

**ELECTRIC SCOOTER SHARE PROGRAM AGREEMENT**

8/25/2021

This Electric Scooter Share Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of 8/25/2021, 2021 by and between the City of Fort Pierce, a Florida municipal corporation, whose address is 100 North US Highway 1, Fort Pierce, Florida 34950 (“City”) and Skinny Labs Inc., a Delaware corporation doing business as Spin, whose address is 450 Mission Street, Suite 400, San Francisco, California 94105 (“Vendor”). The City and Vendor are each individually referred to as “Party,” and collectively as the “Parties.”

WHEREAS, the City desires to provide safe and affordable multimodal transportation options to residents and visitors; and

WHEREAS, the City previously engaged in a twelve-month pilot program for the use of electric scooters (“E-Scooters”) within the City; and

WHEREAS, the City subsequently solicited vendors to participate in a longer-term program; and

WHEREAS, Vendor submitted a conforming bid and City accepted Vendor’s bid,

NOW, THEREFORE, in consideration of the promises and mutual covenants of the Parties hereto, the City and Vendor hereby enter into this Agreement subject to the following terms and conditions:

1. **Initial Term; Extension; Removal of E-Scooters.**

(a). Initial Term. This Agreement shall take effect on the date last signed by the Parties and it shall expire three (3) years thereafter, unless extended or terminated pursuant to the terms of this Agreement. The Initial Term and any extension pursuant to Section 1(b) are collectively referred to herein as the “Term”.

(b). Extension. This Agreement may be extended by mutual agreement of the Parties for two (2) additional terms, each of which shall be one (1) year in duration.

(c). Removal of E-Scooters. Upon expiration of the Term, Vendor shall cease operations and within two (2) business days of the expiration of the Term remove all E-Scooters from the City. Failure to remove all E-Scooters within the two (2) business day timeframe, may result in the City removing the E-Scooters and Vendor will have to pay applicable fees to recover E-Scooters

from the City.

2. **Exclusivity.** The Vendor is hereby granted a temporary, exclusive license to operate a shared electric scooter device system in accordance with the Code of Ordinances of the City of Fort Pierce and subject to the terms and conditions of this Agreement. Vendor is authorized to deploy no more than 200 E-Scooters upon the commencement of the Term. City staff retains the discretion to adjust the number of E-Scooters authorized to be deployed to meet market demands. However, the total number of E-Scooters authorized to be deployed within the City shall not exceed 500, but shall not be less than 200. Nothing in this Agreement shall be construed to grant Vendor any other rights or interest in the Public Rights-of-Way ("ROW"). This Agreement shall not be deemed or construed to create an easement, lease, fee, or any other interest, in the ROW, shall be personal to Vendor, and shall not run with the land. This Agreement shall not be recorded or any memorandum of it, without each Parties' express written consent. The City may terminate this Agreement, as provided under its terms, without the need for court action or court order and shall not be deemed to breach the peace as a result of such termination or other exercise of self-help under this Agreement.

3. **Definitions and Applicable City Codes.** The definitions and all regulations contained in the Code of Ordinances of the City of Fort Pierce are hereby incorporated by reference and shall apply to this Agreement.

4. **Fees.** Vendor shall pay to the City: (i) a non-refundable flat fee of \$2,500 to be paid annually; the first such payment shall be made prior to deploying the E-Scooters and each additional payment to be made within thirty (30) days following Vendor's receipt of an annual invoice for such fee thereafter; and (ii) a non-refundable monthly fee of \$0.25 per ride, to be made within thirty (30) days following Vendor's receipt of a monthly invoice for such fee. Vendor, upon City's request, shall provide the City with any reasonable documents or data appropriate for the City to calculate its entitlement under this Section.

5. **Operation.**

(a) Vendor shall use reasonable efforts to ensure that its E-Scooters comply with all applicable local, state, and federal laws, including without limitation, the Code of Ordinances of the City of Fort Pierce and the Florida Uniform Traffic Code. The Vendor represents and warrants that it knows, and will comply with, the foregoing laws.

