

AMENDMENT NO. 2 TO AGREEMENT NO. C43540 BETWEEN THE CITY OF PALM DESERT AND CIRCUIT TRANSIT, INC.

1. Parties and Date.

This Amendment No. 2 to the made and entered into as of this **9th** day of **July, 2024**, by and between the City of Palm Desert ("City") and **Circuit Transit, Inc, a Corporation**, with its principal place of business at 501 E Las Olas Blvd, Suite 300 Ft Lauderdale, FL 33301 ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and **Circuit Transit, Inc** have entered into an agreement entitled "Agreement C43540" dated **July 14, 2022** ("Agreement" or "Contract") for the purpose of retaining the services of **Circuit Transit, Inc** to provide **on-demand shuttle service along El Paseo for the period dating mid-October 2022 through May 2023.**

2.2 Amendment No. 1. The City and **Circuit Transit, Inc** amended the Agreement to **extend the term of the Agreement and update the operations schedule for shuttle service.** The Parties have heretofore entered into that Amendment No.1 dated **July 13, 2023.**

2.3 Amendment No. 2. The City and **Circuit Transit, Inc** desire to amend the Agreement to **extend the term of the Agreement and update the operations schedule for shuttle service.**

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to **Section 7** of the Agreement.

3. Terms.

3.1 Scope of Services and Term. Section 2 of the Agreement is hereby amended in its entirety to read as follows:

- A. General Scope of Services: CONTRACTOR promises and agrees to furnish to CITY all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project described in the CONTRACTOR'S Proposal dated June 29, 2022, attached hereto as Exhibit B ("Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.
- B. Vehicle Operation: Vehicles shall be in regular service seven days per week, 11:00 a.m. through 6:00 p.m. daily, (days subject to change by the CITY), including holidays, except Christmas Day and Thanksgiving Day, as follows:

Initial contract operating period: October 14, 2022 - May 29, 2023

First Amendment operating period: October 13, 2023 - May 27, 2024

Second Amendment operating period: October 11, 2024 – May 26, 2025

CONTRACTOR shall operate the vehicles in accordance with the applicable

operating schedule, attached hereto as Exhibit "A" ("Schedule"). Vehicles are permitted to be out of service for one half-hour plus two 15-minute breaks during each seven-hour operating period. No breaks shall be taken consecutively or concurrently. At the direction of the CITY, more hours may be added to the schedule described herein or may be reduced from this schedule. In the event that the number of hours is changed, the contract amount will be adjusted accordingly by application of the unit rates contained in Exhibit B. The CITY retains the right to increase, decrease, or, with thirty (30) days' notice, to suspend or cancel the service for any period at any time.

The CONTRACTOR shall provide neatly-attired professional drivers whose appearance is appropriate for the context in which they will be working (company golf shirts, for example).

- C. Term: The term of this Agreement shall be from **July 14, 2023, to May 26, 2025**, unless earlier terminated as provided herein. CONTRACTOR shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services. Further renewal(s) would be subject to a CPI increase. Execution is completed when all parties have signed the agreement. Agreement is subject to annual budget approval by the City Council. If not approved during the budget process the agreement will be cancelled according to the termination procedures outlined below.

3.2 Section 4 (Fees and Payment) of the Agreement is hereby amended in its entirety to read as follows:

A. Operation of the El Paseo Courtesy Cart Service: CONTRACTOR shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement per Exhibit "B". The total compensation shall not exceed Two Hundred Twenty-Four Thousand Seven Hundred and Twenty Dollars and One Cents (\$224,720.01) per year, without written approval of the City Council or City Manager, as applicable.

3.3 Exhibit "A" is hereby amended to add the 2024 – 2025 City of Palm Desert Neighborhood Electric Vehicle (NEV) Operations Schedule, attached hereto and incorporated herein by reference.

3.4 Exhibit "B" page 18 is hereby amended to add the 2024-2025 Compensation schedule, attached hereto and incorporated herein by reference.

3.5 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.6 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the

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obligations they have undertaken pursuant to this Amendment No. 2.

3.7 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.8 Counterparts. This Amendment No. 2 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**“EXHIBIT A”
2024 – 2025 City of Palm Desert Neighborhood Electric Vehicle (NEV) Operations
Schedule**

Regular

Month	# of Days	Hours Per Day	Total Hours Per Cart
October 11 – 31, 2024	21	7	147
November 1-30, 2024 (excluding Thanksgiving)	29	7	203
December 1-31, 2024 (excluding Christmas)	30	7	210
January 1-31, 2025	31	7	217
February 1-28, 2025	28	7	196
March 1-31, 2025	31	7	217
April 1-30, 2025	30	7	210
May 1-26, 2025	26	7	182
Total Annual Regular Hours - One (1) Cart			1582
Total Annual Regular Hours - Two (2) Cart			1582
Total Annual Regular Hours - Three (3) Cart			1582
Total Annual Regular Hours for all Three (3) Carts			4746

Potential Overtime Hours – (At the direction of the City, but not to exceed)

Month(s)	Hours Per Month	Number of Months	Total Hours Per Cart
October 2024 – February 2025	4	5	20
March 2025	55	1	55
April – May 2025	3	2	6
Potential Overtime Hours - One (1) Cart			81
Potential Overtime Hours - Two (2) Cart			81
Potential Overtime Hours - Three (3) Cart			81
Total Potential Overtime Hours for all Three (3) Carts			243

**“EXHIBIT B”
COMPENSATION**

Standard Vehicle

Straight Time: \$43.85/car/hr

Overtime: \$55.25/car/hr

ADA Vehicle

Straight Time: \$45.31/car/hr

Overtime: \$56.71/car/hr

Annual Straight Time Standard (based on two vehicles)	3,164	\$43.85	\$138,741.40
Annual OT Standard (based on two vehicles)	162	\$55.25	\$8,950.50
Annual Straight Time ADA (based on one vehicle)	1,582	\$45.31	\$71,680.42
Annual OT ADA (based on one vehicle)	81	\$56.71	\$4,593.51
Annual Total	4,989	-	\$223,965.83

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased or reduced each year at the time of renewal, but any increase shall not exceed the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties.