Date: 6 / 5 / 2024

AOB

# CITY OF HOLLYWOOD, FLORIDA Agreement / Contract Routing Form Only City Manager's Signature

Must route the three (3) original agreements, as described, unless more than three (3) are required, for execution. <u>Outside signatures must be obtained first before any City signatures are done in the majority of the situations</u>. Only exceptions are for Federal, State and County governments. This form must be filled out completely or it <u>will</u> be returned to the Department/Office.

Originating Dept: <u>Development Services</u>, <u>Eng</u> Originating Dept. Contract Manager: <u>Mark</u>

**Extension #:** 6644

Prepared by: Karen Mendez

DIVISION		<u>Jonnson</u>			
Co./Vendor Name: <u>Circuit</u>		Co./Vendor Conta	ct Person: <u>James Mirras</u>		
Co./Vendor Contact E James@ridecircuit.com	Email:	Co./Vendor Conta	ct Number: <u>631.903.4448</u>		
Complete Description of Agreement. Provide services provided, equipment to be purchase Section 1.3 (e) of the recently renewed contraction. Section D-11 of the attached Citamended except by the express written agree representative for each party. The amendment 2 additional EV chargers at City Hall at no contraction of the contraction	ed, action act with reuit content content will content to the tion, the	on to be taken, etc: h Circuit LLC (attace ontract states that it t of the parties, signallow Circuit to inside City. In return, he City/CRA will rec	The amendment modifies thed contract and renewal it shall not be modified or need by a duly authorized tall, operate, and maintain City staff may use the EV		
Approved by: Resolution/Ordinance/ Memo No: R-2024-132					
BRING COMPLETED PACKAGE TO CITY CLE	RK'S C	<u> </u>			
ps_Outside signatures obtained first:James N	Mirras		, date <u>06/05/2025</u>		
Originating Director, print name:Andria	Wingett	:	, date		
(Director must also initial on contract by City Man	•	gnature)			
Submission to City Clerk Office, date6/6/20					
Office of Human Resources, Tanya Bouloy, Ris	sk Mana	gement Officer, date _	6/12/2024		
Office of Human Resources, Tammie Hechler,	Director	r, date <u>6/12/2024</u>	_		
Office of Procurement & Contract Compliance,			oliance Admin, date 6/12/2024		
Office of Procurement & Contract Compliance,					
Office of Budget & Performance Management	Jonath	nan Antista. Director. da	ate 6/17/2024		
Department of Financial Services, Stephanie					
	/17/202	4			
City Attorney, Douglas R. Gonzales, date6/		, date _ <sup>6/18</sup>	3/2024		
City Manager, George R. Keller, Jr., CPPT, da	ate 6/20	0/2024			
City Clerk, Patricia A. Cerny, date6/20/2024					

Distribution: \_\_\_\_Original to City Clerk; \_\_\_\_Copy to Procurement; \_\_\_\_Originals Returned to Preparer.

Effective Date: 04/23/2024

### **Agreement/Contract Routing Form Continued**

Funding in account number: N	/A		
Total amount authorized by leg	islation: <u>N/A</u> /year	, <u>N/A</u> /contract term	
Length of Term: N/A	Start date: N/A	End date: N/A	
Renewals, Y/N: No	Do renewals need	to be authorized annually? N/A	
Authorization to enter into agreemed City Commission City Manager	ent:	Procurement Service Other:	
Document Type: (check one)  Agreement / Contract Lease Grant Consulting/Professional Service Authorization to Proceed: Other:	es	Location of Executed Copies:  City Clerk's Office  Other: Engineering  Other: Circuit	<u>Division</u>
Procurement Method: (check one) Formal Solicitation (RFQ, RFP, Open Market (3 quotes/proposa Co-op Agreement Piggyback Agreement Other:	IFB, RLI): / #	-	
Insurance reviewed and approved     Bonds reviewed and approved	,	,	
Additional Notes:			

Effective Date: 04/23/2024

## Department of Development Services Engineering, Transportation & Mobility

H VOOC FLORIDA

June 5, 2024

tel: 954.921.3900 fax: 954.921.3416

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

Dear Mr. Mirras,

Per our existing Professional Service Contract, Section D-7 (b) and upon written mutual agreement, the City proposes to amend Section 1.3 (3) of the Statement of Work to accommodate the Circuit's request to install and operate two (2) additional EV charging locations at City Hall to address the level of service requirements associated with the expanded zones and increased number of vehicles.

