

**CITY OF OBERLIN, OHIO**

**ORDINANCE No. 24-12 AC CMS**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SLIDR, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO PROVIDE FOR TRANSIT- RELATED SERVICES TO GO INTO IMMEDIATE EFFECT

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Oberlin, County of Lorain, State of Ohio:

SECTION 1. That the proposed agreement between the City of Oberlin and SLIDR, LLC to provide for transit-related services for 2024 and 2025, a copy being attached hereto as **Exhibit A** and incorporated herein by reference, is hereby approved, and the City Manager is hereby authorized and directed to execute same on behalf of the City.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. To authorize an agreement to expand local public transit service in 2024 and 2025 and provided that at least five (5) members of Council determine by motion, this Ordinance shall go into full force and effect immediately after its passage; otherwise, it shall take effect on the earliest date allowed by law.

PASSED: 1st Reading: April 1, 2024

2nd Reading: \_\_\_\_\_

3rd Reading: \_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
BELINDA B. ANDERSON, MMC  
CLERK OF COUNCIL

  
\_\_\_\_\_  
EBONI A. JOHNSON  
PRESIDENT OF COUNCIL

POSTED: 04/02/2024

EFFECTIVE DATE: 04/01/2024

## PILOT PROGRAM AGREEMENT

This Pilot Program Agreement ("Agreement") is made and entered into on April 12, 2024, by and between Slidr, LLC, a limited liability company duly organized and existing under the laws of the State of Florida and having its principal place of business at 500 NE Spanish River Blvd, Boca Raton, Florida 33431 ("Slidr"), and Oberlin, Ohio, a municipality organized and existing under the laws of the State of Ohio and having its principal address at 85 S Main St, Oberlin, Ohio 44074 ("City"). This Agreement provides the general terms and conditions applicable to Cities purchase of services from Slidr. In consideration of the promises and covenants contained in this Agreement, and for good and valuable consideration, Slidr and City (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. Scope of Services. This Agreement shall serve as an agreement between the Parties, which sets forth the basic terms that shall apply to the respective rights and obligations of the Parties during the term of this Agreement. Specific services and rates for such services shall be set forth in a separate Rates and Services Addendum ("Addendum"), which may be amended by written agreement from time to time between the Parties, and which shall require execution by each party hereto in order to be effective and binding. Each Addendum shall reference this Agreement and shall be governed by the terms and conditions herein. In the event of a conflict between any Addendum and this Agreement, the terms and conditions of this Agreement shall control, unless the Addendum expressly states that the terms and conditions of the Addendum shall control. Specific terms in an Addendum shall not affect any other Addendum under this Agreement without the express written agreement of the Parties.
2. Description of Services. Slidr will provide mobile application-based transportation services to resident's of the City via Slidr's 100% electric and customized vehicles. As Slidr's services are specifically tailored for each of its clients, the specific nature of the services that will be provided to the City hereunder will be specified in the Addendum(s) hereto.
3. Compensation and Payment. The rates for services and terms of payment will be based on the type and number of services requested by City and will be specified in the Addendum(s) hereto. Whenever feasible, Slidr will electronically invoice City at least fourteen (14) days prior to payment due date. Failure or delay in invoicing shall not excuse City from its payment obligations, however, it may result in a delay of payment.
4. Term and Period of Performance. This Agreement shall commence immediately upon execution of the first Addendum hereto, and, unless terminated earlier pursuant to Section 5 below or by mutual written agreement between the Parties, shall continue in full force and effect thereafter until satisfactory completion of the services provided for in this Agreement and all Addendums hereto is achieved.
5. Termination. This Agreement, along with any Addendums hereto, may be unilaterally terminated in any of the following manners:
  - a. *Termination for Convenience*: The City may terminate this Agreement, along with any Addendum(s) for convenience at any time after the Pilot program of services performed under any Addendum hereto, by providing thirty (30) days written notice to Slidr. In the event of a termination for convenience, Slidr shall be paid for all services performed through the date of termination, based on the percentage of services completed (subject to applicable setoff rights), and Slidr shall not be entitled to any other compensation or damages from the City.
  - b. *Termination for Cause*: If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement or its Addendums, then that party may provide written notice to the other party describing the alleged failure in reasonable detail. If the alleged failure relates to a failure to pay any sum due and owing under this Agreement, the breaching party shall have ten (10) business days after notice of such failure to cure the breach. If the breaching party fails to cure within the specified time, then the non-breaching party may immediately terminate this Agreement for cause by providing notice to the breaching party. With respect to all other defaults, if the breaching party does not, within fifteen (15) calendar days after receiving such written notice, either: (a) cure the material failure, or (b) if the breach is not one that can reasonably be cured within thirty (30) calendar days, then the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing notice to the breaching party. In the event of termination by the City for cause, Slidr shall be paid any sums otherwise due and owing for services performed through the date of termination, based on the percentage of services completed (subject to applicable setoff rights) and less any other damages payable to the City.
  - c. *Termination for Bankruptcy*: Either party shall have the immediate right to terminate this Agreement, by providing written notice to the other party, in the event: (i) the other party enters into receivership or is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of

creditors; or (ii) a substantial part of the other party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

