

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.

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, 7th Floor
Fort Lauderdale, Florida 33301-1016

With a copy to:

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

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue, 7th 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
Chamon
David R. Soloman, City Clerk

By: *[Signature]*
Greg Chavarria
City Manager

Date: August 26, 2022

Approved as to form:

By: *[Signature]*
Kimberly Cunningham Mosley
Assistant City Attorney

WITNESSES:

CIRCUIT TRANSIT INC.

[Signature]
Signature
JASON BARNEY
Print Name

By: *[Signature]*
James Mirras, President

[Signature]
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

[Signature]
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 _____