(b) E-Scooters shall be operated only within the hours of 7:00 a.m. and 10:00 p.m. City staff retains discretion to extend such hours administratively based on market demands.

(c) Subject to site plan approval and regulatory approvals related to signage and advertisement, Vendor may install ad-enabled Spin Charing Hub parking infrastructure on public rights of way.

6. **Parking.** Vendor shall provide parking instructions to users of Vendor's E-Scooters, indicating that the E-Scooters should be parked next to a bicycle rack or designated parking area, if possible, or in other parking areas designated by the City. If there is no bicycle rack or designated parking area nearby, instructions should indicate that E-Scooters are prohibited from blocking the sidewalk and should take reasonable measures to ensure that E-Scooters do not prevent ADA accessibility at all times. E-Scooters shall be parked upright at all times, and parking is prohibited on private property without the private property owner's permission. Parking must also maintain a minimum four-foot pedestrian path on sidewalks and is prohibited from blocking the following:

- Sidewalks;
- Fire hydrants;
- Curb ramps;
- Parking spaces;
- Handicap accessible areas (ramps, parking spots, etc.);
- Street furniture such as benches, parklets, trash and recycling receptacles, and parking meters; and
- Business or residential entryways.

7. **Deployment Locations; Geofencing Capabilities; Rebalancing.**

(a) Deployment locations for E-Scooters shall be set and amended by the City with written notice to Vendor.

(b) Vendor shall have the capability to restrict E-Scooter usage in areas not authorized by the City for deployment. Vendor represents it will utilize proper technology (i.e., geofencing) or other appropriate measures to ensure E-Scooters are only deployed and utilized within the designated deployment locations as approved in writing by the City.

(c) Vendor shall have the capability of controlling the speeds of the E-Scooters in certain area as designated by the City and create a "slow-zone" in those areas.

(d) Vendor shall rebalance the E-Scooters nightly for optimal deployment at the start of each day.

(e) Vendor shall utilize a driver's license scanner as a means of ensuring age-appropriate operation of E-Scooters.

8. **Abandonment or Improperly Parking E-Scooters.** Vendor shall promptly recover and take custody of all abandoned or improperly parked E-Scooters. Vendor shall respond to a City-initiated request to relocate E-Scooter(s) as soon as is reasonably practicable with the ideal response time being within one (1) hour. Failure of Vendor to timely respond may result in the E-Scooter(s) being relocated or removed by the City subject to applicable fines and fees.

9. **Markings.** Vendor shall ensure that each E-Scooter is conspicuously marked with Vendor's unique branding, a unique serial number and Vendor's contact information, including a 24-hour toll-free phone number and e-mail address to respond to User and City issues with the E-Scooters. Vendor shall not apply any other markings or advertising to any E-Scooter.

10. **Maintenance.** Vendor shall maintain E-Scooters in a good and safe working manner and in accordance with all applicable laws and shall promptly remove from the rights-of-way any E-Scooter that is not in good and safe working manner or fails to comply with this Agreement or applicable laws. Vendor shall follow the regular and preventative maintenance plans set forth on pages 38-40 of Vendor's response to City's Request for Proposals (RFP) Number 2021-010.

11. **Data Sharing; Customer Survey.** During the term of this Agreement, on a monthly basis, or as reasonably requested by the City, the Vendor shall provide City the following data, if collected, by the Vendor, in a format acceptable to the City, but subject to applicable consumer privacy laws:

- Number of E-Scooters in circulation;
- Number of daily, weekly, and monthly riders;
- Number of daily, weekly, and monthly rides;
- Total number of miles traveled by users (daily, monthly, quarterly, annually);
- Number of rides per E-Scooter per day;
- Average duration of ride per day of the week;
- Start point of ride;
- End point of ride;
- Trip patterns;
- Location of scooter pick up and drop offs;
- Monthly summary of E-Scooter distribution and GPS-based natural movement in heat map format;
- Details of complaints and issues, including accidents or injuries;

- Summary of customer comments/complaints, resolution to, and time it took to resolve each complaint; and
- Average trip in miles per day of the week.

Vendors shall provide the following performance indicators to be included in a dashboard or report, including, but not limited to, the following:

- Utilization rates;
- Total downloads, active users, and repeat user information;
- Total trips by day of week and time of day;
- Origins and destinations;
- Trips E-Scooter by day of week, time of day;
- Average trip distance;
- E-Scooter maintenance reports (including but not limited to Vehicle identification number and maintenance performed);
- Incidents of theft and vandalism;
- Number of complaints;
- Crash information;
- Rebalancing to designated service areas;

Vendors shall provide anonymized real-time data available via a public API or dashboard in the data standard developed by the North American Bikeshare Association, known as the “General Bikeshare Feed Specification (GBFS)”. Vendors shall make anonymized real-time data in Mobility Data Standard (MDS) format available to the City and/or a designated, third party transportation data analysis platform, for purposes of aggregating this data, evaluating or enforcing the requirements in this permit. Precise origin and destination points will be obscured to a one-block (or equivalent) radius to protect user privacy.

Any MDS compatible API must expose data where:

- The trip starts in the City of Fort Pierce, or
- The trip ends in the City of Fort Pierce,
- Must also provide a link to your open GBFS.

Additionally, accidents and injuries should be reported to the City immediately. Upon request from the City, Vendor shall provide information relating to dispute resolutions and settlements with Users.

(b) Within ninety (90) days of the Effective Date, Vendor shall distribute a customer satisfaction survey developed and hosted by the City in a format compatible with Vendor’s application, the summary and raw

results of which shall be provided to the City. Vendor agrees to distribute a customer satisfaction survey, from time to time, as requested by the City during the duration of this Agreement.

12. **Insurance and Indemnity.**

Vendor shall, at its own expense, procure and maintain, with insurers listed in the current "Best's Insurance Guide" as possessing a minimum policyholder's rating of "A-" (Excellent) and a financial category no lower than "VI" (\$25,000,000 to \$50,000,000 of adjusted policyholder's surplus) or a minimum A rating from Standard and Poor's or a minimum A rating from Fitch or a minimum A3 rating from Moody's, the types and amounts of insurance conforming to the minimum requirements set forth herein. Vendor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to and approved by the City.

As evidence of compliance with the insurance required herein, Vendor shall furnish the City with (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of City's officials, officers, and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to City. Such evidence shall include thirty (30) days written notice of cancellation to the City for all required insurance coverages under Vendor's Commercial General Liability policy.

To the extent Vendor is permitted to and elects to subcontract any of the work performed under this Agreement, Vendor will require all sub-contractors to provide insurance coverage complying with the requirements set forth herein and will provide the City with evidence of such coverage prior to the commencement of the sub-contractor's work.

Until such insurance is no longer required by this Agreement, Vendor shall provide the City with renewal or replacement evidence of insurance promptly, but without lapse in coverage prior to the expiration or termination of such insurance.

**Workers' Compensation Insurance**

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall

be:

Part One:	"Statutory"	
	\$1,000,000	Each Accident
Part Two:		
	\$1,000,000	Disease-Policy Limit
	\$1,000,000	Disease-Each Employee

The policy must be endorsed to waive the insurer's right to subrogation against City and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover From Others' Endorsement (Advisory Form WC 00 03 13) with City and its officials, officers and employees scheduled thereon.

**General Liability Insurance**

Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The City and the City's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

**Automobile Liability Insurance**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the

most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned (if any) non-owned and hired autos of the Vendor. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

**General Conditions**

Vendor and the City shall each be responsible for maintaining insurance on their own property. Regardless of whether the Vendor purchases property coverage or not, Vendor hereby expressly waives and releases any cause of action or right of recovery which Vendor may have hereafter against the City for any loss arising out of loss or damage to the Vendor's property, about or a part of, the premises whether covered by insurance or not.

The insurance provided by the Vendor shall apply on a primary basis. Any insurance maintained by the City shall be excess of and shall not contribute with the insurance provided by the Vendor. Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by the Vendor shall apply on a first dollar basis with Vendor paying any deductible or self-insured retention amount. For the purposes of this Agreement, Vendor shall be permitted to maintain a deductible and/or self-insured retention of no greater than \$500,000 per occurrence. As a condition of being allowed to maintain insurance with a \$500,000 deductible or self-insured retention, Vendor agrees to provide, on a form acceptable to the City, a surety bond, or other agreed upon security instrument prior to launch, in an amount no less than \$500,000, guaranteeing payment of such deductible or self-insured retention applicable to any claim arising out of this Agreement. All applicable deductibles and self-insured retentions must be disclosed to and approved by the City prior to being used to satisfy any of the insurance requirements contained herein. The Vendor shall pay on behalf of the City or City's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the City or the City's officials, officers, and employees.

Vendor's Commercial General Liability insurance policy provided by the Vendor shall be endorsed to provide the City with thirty (30) days' notice of cancellation.

Compliance with these insurance requirements shall not limit the liability of the Vendor. Any remedy provided to the City by the insurance provided by the Vendor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Vendor) available to the City under this Agreement or otherwise.



Neither approval nor failure to disapprove insurance furnished by the Vendor shall relieve the Vendor from responsibility to provide insurance as required by this Agreement.

**Certificates of Insurance must be completed as follows:**

1. **Certificate Holder City of Fort Pierce**  
**Attn: Risk Manager**  
**P.O. Box 1480**  
**Fort Pierce, FL 34954-1480**
  
2. **Additional Insured for General Liability**  
**City of Fort Pierce, its officials, officers, and employees**

**Indemnity**

Vendor agrees to indemnify, hold harmless and defend the City, its representatives, employees, elected and appointed officials, from and against all ADA accessibility claims and liability pertaining to the use of Vendor's E-Scooters and any and all other liability, claims, damages, suits, losses and expenses of any kind, including reasonable attorney's fees and costs for appeal, associated with or arising out of any negligent or intentionally wrongful act or omission of the Vendor, owner or managing agents, its agents or employees or from failure of the Vendor, its agents or employees, to comply with each and every requirements of the City Code, this Agreement, or with failure of the Vendor, its agents or employees, to comply with any applicable federal, state or local law, including traffic laws, or any combination of same. It is specifically understood and agreed that this indemnification clause exempts the Vendor from the above obligations to the extent caused by the City's own negligent acts or omissions, breaches of this Agreement, or obligations arising from statute or operation of law, including, but not limited to, the duty to maintain the public right of way free from dangerous conditions. These terms shall not be construed to waive or alter any statutory or constitutional sovereign immunity rights, limitations or extend the liability provided to the City. In no event will Vendors be liable for special, indirect, incidental or consequential damages (including any damages arising from loss of use, loss of data, lost profits, business interruption, or costs of procuring substitute software or services) arising out of or relating to the Agreement.

Vendor's contracts or end user agreements with User of E-Scooters, to the fullest extent permitted by law, shall obligate Users to release the City and its officers, affiliated entities, employees, agents and contractors from the same claims, damages, losses, expenses, including attorney fees, and suits for which Vendor is obligated to indemnify, defend and hold the City harmless.

13. **Education.** Vendor shall, to the City's reasonable satisfaction, develop materials to instruct Users of all applicable laws and provisions of this Agreement that relate to operation and parking of the E-Scooters. Vendor shall not allow any use of its E-Scooters by third parties/Users unless they have

first reviewed these materials.

14. **Compliance with Laws.** Vendor shall comply with all applicable laws, this Agreement, and City ordinances and policies, and guarantees its employees, agents and contractors, including independent contractors, do the same.

