

## AGREEMENT FOR TRANSPORTATION CIRCULATOR SERVICES

THIS AGREEMENT, made and entered into this 22 day of August, 2022 is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and Circuit Transit Inc., a Florida corporation ("Contractor"), whose address is 777 S Flagler Drive, Suite 800 West Tower, West Palm Beach, Florida 33401, Phone: 631-903-4448, Email: [james@ridecircuit.com](mailto:james@ridecircuit.com).

WHEREAS, the City and the Contractor wish to enter into this Agreement for Transportation Circulator Services based on the City of Hollywood's Agreement, in response to Invitation to RFP No. 4579-18-PB between the Contractor and the City of Hollywood, Florida dated March 4, 2019, including any extensions thereto;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide the City with Transportation Circulator Services in accordance with the terms set forth in the Transportation Circulator Services Agreement, including extensions, between the Contractor and the City of Hollywood, Florida dated March 4, 2019, RFP No. 4579-18-PB, ("Hollywood Agreement"), of the Hollywood Agreement, except as otherwise provided in this Agreement and Exhibit "C" – The City of Fort Lauderdale Service Areas and Exhibit "D" – The City of Fort Lauderdale's Pricing.
2. This Agreement shall commence on August 22, 2022, up through and including February 21, 2023. The City reserves the right to extend the Agreement for one (1) additional one-year term, provided the City of Hollywood extends the Master Agreement.
3. Except with regard to the proposal solicitation process, the term "City of Hollywood," as set forth in the City of Hollywood's Agreement, where the context permits, shall mean the City of Fort Lauderdale.
4. Exhibit "A", The City's Insurance Requirements, is attached hereto and incorporated herein; Exhibit "B", The City of Fort Lauderdale General Conditions for Piggyback, Cooperative and Bidding-Exempt Contracts, is attached hereto and incorporated herein; Exhibit "C", The City of Fort Lauderdale Service Areas is attached hereto and incorporated herein; and Exhibit "D", The City of Fort Lauderdale's Pricing, is attached hereto and incorporated herein.
5. Section D-1 of the Hollywood Agreement is amended to provide that notice to the City of Fort Lauderdale shall be as follows:

Greg Chavarria, City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue, 7<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301-1016

With a copy to:

Ben Rogers, Director  
City of Fort Lauderdale Transportation and Mobility Department  
290 NE 3<sup>rd</sup> Avenue  
Fort Lauderdale, FL 33301

City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue, 7<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301-1016

With a copy to Contractor:

James Mirras  
Circuit Transit Inc  
777 S Flagler Dr, Suite 800w  
West Palm Beach, FL 33401

7. In the event of a conflict between or among the contract documents or any ambiguity or missing specifications or instruction, the following priority is established:
  - A. First, this Agreement for Transportation Circulator Services between the City of Fort Lauderdale and the Contractor;
  - B. Second, the City of Fort Lauderdale General Conditions For Piggyback, Cooperative, and Bidding-Exempt Contracts and Insurance Requirements;
  - C. Third, the City of Fort Lauderdale's Service Areas and Pricing;
  - D. Fourth, the Hollywood Agreement.
  
8. The City may cancel this Agreement upon written notice to the Contractor in the event the Contractor fails to perform the services as described in this Agreement within 30 days following written notice to the Contractor.

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:

CITY OF FORT LAUDERDALE

*for*  
  
David R. Soloman, City Clerk

By:   
Greg Chavarria  
City Manager


Date: August 26, 2022


Approved as to form:


By:   
Kimberly Cunningham Mosley  
Assistant City Attorney

WITNESSES:

CIRCUIT TRANSIT INC.

  
Signature  
JAMES MIRRAS  
Print Name

By:   
James Mirras, President

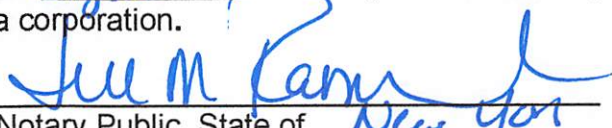
  
Signature  
Camille Millien  
Print Name

(Corporate Seal)

STATE OF New York :  
COUNTY OF Suffolk :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19 day of August, 2022, by James Mirras, as President for Circuit Transit Inc., a Florida corporation.

(SEAL) JILL M. RAMUNDO  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01RA6123311  
QUALIFIED IN SUFFOLK COUNTY  
Commission Expires MARCH 07, 2025

  
Notary Public, State of New York  
(Signature of Notary Public)  
Jill Ramundo  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

**RUSH!**

11

Today's Date: 8/23/2022

DOCUMENT TITLE: AGREEMENT FOR TRANSPORTATION CIRCULATORY SERVICES –  
CIRCUIT TRANSIT INC.

COMM. MTG. DATE: 8/16/2022 CAM #: 22-0770 ITEM #: CP-8 CAM attached:  YES  NO

Routing Origin: TAM Router Name/Ext: L.Glover/x4698 Action Summary attached:  YES  NO

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: K.Nembhard/x5001 # of originals routed: 1 Date to CAO: 8/19/2022 <sup>8/23/2022</sup>

2) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 1

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: 8/23/2022 Kimberly Cunningham Mosley  
Attorney's Name

KCM  
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 08/23/22

4) City Manager's Office: CMO LOG #: \_\_\_\_\_ Document received from: \_\_\_\_\_

Assigned to: GREG CHAVARRIA  TARLESHA SMITH   
ANTHONY FAJARDO  SUSAN GRANT   
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE  N/A FOR G. CHAVARRIA TO SIGN

PER ACM: T. Smith \_\_\_\_\_ (Initial/Date) PER ACM: A. Fajardo \_\_\_\_\_ (Initial/Date)  
S. Grant \_\_\_\_\_ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward \_\_\_\_\_ originals to  Mayor  CCO Date: \_\_\_\_\_

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

6) City Clerk: Scan original and forwards \_\_\_\_\_ originals to: L.Glover/x4698

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_  YES  NO Original Route form to \_\_\_\_\_

**RUSH!**

MEMORANDUM FOR THE DIRECTOR

100-100000

TO: DIRECTOR, FBI (100-100000)

FROM: SAC, NEW YORK (100-100000)

SUBJECT: [Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

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