

RESOLUTION NO. R-CRA-2025-19

A RESOLUTION OF THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE PAYMENT OF FEES TO CIRCUIT TRANSIT INC. TO RENEW THE MICRO TRANSIT SERVICES IN AN ESTIMATED ANNUAL AMOUNT OF \$470,567.00; PROVIDING FOR A TOTAL ESTIMATED ANNUAL COST OF \$1,246,000.00 TO BE SHARED BY THE CRA AND THE CITY OF HOLLYWOOD.

WHEREAS, the City required micro transit/circulator services to provide residents and tourist with alternative transportation to and from West Hollywood, Downtown Hollywood, Hollywood Beach, and the City's parking garages; and

WHEREAS, on June 7, 2023, the City Commission passed and adopted Resolution No. R-2023-161, approving a Blanket Purchase Agreement in the amount up to \$1,128,942.00 with Circuit Transit Inc., for Citywide micro transit/circulator services for an initial one-year term from July 1, 2023, to June 30, 2024, with three additional one-year optional renewal periods; and

WHEREAS, the Department of Development Services, Engineering, Transportation and Mobility Division desire to issue the second of three one-year renewals to the Blanket Purchase Agreement in the annual amount of \$1,246,00.00 for a one-year renewal period from July 1, 2025, to June 30, 2026; and

WHEREAS, the total estimated annual cost of \$1,246,000.00 for the services will be jointly funded by the Community Redevelopment Agency ("CRA") and City as follows:

- Zone 1 Total: \$1,001,206.00,
 - CRA will contribute 47% of costs from account numbers 163.638504.55200.548060.000000.000.000 and 166.668602.55200.548060.000000.000.000.
 - The City will contribute the remaining 53% from account number 336.140201.54100.531170.000000.000.000
- Zone 2 Total: \$244,794.00,
 - City will contribute 100% of the costs from account number 336.140201.54100.531170.000000.000.000; and,

WHEREAS, the Executive Director of the CRA recommends the CRA Board approve the contribution of funds for micro transit/circulator services within the Downtown CRA and Beach CRA.

RESOLUTION OF THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE PAYMENT OF FEES TO CIRCUIT TRANSIT INC. TO RENEW THE MICRO TRANSIT SERVICES IN AN ESTIMATED ANNUAL AMOUNT OF \$470,567.00; PROVIDING FOR A TOTAL ESTIMATED ANNUAL COST OF \$1,246,000.00 FOR THE PERIOD FROM JULY 1, 2025, TO JUNE 30, 2026, TO BE SHARED BY THE CRA AND THE CITY OF HOLLYWOOD.

NOW, THEREFORE, BE IT RESOLVED BY THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY:

Section 1: That the forgoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the payment, by the appropriate CRA officials, of fees, pursuant to the attached Blanket Purchase Agreement with Circuit Transit Inc. for circulator services, in an estimated amount of \$470,567.00, together with such non-material changes as may subsequently be agreed to by the Executive Director and approved as to form by the General Counsel.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 4th day of June, 2025.

ATTEST:



PHYLLIS LEWIS
BOARD SECRETARY

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY



JOSH LEVY, CHAIR

APPROVED AS TO FORM:



DAMARIS HENLON

INTERIM GENERAL COUNSEL



Blanket Purchase Agreement PA600746

Supplier Details:

Company Circuit Transit Inc
Contact James Mirras
Address 501 E Las Olas Blvd
Suite 300
Fort Lauderdale, FL 33301

Submit your response to:

Company City of Hollywood, FL - Development Services Eng. Transp. and Mobility
Contact Johnson, Mark
Address 2600 Hollywood Blvd
Hollywood FL 33020
Phone
Fax
E-mail mjohnson@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

RFP RFP-045-23-SK; Reso No. R-2023-161

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Blanket Purchase Agreement PA600746

Agreement	PA600746
Creation Date	16-DEC-2024
Change Order	3
Change Order Date	16-DEC-2024
Revision	2
Agreement Amount	3,503,884.00 USD

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR
Mail To **City of Hollywood**
Accounts Payable, Room 119
P.O. Box 229045
Hollywood, FL 33022-9045

Supplier **Circuit Transit Inc**
501 E Las Olas Blvd
Suite 300
Fort Lauderdale, FL 33301