- d. *Continuation of Services*: Slidr will continue to perform Services during the notice period unless otherwise mutually agreed upon between the Parties in writing. City agrees to pay Slidr a prorated amount based on actual work performed during the notice period. Upon termination by either party, City will pay Slidr for all services performed and charges and expenses reasonably incurred by Slidr in connection with the services provided under this Agreement and any Addendums through the date of termination.
6. **Notice**. Any and all notices provided for in this Agreement shall be in writing and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth below for the following contact persons for each party. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice.

To the City: Carrie Porter  
Planning & Development Director  
36 S. Prospect St.  
Oberlin, OH 44074  
[CPorter@cityofoberlin.com](mailto:CPorter@cityofoberlin.com)

To Slidr: Michael Trombino, CEO  
500 NE Spanish River Blvd.  
Boca Raton, FL 33431  
[mike@rideslidr.com](mailto:mike@rideslidr.com)

Each party agrees to appoint responsible contact persons in order to ensure that the relevant contractual obligations are timely performed in accordance with this Agreement.

7. **Force Majeure**. Slidr shall not be liable to the City for non-performance or delay in performance of any of its obligations under this Agreement and any Addendum(s) hereto due to acts of God, war, civil commotion, embargo, strikes, fire, theft, delay in delivery of services of sub-contractors or sub-suppliers, shortage of labor or materials, compliance with any regulation or directive of any national, state or local government, or any department or agency thereof, epidemic, hurricane, tropical storm, inclement weather, earthquake or any other similar unforeseen event or act of God (whether or not similar in nature to those specified) which are outside the reasonable control of Slidr; it being understood that Slidr shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance.
8. **Governing Law**. This Agreement shall be construed, interpreted and governed exclusively by and pursuant to the laws of the State of Ohio, without reference to any conflicts-of-laws rules or principles that may or would require the application of the law of any other jurisdiction. Notwithstanding anything contained herein to the contrary, the City of Oberlin is not waiving its right to claim any exemptions, privileges and immunities as may be provided by Ohio law.
9. **Venue**. The Parties agree that any controversy, disagreement, claim, dispute or other proceeding between them which relates to or arises out of this Agreement, or which is otherwise related in any manner to the relationship between the Parties, shall be subject to the exclusive jurisdiction and venue of the courts of the State of Ohio having jurisdiction located in Palm Beach County, Florida.
10. **Severability**. If, at any time, any provision here of is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.
11. **Indemnification and Hold Harmless**. To the fullest extent permitted by laws and regulations, Slidr shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees, from and against all claims, damages, losses, and expenses, whether direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from Slidr's negligence or willful misconduct. In addition, Slidr shall defend, indemnify and hold harmless the City against any third party claims involving the following: (i) failure to properly maintain the Slidr vehicles, and/or any manufacturer defect and caused in whole or in part by either (a) any willful, intentional, reckless, or negligent act or omission of Slidr, any sub consultant, subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such

indemnified party, or (b) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement. This provision shall be construed broadly, and Slidr's obligation to pay for the City's legal defense hereunder shall arise and be fully enforceable when Slidr is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of its obligations under this Agreement. For any matters in which Slidr is obligated to pay for the City's legal defense hereunder, Slidr shall be permitted to retain counsel of its choosing for both Slidr and the City provided that such legal counsel is reasonably acceptable to the City, which consent shall not be unreasonably withheld. In any and all claims against the City or any of its elected or appointed officials, consultants, agents, or employees by any employee of Slidr, any sub consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the services or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Slidr or any such sub consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by law.

12. Remedies and Waivers. No failure to exercise, nor any delay in exercising, on the part of either party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
13. Miscellaneous. The City of Oberlin is a political subdivision of the State of Ohio. Accordingly, City may not have the authority to enter into agreements to waive, compromise, concede, surrender or relinquish the rights, privileges, immunities or remedies of the State of Ohio, nor agree to lesser or greater standards of care than would apply in the absence of a special provision; nor agree to modify any applicable statutes of limitations; nor agree to alter the commencement of a statute of limitation; nor agree to insure, indemnify or hold harmless; nor agree to waive subrogation rights; nor agree to shift the burden of proof; nor to agree not to enforce any of the rights, privileges, immunities or remedies as provided by law. City, as an entity of the State of Ohio, does not have the authority to enter into agreements which are contrary to any Federal laws, the Ohio Constitution, or Ohio Statutes, all as interpreted by the courts and the Ohio Attorney General. Nothing contained within this Agreement shall be interpreted in such a way that City acted contrary to or outside of its authority to act as a political subdivision of the State of Ohio.
14. Assignment. This Agreement shall not be assignable by either party, in whole or in part, without the written consent of the other party, which consent shall not be unreasonably withheld or denied.
15. Construction and Interpretation. The rule requiring construction or interpretation against the drafter is waived. This Agreement and all Addendums hereto shall be deemed as if they were drafted by both Parties in a mutual effort.
16. Entire Agreement. This Agreement and the Addendum(s) hereto form the entire agreement between the Parties relating to the subject matter hereof. Except as otherwise agreed in this Agreement, all amendments and modifications to this Agreement shall be made by a written document executed by both Parties.
17. Waiver of Consequential Damages. Slidr and City each waive claims against the each other for consequential damages arising out of or related to this Agreement or their performance including, but not limited to, damages for lost income, profit, or revenue, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any work not performed. In any claim under this Agreement, each party shall be limited to its actual damages.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

CITY OF OBERLIN

SLIDR LLC

Signature: <u><i>Rosalind Watson</i></u>	Signature: <u><i>Michael Trombino</i></u>
Name: <u>Rosalind Watson</u> Title: <u>Acting City Manager</u>	Name: <u>Michael Trombino</u> Title: <u>CEO</u>
Date: <u>4/12/2024</u>	Date: <u>April 2, 2024</u>

Approved as to form:

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**Jon D. Clark, Law Director**

## EXHIBIT A

### RATES AND SERVICES ADDENDUM

This Rates and Services Addendum ("Addendum") supplements the Master Services Agreement between Slidr, LLC ("Slidr") and City of Oberlin ("City"), made and entered into on April 12, 2024 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein. In consideration of the promises and covenants contained herein, and for good and valuable consideration, Slidr and the City (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. Term. The term of the Services set forth under this Addendum shall commence on April 12, 2024 and shall remain in full force and effect until April 12, 2025 (the "Term"), unless terminated sooner pursuant to the terms of the Agreement. City, by action of the City Manager, will have three (3) options to extend the Term for additional periods of one (1) year each, subject to continued satisfactory performance as determined by the City Manager, and to the availability and appropriations of funds. Should City wish to exercise its option to extend the Term, it shall notify Slidr in writing at least ninety (30) days prior to the expiration of the preceding Term.
2. Services. This Addendum is limited in scope to the following services (the "Services"), which Slidr agrees to provide to the City at the rates specified herein (the "Rates"):
  - a. Slidr will provide two (2) "Slidr" Transit Vans dedicated to City (the "Vehicles") for the duration of the Term of the service. Fixed route service will operate 10:00am to 8:00pm Monday through Friday.
  - b. Slidr will ensure continuous operation of one (1) vehicle within the City's designated service area during the City's fixed operating hours, which are from 10:00 am to 8:00 pm, Monday through Friday. This vehicle will be running on a predetermined, fixed route to provide consistent transportation services. Should the City desire to extend the service hours beyond the specified time frames, the City Manager must provide Slidr with at least ten (10) business days' notice. During any downtime caused by the thirty (30) minute lunch break for the drivers, which will be staggered, Slidr will make all reasonable efforts to minimize the interruption in service. The City reserves the right to increase the service hours and the number of vehicles during the term of the Agreement subject to Slidr's approval.
  - c. Slidr will provide drivers for the Vehicles, who will act as brand ambassadors for the City and will communicate public service announcements as may be communicated by City to Slidr from time to time.
  - d. Prior to the beginning of the Term, Slidr will deliver to City two (2) fast chargers for charging the Vehicles.
  - e. Prior to the beginning of the Term, Slidr will add City as an additional insured on Slidr's automobile insurance policy (of at least \$2 million) on Slidr's general liability policy (of at least \$2 million), and on Slidr's workers' compensation policy (of at least \$100,000). City will remain as an additional insured on said policies throughout the Term. Slidr will provide City with Certificates of Insurance reflecting the above stated policies within ten (10) business days of written request from City. Slidr will provide not less than thirty (30) days' written notice before any policy or coverage is canceled, restricted, or a material change is made.
  - f. Slidr will assist City in developing a marketing plan to encourage ridership on the Vehicles during the Term by creating a complimentary promotional video and promotional brochures at no additional cost to City.
  - g. Beginning with the second month of the Term and continuing for each month of the Term thereafter, Slidr will provide City with a monthly report showing data and analytics related to ridership in the Vehicles for the preceding month(s). Slidr will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed to between the Parties.
3. Compensation & Rates. As consideration for the Services listed above, City shall pay Slidr the following:
  - a. The City hereby agrees to pay Slidr for the faithful performance of this Agreement, for services in accordance with the rates and Services Addendum. Prices for work completed by Slidr shall be as reflected in Slidr's Rates and Service Addendum attached hereto and made a part hereof as EXHIBIT "A". A total contract price hereto is referred to as Contract Sum and shall not exceed One Hundred Thirty Six Thousand Dollars (\$136,000) for year one.
  - b. Year one (1) compensation for Slidr: \$123,424. The City retains the option to renew for a second year at the

end of year one (1).

4. Payment Terms. City agrees to pay the Rates in installments, as follows:

- a. Slidr will send bi-weekly invoices to the City. The City will have the flexibility to make payments through various methods, including credit card (with a 4% fee), ACH, quickbooks, wire transfer, and direct deposit.
  - b. After the initial Pilot program of Services, Slidr shall invoice the City once per month for all Services provided during the prior month.
  - c. With each invoice to City, Slidr will attach a record of invoices for any advertising agreements entered into in connection with the Vehicles as backup to support any credit to City. However, Slidr shall be under no obligation to make any payment or provide any credit to City until such time, and only to the extent, that payment of an invoice for advertising on the Vehicles is actually received by Slidr.
5. Additional Terms.
- a. City's operating hours, as contemplated in Section 2.b. above, will be established in a writing acquiesced to by the Parties prior to the beginning of the Term, and may be modified by subsequent agreements of the Parties as ridership data becomes available throughout the Term. City reserves the right to adjust the hours and timing based on actual demand, subject to adherence with the terms set forth in Section 3.a. above.
  - b. City shall be responsible for installation and maintenance of the fast chargers and any costs associated therewith at all times after acceptance of the delivery described in Section 2.c. above.
  - c. If at any time during the Term City determines that a Slidr employee assigned to drive the Vehicles is not providing satisfactory service, City shall have the right to request that Slidr reassign and replace the driver with a Slidr employee who meets City's standards. Any such request shall be made by City to Slidr in writing, and shall state the reason(s) for City's request in detail sufficient to apprise Slidr of the basis for City's request. Slidr shall take action to comply with any reasonable request within seven (7) days of receiving such written notice from City.
  - d. If at any time during the Term City determines that any part of a Vehicle is in disrepair, City shall have the right to request that Slidr repair or replace such part so that it meets industry standards. Slidr shall repair or replace any such part identified by City within seven (7) days of receiving notice from City.
  - e. Slidr will operate the Vehicles in City's designated service area as delineated in the attached map.
  - f. City will provide two (2) secured parking spaces for the Vehicles for the duration of the Term at no cost to Slidr.
  - g. Should local law allow for Slidr to sell advertising space on the Vehicles at any time after the Pilot, and provided Slidr is able to sell such advertising space, Slidr may, with the City's prior approval, enter into separate agreements with advertisers for the placement of advertising on the Vehicles. Any advertising revenue generated from the sale of advertising on the Vehicles after the Pilot shall be divided equally between Slidr and City, with each entitled to 50% of advertising revenue that is generated and actually received by Slidr. City shall be permitted to apply its share of such revenue, if any, towards subsidizing the Rates it has agreed to pay hereunder, subject to the terms set forth in Section 4.d. above. At any time, City may request copies of advertising agreement entered into for the placement of advertising on the Vehicles and Slidr will furnish said copies within fifteen (15) business days. Nothing in this section should be deemed to constitute a guarantee that Slidr will sell such advertising space or generate any revenue by selling advertising on the Vehicles after the Pilot, and City expressly acknowledges that no such guarantee has been made by Slidr.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

**CITY OF OBERLIN**

**SLIDR, LLC**

Signature: *Rosalind Watson*  
 Name: Rosalind Watson Title: Acting City Manager  
 Date: 4/12/2024

Signature: *Michael Trombino*  
 Name: Michael Trombino Title: CEO  
 Date: April 2, 2024

Approved as to form:  
*Jon Clark*  
 Jon D. Clark, Law Director