public Parking Garage at 8th Street South and 6th Avenue South
 8. Trianon Hotel Private Entrance at 955 7th Ave South
 9. Tin City Private Parking Lot
 10. Cove Inn Private Parking Lot
 11. Naples Beach Club and Hotel Private Parking Lot

Modifications of routes may be approved by the City Manager. Such routes may be revised from time to time by the City Manager for public safety and/or public demand so long as the routes do not make frequent or undue use of residential side streets within the City nor tend to overcrowd commercial locations and traffic areas. The City reserves the right to modify the proposed routes, transit stops in the public right-of-way, and/or schedules to address traffic concerns or otherwise to be in the best

interest of the public. Deviation from approved routes or schedules may result in suspension or termination of this Agreement.

The parties agree that the following procedure shall be used to determine penalties against Grantee under this section:

In the event that Grantor receives a confirmed complaint (as hereinafter defined), Grantor shall provide Grantee with written notice of said confirmed complaint. If Grantor receives three confirmed complaints against Grantee in any six month time period, Grantor's notice to Grantee of the third confirmed complaint shall state the same and Grantee's franchise shall be suspended for two (2) days. If Grantor receives four confirmed complaints against Grantee in any six month time period, Grantor's notice to Grantee of the fourth confirmed complaint shall state the same and City Council shall hold a public hearing to consider the revocation of this franchise which revocation may be in the sole and exclusive discretion of City Council.

All notices required by this section shall be in writing and either hand delivered, delivered by overnight courier or facsimile transmission, or mailed through the United States Postal Service by certified or registered mail, return receipt requested. Any notice shall be deemed to be given upon actual receipt in the case of hand delivery, facsimile, or delivery by overnight courier, or four (4) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed in accordance with the foregoing and with the proper amount of postage affixed thereto. In the event of any notice via facsimile transmission, a hard copy shall be sent via regular mail on the day of such transmission.

For the purposes of this Agreement, a "confirmed complaint" shall mean either (i) a complaint received and validated by Grantor that Grantee has violated a provision of this section or (ii) a warning or citation issued by a local law enforcement agency which represents a violation of this section. A log of complaints with respect to Grantee shall be maintained by the City Manager, which log shall include action taken by Grantor. The City reserves the right to incorporate 'comment' forms and/or 'complaint' forms at the various transit stops to obtain operating and service information.

7. Transit vehicles shall not be permitted to stop at any location for more than three (3) minutes unless the stop is a designated loading zone in which case the time shall be no more than five (5) minutes unless a longer time is allowed as part of an approved operations plan.
8. Grantee shall make a one thousand dollar (\$1000) annual payment to the City of Naples to cover administrative costs associated with this Agreement. The first

payment shall be made upon execution of this Agreement and subsequent payments shall be made on each anniversary date thereafter.

9. The Grantee, as a condition of initiating operations, shall obtain an approved Right-of-Way Permit from the City. Such permitting shall be in accordance with City Ordinance 08-12285 or revisions thereof.
10. The City Manager's Office reserves the right to request copies of letters from private property owners within the City of Naples which grant permission to stop on their property to load and/or off-load passengers.
11. Grantee agrees to adopt and maintain a drug free workplace policy during the term of this Agreement. Grantee further agrees to implement and monitor driver background and driver evaluations consistent with the attached 'Operation Plan', the City's Driver Evaluation Policy for all trolley operators employed by Grantee, attached hereto as Exhibit "A" and made a part hereof.
12. No alcoholic beverages may be sold or consumed, and no live music shall be performed on transit vehicles operated within the City limits. So as not to disturb the general public, transit vehicles shall be operated within and not exceed decibel levels set forth in the Naples Code of Ordinances.
13. Grantee shall arrange for and insure that said transit vehicles are properly maintained, repaired and equipped and shall make said vehicles available at reasonable times for inspection by representatives of the City to determine that such repair and maintenance have been performed.
14. The City reserves the right to terminate and cancel this Agreement and all right and privileges of the Grantee hereunder in the event that Grantee violates any provision of this franchise or any determination of City Council made pursuant thereto, or in the event that City Council determines that it is in the best interests of the City to do so. Should the City determine to exercise its right to terminate this franchise, it shall so notify Grantee in writing ninety (90) days prior to termination unless such termination involves safety and public welfare issues in which case notification may be made in writing ten (10) days prior to such termination.
15. This Agreement shall be effective for a period of five (5) years from the date of approval and shall be subject to an annual review and approval of the 'Operations Plan' by the City Manager prior to annual renewal.