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	103819	Net 30	None	Destination
	Start Date	End Date	Shipping Method	
Initial Award Term	07/01/2023	06/30/2026		
First Renewal Period	07/01/2023	06/30/2024		
Second Renewal Period	07/01/2024	06/30/2025		
Third Renewal Period	07/01/2025	06/30/2026		
Fourth Renewal Period	07/01/2026	06/30/2027		

Attachments

Type	File Name or URL	Title	Description
File	Circuit Amendment_6.20.24.pdf	Circuit Amendment_6.20.24.pdf	
File	Signed R-2024-132-1.pdf	Signed R-2024-132-1.pdf	Reso - 1st Renewal
File	R-2023-161.pdf	R-2023-161.pdf	Executed Reso
File	Circuit Final_Contract Executed 07172023.pdf	Circuit Final_Contract Execute	Executed Contract

Line	Item	UOM	Price	Expiration Date
1	Zone 1 - Monthly Fixed Costs		0.00	
Attachments				
	Type	File Name or URL	Title	Description
2	Zone 2 - Monthly Fixed Costs		0.00	
Attachments				

Line	Item	UOM	Price	Expiration Date
	Type	File Name or URL	Title	Description
3	Zone 3 - Monthly Fixed Costs		0.00	
Attachments				
	Type	File Name or URL	Title	Description
4	Additional Microtransit Services per RFP-045-23-SK		0.00	
Attachments				
	Type	File Name or URL	Title	Description

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TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprourement.

F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected



Blanket Purchase Agreement PA600746

commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.



Blanket Purchase Agreement PA600746

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Otis Thomas
Director, Procurement and Contract Compliance

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RESOLUTION NO. R-2023-161

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH CIRCUIT TRANSIT INC. FOR MICRO TRANSIT SERVICES IN AN ESTIMATED ANNUAL AMOUNT OF \$1,128,942.00.

WHEREAS, the City Commission requested that staff obtain micro transit/circulator services to provide residents and tourists with alternative transportation to and from West Hollywood, Downtown Hollywood, Hollywood Beach, and the City's parking garages; and

WHEREAS, on February 1, 2023, RFP No. 045-23-SK was advertised on OpenGov; and

WHEREAS, on March 9, 2023, RFP No. 045-23-SK closed and a total of two proposals were received from the following proposers: Circuit Transit Inc. ("Circuit") and Freebee; and

WHEREAS, on March 30, 2023, an Evaluation Committee consisting of City staff from the Departments of Development Services, Design and Construction Management, Communications, Marketing & Economic Development, Community Redevelopment Agency and Procurement (Non-Voting), met and began evaluating the proposals; and

WHEREAS, based upon the proposers' submittals, the Evaluation Committee unanimously decided to have both Circuit and Freebee make oral presentations; and

WHEREAS, on April 18, 2023, oral presentations were held, and the Evaluation Committee finalized their scoring as follows:

Circuit Transit Inc.	93/105 Points
Freebee	78/105 Points; and

WHEREAS, the Evaluation Committee has determined that Circuit, which is the highest-ranking firm, is the best qualified firm to provide circulator services and recommends that the City Commission authorize the appropriate City officials to execute an agreement with Circuit that includes the City's RFP, Circuit Transit Inc.'s proposal and finalization of certain terms such as the term and revenue component for these services, for an initial one-year period with an option to

renew for three additional one-year periods; and

WHEREAS, Circuit currently provides these services in a satisfactory manner to the City; and

WHEREAS, on April 18, 2023, a Notice of Intent to Award was posted on the City's website and on OpenGov.com, and resulted in no bid protests; and

WHEREAS, funding for this Agreement will be distributed as follows:

- Zone 1 Total: \$942,611.78:
 - CRA will contribute 63% of costs from account numbers 163.638504.55200.548060.000000.000.000 and 166.668602.55200.548060.000000.000.000
 - The City will contribute the remaining 37% from account number 336.140201.54100.531170.000000.000.000
- Zones 2 and 3 Total: \$186,330.00:
 - The City will contribute 100% of the costs from account number 336.140201.54100.531170.000000.000.000; and

WHEREAS, the CRA will seek approval for its contribution amount through the CRA Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of the attached agreement embodying the terms and conditions approved by the City Commission with Circuit Transit Inc., together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH CIRCUIT TRANSIT INC. FOR MICRO TRANSIT SERVICES IN AN ESTIMATED ANNUAL AMOUNT OF \$1,128,942.00.