15. **E-Scooters Removed or Relocated by the City.**

(a) Any shared E-Scooter(s) that is inoperable/damaged, improperly parked, blocking ADA accessibility, does not comply with City Code, applicable law, or are left unattended on public property, including sidewalks, sidewalk areas, rights-of-way and parks, may be removed or relocated by the City. A shared E-Scooter is not considered unattended if it is secured in a designated parking area, rack (if applicable), parked correctly, or in another location or device intended for the purpose of securing such devices.

(b) The City may, but is not obligated to, Remove or Relocate, at Vendor's expense, an E-Scooter that is in violation of this Section.

(c) E-Scooters removed by the City shall count toward the Vendor's permitted maximum number of E-Scooters until collected by Vendor.

16. **Termination; Revocation.**

(a) Either party may terminate this Agreement without cause by providing thirty (30) days' written notice to the other party in accordance with Section 17, below.

(b) The City reserves the right to terminate this Agreement immediately, if there is a violation of the City Code, this Agreement, public health, safety or general welfare, or for other good and sufficient cause as determined by the City in its sole discretion.

(c) The City's rights of termination or revocation are in addition to all other rights and remedies which it may have at law or in equity.

17. **Notices.** All notices or other correspondence or communications required by or related to this Agreement shall be in writing sent by email or, in the event of a notice of termination, revocation or violation fines, sent by regular U.S. mail, postage prepaid or delivered by courier to the following:

City:

City Manager  
100 North US Highway 1  
Fort Pierce, FL 34950

With a copy to:

City Attorney  
100 North US Highway 1  
Fort Pierce, Florida 34950

Vendor:

Skinny Labs Inc. dba Spin  
450 Mission Street, Suite 400  
San Francisco, California 94105

With a copy to:

[legal@spin.pm](mailto:legal@spin.pm)

The Parties may change notice information with ten (10) days written notice to all Parties.

18. **Condition of ROW.** The City makes the ROW available to Vendor in an “as is” condition. The City makes no representations or warranties concerning the condition of the ROW or its suitability for use by Vendor and the City assumes no duty to warn Vendor concerning conditions that exist now or may arise in the future. Vendor’s Terms of Use shall require Users to assume all risk, and to release all claims, known or unknown, against the City to the fullest extent of the law.

19. **Damage to Vendor Property.** The City assumes no liability for loss or damage to Vendor’s E-Scooters or other property. Vendor agrees that the City is not responsible for providing security at any location where Vendor’s E-Scooter(s), or other property, are stored or located. Vendor hereby waives any claim against the City in the event Vendor’s E-Scooter(s), or other property, are lost or damaged.

20. **Damage to City Property.** To the fullest extent permitted by law, Vendor shall be liable to, and shall promptly reimburse the City for any damage Vendor causes to City property, including without limitation the ROW, except to the extent the damage is due to the negligence or willful misconduct of the City or its agents or employees. Vendor will cooperate with the City to help identify any persons who use Vendor’s E-Scooters to damage City property.

21. **Emergency Management Plan.** Vendor acknowledges that it has an emergency management plan to secure E-Scooters and related equipment in the event of flooding, a hurricane, or

other weather-related emergency. If any weather bureau or any governmental agency issues a hurricane warning or tropical storm warning for St. Lucie County, Florida, Vendor shall be responsible for securing E-Scooters and related equipment. In the event that Vendor fails to properly secure E-Scooters or related equipment, the City may do so and Vendor shall reimburse City for the any associated fees or costs.

22. **Modification.** This Agreement shall not be amended, modified, or canceled without the written consent of the Parties.

23. **Headings; Construction of Agreement.** The headings of each section of this Agreement are for reference only.

24. **Severability of Provisions.** In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that is cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provisions(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the Parties.

25. **Assignment.** Vendor shall not assign, delegate, or transfer any right or obligation under this Agreement without City's prior written approval. Any assignment, delegation or transfer made or attempted without such approval shall be void.