It is understood by all parties that 100 percent of the procurement, installation, operation and maintenance, and energy consumption costs associated with the proposed EV charging station(s) will be funded by Circuit. In exchange, the City will ensure the availability of the EV charging stations by designating the associated parking spaces as "restricted use" for the sole use of Circuit between the hours of 5 pm - 10 am the following day, 7 days a week. Monthly energy consumption will be applied as a credit to the appropriate monthly invoices. The specific terms of this agreement will modify Section 1.3 (e) of Exhibit A (Attached). All other terms and conditions of the contract will remain the same.

Please review, sign, and return the attachment below approving the modified terms of Section 1.3 (e) associated with the installation and use of the additional EV chargers at City Hall.

Sincerely,

Mark L. Johnson, P.M.P. Senior Project Manager

CC: Raelin Storey, Assistant City Manager Douglas R. Gonzales, City Attorney Jason Bagley, Vice President, Circuit LLC

Attachment: Amended Exhibit A, Section 1.3(e)

Attachment
PROFESSIONAL SERVICES CONTRACT
FOR OPERATION OF CITYWIDE MICRO-TRANSIT SERVICES

#### Exhibit A: Amended Section 1.3 (e)

#### 1.3 Vehicles and Infrastructure

- e. Charging. The City will make available to the Company, two (2) dedicated parking spots at City Hall adjacent to each other and within close proximity of a suitable electrical supply for the purpose of installing an "access controlled" electric charging station for two (2) electric vehicles (EVs).
  - I. Company to cover all costs associated with the procurement, installation, operation, and maintenance of the EV charging system.
  - II. Installation of the EV-charger system will be performed by a Contractor licensed in the State of Florida.
  - III. Company's Contractor will be required to obtain a City Permit and possibly perform a load study to confirm capacity if additional breakers are required.
  - IV. Company will be responsible for the operation and maintenance of the EV charging system and all associated costs.
  - V. Company will compensate the City in an amount equal to \$1,200 per month for energy consumption costs which will be applied as a credit on each monthly invoice.
  - VI. The dedicated EV charging station will only be used for Company EVs currently under contact with the City.
- VII. Upon completion of the Contract Term, Company has the option to transfer ownership of the EV charging station at no cost to the City or remove/restore the location to its original condition.
- VIII. The City will provide an electrical supply cabinet with one available double pole dedicated 220V/60 Amp breaker.
- IX. The City will post signage designating the parking spaces as "Restricted Use Unauthorized Vehicles Towed at Owners Expense" between 5 pm and 10 am the following day, 7 days a week.
- X. The City will install pavement markings designating the spaces for EV charging use only.
- XI. During the restricted use time, chargers will be for the exclusive use to the Company and for the sole purpose of charging EVs under contract by the City of Hollywood.
- XII. The City Staff will have the ability to use the EV chargers during times when not in use by the Company.
- XIII. The City is not responsible and assumes no liability for any damage to the EV chargers of Company vehicles parked on City property.

Existing EV stations owned by the City may continue to be used by the Company; however, the City cannot ensure the availability of charging stations to service all vehicles in the fleet to satisfy the levels of service required by this Contract. Company to ensure charging stations are available to adequately service all vehicles in the fleet to satisfy the levels of service required by this Contract.

<u> </u>		06/05/2024
APPROVED BY:	James Mirras	Date:
	Co-Founder, Circuit Transit Inc.,	
DocuSigned by:		
George keller BB25DD053647405		6/20/2024
APPROVED BY:	George R. Keller, Jr. CPPT	Date:
	City Manager	