PASSED AND ADOPTED this 7 day of June 2023.

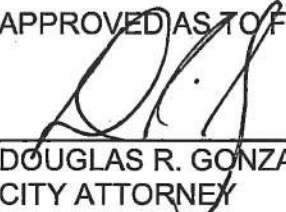
ATTEST.



PATRICIA A. CERNY, MMC
CITY CLERK


JOSH LEVY, MAYOR

APPROVED AS TO FORM:


DOUGLAS R. GONZALES
CITY ATTORNEY

JTB

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

THIS CONTRACT is being entered into this 1st day of July, 2023 (the "Effective Date") by and between the City Of Hollywood (hereinafter the "City"), a municipal corporation of the State of Florida and Circuit Transit Inc. (hereinafter the "Company"), a corporation organized and existing under the laws of the State of Florida, having its principal office at 501 East Las Olas, Suite 300, Fort Lauderdale, Florida

SECTION A – Contract Overview

A-1 Summary of Contract

- (a) The subject matter of this Contract is to provide the vehicles, operate and manage a micro-transit service in the Service Area as defined in and Exhibits "A" (Scope of Work) and Exhibit "B" - RFP-045-23-SK- CITYWIDE MICRO-TRANSIT SERVICES, Exhibit "D" (Service Areas), and Exhibit E, which sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. In the event of a conflict, the City's RFP Documents shall prevail unless otherwise stated in this Contract.
- (b) The Contract type is: This is a Non-Exclusive Contract.
- (c) The following documents are hereby incorporated into this Contract:
- (i) Exhibit "A" – Statement of Work
 - (ii) Exhibit "B" - RFP-045-23-SK - Citywide Micro-Transit Services
 - (iii) Exhibit "C" - Company's Proposal
 - (iv) Exhibit "D" - Service Areas
 - (v) Exhibit "E" - Pricing

A-2 Contract Amount

The Contract Amount shall not exceed \$1,128,942.00 USD for the performance period.

A-3 Performance Period

- (a) The performance period commences from Effective Date and continues for a period of 12 months. This Agreement may be renewed by the parties for three one-year periods upon mutual agreement of the parties and said renewal shall be in writing in accordance with Section D-13 of this Contract.

SECTION B – Statement of Work

B-1 Statement of Work

- (a) Services will be provided in accordance with the Statement of Work set forth in Exhibits "A" "B", "C", "D" and "E",

SECTION C – Special Conditions

C-1 Project Manager/Company Representative

- (a) The City designates Mark L. Johnson as the Project Manager for this Contract, who may be contacted at: mjohnson@hollywoodfl.org or (954) 921-3991 The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Company designates Jason Bagley as the Company Representative for this Contract, who may be contacted at jason@ridecircuit.com The Company will provide written notice to the City should there be a subsequent Company

Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

C-2 Pricing and Payment

- (a) Payment. Payment to the Company will be made only for the actual Services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section C-4, "Invoices".
- (b) The City will pay the Company in accordance with the pricing set forth in Exhibit "E" – Pricing to this Contract.
- (a) Reimbursable Travel Expenses. There are no reimbursable travel expenses payable under this Contract.

C-3 Pricing Revisions

Costing adjustments shall be governed by Exhibit "B", Section 1.70 and as set forth below:

- (a) For the term of this Contract, pricing may be revised for the reason(s) set forth below:
- Change in minimum wage
 - Approved decision to add additional cars
 - Approved decision to adjust the number of service hours
 - Approved decision to add, adjust or modify additional services that increases costs for the Company
- (b) Each pricing revision permitted herein must be approved in writing by the Project Manager and, if approved, shall become effective thirty (30) days after notice of the change has been received by the City, or on such earlier or later date as may be agreed upon by the parties. However, any pricing changes will be governed by the City's Purchasing Ordinance and dependent upon the revisions, City Commission approval may be required.
- (c) Any pricing revision permitted pursuant to this section may be delayed or denied if the Company fails to submit a timely request or fails to provide adequate documentation in support thereof.
- (d) Any approved pricing revision is not retroactive, and any invoice pending on the date of approval of the pricing revision shall be paid on the basis of the pricing in effect on the date services were provided.