IN WITNESS WHEREOF the parties hereto have executed this instrument the day and year above written:

Michael L. L...
Name
Slide LLC
Company

A. William Moss
A. William Moss, Naples City Manager
City of Naples

ATTEST:

Patricia L. Rambesk, City Clerk

By: Patricia L. Rambesk

Date: 12/29/16

Approved as to form and legal sufficiency:

Robert D. Pritt
Robert D. Pritt, City Attorney

Operations Plan
FOR
TRANSIT SERVICES
USING STOPS ON CITY OF NAPLES STREETS
November 4, 2016

STOP LOCATIONS

1. Naples City Dock Unloading Zone (East End of 12th Ave S) to 2. 3rd St S Bus Stop:
 - From the City Dock, head west on 12th Avenue South and make left on 4th Street South, head south on 4th Street South and make right on 13th Avenue South, continue west on 13th Avenue South and make right on 3rd Street South, continue north on 3rd Street South until 3rd Street South bus stop drop-off area
2. 3rd St S Bus Stop to 3. Naples City Pier
 - From the 3rd Street South drop-off area, continue north on 3rd Street South and turn left on Broad Avenue South, head west and make left onto 2nd Street South, head south and make right on 12th Avenue South to City Pier drop-off area
3. Naples City Pier to to 4. Alley South of 5th Ave @ 500 5th Ave S
 - From City Pier, head east and make left on 2nd Avenue South, head north and make right on Broad Avenue South, head east and make left on 3rd Street South, continue north on 3rd Street South, make right at alley between 6th Avenue South and 5th Avenue South, continue east to drop-off area behind 500 5th Avenue South
4. Alley South of 5th Ave @ 500 5th Ave S to 5. Alley South of 5th Ave @ Cultural Walkway
 - From drop-off area, continue east and make right on East Lake Drive, head south and make left on 6th Avenue South, continue east and make left on Park Street, head north and make right onto alley between Cambier Park and 5th Avenue South, continue east to drop off area
5. Alley South of 5th Ave @ Cultural Walkway to 6. Garage @ 8th St S & 4th Ave S
 - From drop-off area, continue east and make left on 8th Street East, head north and make left on alley located between 4th Avenue South and 5th Avenue South, head west on alley to drop-off area
6. Garage @ 8th St S & 4th Ave S to 7. Garage @ 8th St S & 6th Ave S
 - From drop-off area, continue west in alley and make right onto north-south alley portion located to the west of the garage, continue north on alley and make right onto 4th Avenue South, head east on 4th Avenue South and make

right on 8th Street South, head south and make left onto alley located between 5th Avenue South and 6th Avenue South, head east to drop-off area

7. Garage @ 8th St S & 6th Ave S to 8. Trianon Hotel - 955 7th Ave S
 - From parking garage drop-off area, continue east on alley and make right onto 9th Street South, head south and make left onto 7th Avenue South, make left into Trianon Hotel drop-off area
8. Trianon Hotel - 955 7th Ave S to 9. Tin City
 - From the Trianon Hotel drop-off area, continue east on 7th Avenue South and make left 10th Street South, head north and make right on 6th Avenue South, head east on 6th Avenue South and continue to Tin City drop-off location
9. Tin City to 10. Cove Inn - 900 Broad Ave
 - From Tin City drop off location, head west on 6th Avenue South and make left on 10th Street South, continue south on 10th Street South and make right on 10th Avenue South, head west on 10th Avenue South and make left on 9th Street South, continue south until Cove-Inn drop-off area
10. Cove Inn - 900 Broad Ave to 1. Naples City Dock Unloading Zone (East End of 12th Ave S)
 - Connection from Cove Inn and City Dock shall be internally through the private parking area
1. Naples City Dock Unloading Zone (East End of 12th Ave S) to 10. Cove Inn - 900 Broad Ave
 - Connection from Cove Inn and City Dock shall be internally through the private parking area
10. Cove Inn - 900 Broad Ave to 9. Tin City
 - Head north on 9th Street South and make right 10th Avenue South, head east on 10th Avenue South and make left on 10th Street South, continue north on 10th Street South and make right on 6th Avenue South, continue east to Tin City drop-off are
9. Tin City to 8. Trianon Hotel - 955 7th Ave S
 - Head west on 6th Avenue South and make left on 10th Street South, head south on 10th Street South and make right onto 7th Avenue South, continue to Trianon Hotel drop-off area
8. Trianon Hotel - 955 7th Ave S to 7. Garage @ 8th St S & 6th Ave S
 - From the Trianon Hotel drop-off area, head west on 7th Avenue South and make right on 9th Street South, head north on 9th Street South and make left on alley located between 6th Avenue South and 5th Avenue South, continue west to drop-off area