26. **Binding Effect.** This Agreement shall be binding upon the Parties and upon any successor-in-interest.

27. **Controlling Law and Venue.** This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the courts of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

28. **Waiver.** No consent or waiver, express or implied, by any Party to this Agreement or any breach or default by any other Party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligations hereunder. Failure on the part of any Party to complain of any act or failure to act or to declare any Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive

any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the Parties reserve the right to exercise any and all of the rights and remedies under this Agreement irrespective of any waiver granted.

29. **Representations.** The Parties certify that they have the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms. Vendor represents and warrants that it is the sole owner of the E-Scooters.

30. **Conflicts of Interest.** Vendor represents and warrants that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Company or its contractors under this Agreement.

31. **No Partnership.** The Parties are not joint ventures or partners and do not have an employer-employee or master-servant relationship. City shall not be vicariously liable for Vendor or any of the Users.

32. **Licensing and Taxes.** Prior to deploying E-Scooters in the City: (a) Vendor shall obtain any applicable licenses or permits required by applicable local, state or federal law to transact business in the City and to provide City with a copy of the same and (b) Vendor shall be a Florida corporation or properly registered with the Florida Secretary of State to conduct business in Florida and provide evidence of the same to the City.

33. **Confidentiality; Public Records.** The Parties acknowledge that the City is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Parties further acknowledge that, notwithstanding other provisions of this Agreement or any other agreements between the Parties to the contrary, some or all of the information, materials, or documents provided to the City by the Vendor may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should the Vendor provide the City with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Vendor shall indicate that belief by placing a distinctive cover sheet on such document with the phrase "CONTAINS INFORMATION EXEMPT FROM DISCLOSURE" set forth in large, bold type, and by typing or printing, in bold letters, the phrase "Exempt from Disclosure" on the face of each affected page of such material. The Vendor shall submit to the City both a complete and a redacted copy of the document and each affected page. Should any person request to examine or copy any material so designated, the City will produce for that person only the

redacted copy of the affected page. If the person requests to examine or copy the complete copy of the affected page, the City shall notify the Vendor of that request, and the Vendor, within thirty-six (36) hours of receiving such notification, shall either permit or refuse to permit such disclosure or copying. If the Vendor refuses to permit disclosure or copying, the Vendor shall hold harmless and indemnify the City for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the City or assessed or awarded against the City, and in favor of the person making such request, in regard to the City's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Vendor is not initially named as a party, the Vendor shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over all other agreements between the Parties and shall constitute the City's sole obligation with regard to maintaining confidentiality of any Confidential Information or proprietary material, of any kind.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, VENDOR SHOULD CONTACT THE CITY'S CUSTODIAN OF RECORDS AS FOLLOWS:**

**CITY CLERK'S OFFICE  
100 N US Highway 1  
FORT PIERCE, FL 34950  
772-467-3065  
[lcox@citoffortpierce.com](mailto:lcox@citoffortpierce.com)**

34. **Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to its subject matter and supersedes all prior agreements and understanding of the Parties with respect to its subject matter. Nothing in this Agreement shall be construed to limit City's regulatory authority or waive any immunity to which the City is entitled by law.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement to be effective on the Effective Date.

**ATTEST:**

**CITY OF FORT PIERCE**

By: \_\_\_\_\_  
Linda Cox, City Clerk

By: \_\_\_\_\_  
Linda Hudson, Mayor


Date: \_\_\_\_\_

**APPROVED AS TO FORM  
AND CORRECTNESS:**

By: \_\_\_\_\_  
Tanya Earley, Interim City Attorney

**VENDOR**

Skinny Labs Inc.,  
A Delaware corporation

By: \_\_\_\_\_  
DocuSigned by:  
*Ted Bronstein*  
FB4231E64BFE48A...

Print Name: \_\_\_\_\_  
Ted Bronstein

Date: \_\_\_\_\_  
8/25/2021