C-4 Invoices

- (a) The Company will submit a monthly detailed invoice to the City, in a format to be defined by the Project Manager as negotiated with Company. Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
 - (ii) the purchase order number;
 - (iii) the Contract Item(s) according to Exhibit E – Pricing against which charges are made; and,
 - (iv) performance dates covered by the invoice.
 - (v) service credits offered from advertising dollars received by Company
 - (vi) Net revenue credits received by the Company

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to: accountspayable@hollywoodfl.org or mail them to:

City of Hollywood
 Accounts Payable, Room 119
 P.O. Box 2229045
 Hollywood, FL 33022-9045

- (b) The Company shall forward a copy of the invoice to the Project Manager, with the following items:

- (i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
- (ii) copy of the applicable Deliverable associated with the invoice

C-5 Insurance

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the insurance coverages as identified in Exhibit "B", Section 3.17:
- (b) The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this contract. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this contract. The City must be provided a signed statement from insurance agency of record that the full policy contains no such exception.

Submit certificates of insurance to:

City of Hollywood
Department of Development Services
P.O. Box 2229045
Hollywood, FL 33022-9045

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section C-5 shall be provided to the City if so requested.

- (c) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.
- (d) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section C-6, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (e) Any subcontractor or sub consultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (f) The Company is encouraged to purchase any additional insurance it deems necessary.
- (g) The Company is required to make its best efforts to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

C-6 Warranty – Services

The Company warrants that the services shall be performed in full conformity with this Contract and Exhibits "A" and "B", with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty. However, if Company fails to perform, City may terminate this Agreement with or without cause consistent with Exhibit "A".

SECTION D – General Conditions

D-1 Legal Notice

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: Project Manager
 City of Hollywood
 2600 Hollywood Blvd., Rm. 308
 Hollywood, FL 33020

WITH A COPY TO: City Attorney
 City of Hollywood
 2600 Hollywood Blvd., Rm. 407
 Hollywood, FL 33020

FOR THE COMPANY: James Mirras
 Circuit Transit Inc.
 501 East Las Olas
 Suite 300
 Fort Lauderdale, FL 33301

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Notice of Delay

- (a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

D-3 Termination for Convenience

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason) within 120-days notice and as more specifically set forth in Exhibit "B". Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination and shall provide any substantiating documentation requested by the City. In the event of such termination, the

City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

D-4 Event of Default

- (a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the specifications, (ii) fails to deliver the services within the time specified in this Contract including Exhibit "A" (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within 30 days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract. Events of Default shall also include those items set forth in Exhibit "B" specifically Section 1.63.
- (b) If there occurs an Event of Default, the Company shall be entitled to 10 calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten-day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the 10 day period and is diligently pursued to completion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section D-5, "Termination for Default", below and as set forth in Exhibit "B" Section 1.64.

D-5 Termination for Default

- (a) If the Event of Default is not remedied as required pursuant to Section D-4, "Event of Default", the City may, by written notice to the Company pursuant to Section D-1, "Legal Notice", terminate this Contract in whole or in part.
- (b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement goods that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.
- (c) Force Majeure. This Contract shall be governed by the Force Majeure provision in Exhibit "B", Section 7.34.
- (d) The City retains the right to terminate for default immediately if the Company fails to maintain the required levels of insurance, fails to comply with applicable local, state, and Federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.

D-6 Limitation of Funding

Company acknowledges that the obligation of City to pay Company is limited to the availability of funds appropriated in a current fiscal year period, and continuation of Contract into a subsequent fiscal year is subject to the appropriation of funds, unless otherwise authorized by law. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In the event of a decrease or limitation in funding the Company reserves the right to reduce service levels or suspend service as needed.

D-7 Changes – Fixed-Price Goods or Services

- (a) The City may at any time, , and without notice to the sureties, if any, request changes within the general scope of this Contract in any one or more of the following:
- (i) Description of services to be performed or goods to be provided including types of vehicles and number of vehicles.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.