7. Garage @ 8th St S & 6th Ave S to 6. Garage @ 8th St S & 4th Ave S

- From public parking garage drop-off area, continue west and make right on 8th Street South and head north, make left on 4th Avenue South, head west on 4th Avenue South and make left onto alley located to the west of public parking garage, continue south into alley and make left to drop-off area

6. Garage @ 8th St S & 4th Ave S to 5. Alley South of 5th Ave @ Cultural Walkway

- After drop-off, continue heading east and make right onto 8th Street South, head south and make right onto alley between Cambier Park and 5th Avenue South, continue west to the alley drop-off

5. Alley South of 5th Ave @ Cultural Walkway to 4. Alley South of 5th Ave @ 500 5th Ave S

- From the alley drop-off area, continue heading west in the alley, make left on Park Street, head south on Park Street and make right onto 6th Avenue South, head west on 6th Avenue South and make right on East Lake Drive, head north on East Lake Drive and make right onto alley located between 5th Avenue North and 6th Avenue North, continue west to alley drop-off area located behind 500 5th Avenue South

4. Alley South of 5th Ave @ 500 5th Ave S to 3. West side of 3rd Street S at Tommy Bahamas

- From the alley drop-off, continue west in the alley located between 5th Avenue South and 6th Avenue South and make left onto 3rd Street South, head south on 3rd Street South and make right onto Broad Avenue South, continue west on Broad Avenue South and make left onto 2nd Street South, continue south on 2nd Street South and make right onto 12th Avenue South, continue west to the City Pier drop-off area

3. Naples City Pier to 2. 3rd St S Bus Stop

- Head east on 12th Avenue South and make right on 2nd Street South, head south on 2nd Street South and make left on 13th Avenue South, head east on 13th Avenue South and make left onto 3rd Street South, continue to 3rd Street South bus stop

3rd Street South to 1. Naples City Dock Unloading Zone (East End of 12th Ave S)

- Head north from the drop-off area and make right onto 12th Avenue South, head east on 12th Avenue South until City Pier unloading zone

12. Naples Beach Hotel to 3rd Street South

- From Naples Beach Hotel, head south on Gulf Shore Boulevard and make left onto 13th Avenue South, head east on 13th Avenue South and make left onto 3rd Street South, continue north to the 3rd Street South drop off location

DAYS & HOURS OF OPERATIONS

Year round

7-Days per Week, 11:00 a.m. through 11:00 p.m.

*Service may be reduced or eliminated on Holidays within this time period.

** Weather permitting.

DATA COLLECTION AND DOCUMENTATION

Ridership data, service schedules, complaints, and any accident data shall be collected daily and documented on file for future compilation by the business operation and provided to the City.

QUALITY ASSURANCE-QUALITY CONTROL PROGRAMS

- Slidr LLC will provide the highest level of customer service.
- All business and driver licenses shall be submitted to the City of Naples, Florida.
- Prior to hiring, background checks shall be performed on all drivers.
- Subsequent to hiring, driver and passenger safety programs will be provided.
- Vehicles will be inspected daily. All vehicles will comply with FDOT and Department of Motor Vehicle requirements.
- All vehicle drivers will be provided communication equipment to ensure the most effective and efficient operation to passengers.
- Slidr LLC will maintain all necessary vehicle and business insurance coverages in accordance with City, County and State law.

State of Florida

Department of State

I certify from the records of this office that SLIDR LLC is a limited liability company organized under the laws of the State of Florida, filed on March 24, 2016, effective March 24, 2016.

The document number of this limited liability company is L16000059723.

I further certify that said limited liability company has paid all fees due this office through December 31, 2016 and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of July, 2016*



Ken Datzner
Secretary of State

Tracking Number: CU1942612163

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