(iv) Time or place of delivery of goods

- (b) Upon written mutual agreement, Company and the City will determine the appropriate adjustment(s) to the services.
- (c) Any change to the cost of services will be based upon the schedule in Exhibit E: Pricing as determined by types of vehicles, number of vehicles and operating hours.
- (d) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- (e) If the mutually agreed adjustment includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.
- (f) The Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

D-8 Entire Contract, Section and Paragraph Headings

- (a) This Contract, including all Exhibits, represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

D-9 Severability

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

D-10 Waiver

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

D-11 Modification/Amendment

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void and may not be relied upon by either party.

D-12 Assignment

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

D-13 Indemnification

In addition to the insurance requirements set forth in Section C-5, "Insurance", the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all

claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any intentional, wrongful or negligent act or omission, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City. This provision includes the indemnity requirements set forth in Exhibit "A", Section 1.46. The provisions and obligations under this section shall survive the expiration or earlier termination of this Agreement. Nothing in this Contract shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

D-14 Patent Indemnity

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives. Said Patent Indemnity includes the provisions set forth in Exhibit "B", Section 7.47, Patent and Copyright Indemnification.

D-15 Audit of Records

- (a) In addition to the Audit requirements set forth below, the parties shall be governed by the Audit requirements set forth in Exhibit "B", Section 7.28, Audit Rights.
- (b) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (c) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Broward County, the Company agrees to deliver them to the City, or to an address designated by the City within Broward County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (d) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

D-16 Confidentiality – City Information

- (a) The parties acknowledge that this Contract is subject to Chapter 119, Florida Statutes, entitled the "Public Records Act".

- (b) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.
- (c) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (d) The obligations of confidentiality shall survive the termination of this Contract.

D-17 Marketing Restrictions

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. This restriction does not apply to general marketing of the services to promote and inform the public about the services.

D-18 Taxes/Compliance with Laws

- (a) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

D-19 Licenses/Registrations

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Hollywood business license if required.

D-20 Non-Discrimination and Fair Employment Practices

- (a) **Discrimination:** The City of Hollywood is committed to promoting full and equal business opportunity for all persons doing business in Hollywood. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or consultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.
- (b) **Fair Employment Practices:** In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

D-21 Employment of Unauthorized Aliens

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

D-22 Conforming Services

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

D-23 Independent Contractor

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

D-24 Official, Agent and Employees of the City Not Personally Liable

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

D-25 Public Records

The City is a public agency as defined by state law and is governed by Chapter 119, Florida Statutes, "Public Records Act". The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential).

The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Company shall comply with the public records law. Company shall keep and maintain public records required by the City in the performance of services under this Contract. Upon request from City's custodian of records, Company shall provide City with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract's term and following completion of the Contract if Company does not transfer the public records to City. Upon completion of the Contract, Company shall transfer, at no cost, to City, all public records in its possession or keep and maintain public records required by City to perform the services required under this Contract. If Company transfers all of the public records to City upon completion of the Contract, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of the Contract, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the city's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF A PARTY TO THIS CONTRACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT PATRICIA A. CERNY, CITY CLERK CUSTODIAN OF PUBLIC RECORDS AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG, 2600 HOLLYWOOD BLVD., HOLLYWOOD, FLORIDA 33020 AND STEVE STUART DIRECTOR OF PROCUREMENT AT (954) 921-3628 SSTEWART@HOLLYWOODFL.ORG.

D-26 Use By Other Government Entities

A governing body or its authorized representative and the State of Florida may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. It is understood and agreed by Company and the City that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this Agreement. It is also understood and agreed that each local entity will establish its own contract with Company, be invoiced therefrom and make its own payments to Company in accordance with the terms of the contract established between the new governmental entity and Company. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

D-27 Governing Law

This Contract, including appendices and Exhibits, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence or otherwise), shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

D-28 Counterpart Signatures

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF HOLLYWOOD

COMPANY

DocuSigned by:


Name, Title
Mayor

DocuSigned by:
Alex Esposito

Name, Title
CEO
6/14/2023
Date

ATTEST:

DocuSigned by:
Patricia A. Cerny

784415EE2C0C47E...
Date
7/17/2023



APPROVED AS TO FORM:

DocuSigned by:
Douglas Gonzalez

Name, Title
City Attorney
7/17/2023
Date