

RESOLUTION NO. 13-2164

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA ("TOWN") APPROVING AN AGREEMENT WITH CCGI HOLDINGS, LLC ("CAR CHARGING"); PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town, a municipal corporation, agrees to enter into an agreement with CCGI Holdings, LLC ("Car Charging") to install, maintain, service, and operate electric car charging stations; and

WHEREAS, the Agreement (attached hereto as Exhibit "A") is for an initial five year term with two additional five year renewal options and is for the initial installation of one electric car charging station at no cost to the Town; and

WHEREAS, Car Charging is qualified, willing, and able to provide the desired services on the terms and conditions set forth in the attached Agreement; and

WHEREAS, it is in the best interests of the Town to enter into the Agreement with Car Charging to install an electric car charging station and continue to show support of green initiatives for its residents and visitors.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval and Authorization: The Town Commission hereby approves and authorizes the Town Manager to enter into the Agreement (Exhibit "A") with Car Charging and take any and all actions necessary to implement this Resolution.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 11th day of June 2013.

Motion by Commissioner Oldhyk, second by Commissioner Graubart.

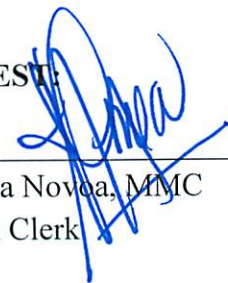
FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart
Commissioner Michelle Kligman
Commissioner Marta Olchyk
Vice Mayor Michael Karukin
Mayor Daniel Dietch


yes
yes
yes
yes
yes



Daniel Dietch, Mayor

ATTEST:


Sandra Novoa, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**


Linda Miller, Interim Town Attorney

EXCLUSIVE ELECTRIC CAR CHARGING SERVICES CONTRACT

PREAMBLE

WHEREAS, CCGI HOLDINGS, LLC with an office address of 1691 Michigan Avenue, Suite #601, Miami Beach, Florida 33139 (hereinafter "Provider"), desires to be engaged by TOWN OF SURFSIDE, a Florida municipality with an address of 9293 Harding Avenue, Surfside, FL 33153 (hereinafter "Client") for the term of this Exclusive Electric Car Charging Services Contract (the "Contract") and any renewals and/or extensions thereof, as the exclusive Provider to Client to make available, provide, install, maintain, service and operate electric car charging stations wheresoever located (the "Equipment") within the real property owned and/or leased by Client with property address(es) set forth on annexed Exhibit A which is incorporated by reference herein (all properties collectively referred to herein as the "Property"); and

WHEREAS, the purpose of this Contract is for Provider to enable Client to offer electric car charging services on the Property for the use of Client, its guests, employees, licensees or invitees; and

WHEREAS, the Equipment shall be installed and maintained by Provider or its approved subcontractors in areas specifically designated for electric car charging by Client at the location(s) within the Property specifically set forth and/or depicted by diagrams on annexed Exhibit B (as it may be updated from time to time throughout the Term of this Contract) (hereinafter the "Designated Areas"); and

WHEREAS, Client desires to so contract with Provider exclusively to provide the Equipment and its related services on an exclusive basis upon the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the covenants, conditions and agreements contained in this Contract, the parties mutually agree and covenant as follows:

1. **Preamble Made Part of Contract.** The preamble described above is made a part of this Contract and expressly incorporated by reference herein.

2. **Term of Contract/Renewal/Removal of Equipment.**

2.1 **Term.** The term of this Contract shall be for a period of five (5) years commencing on the Effective Date (which shall be defined as the date of installation of the Equipment¹) and ending at 11:59 p.m. on the fifth (5th) anniversary of such installation date (the "Initial Term").

2.2 **Renewal.** This Contract shall automatically renew for a five (5) year renewal term and thereafter a second five (5) year renewal term (each, a "Renewal Term") unless either party provides written notice, at least 30 days prior to the expiration of the Term or the first Renewal Term, of its intent not to renew this contract.

¹ See Exhibit D for acknowledgment of installation date by CLIENT.

2.3 Client hereby grants Provider the right, upon the termination of this Contract, to enter upon the Property within sixty (60) days after such termination and to remove any and all Equipment (which all right, title and interest in said Equipment shall at all times during the term of this Contract, be deemed property of Provider) as well as any other ancillary property of Provider relating thereto. Provider shall repair any damage caused from such removal at its sole cost and expense and Provider shall coordinate removal of Equipment with Client.

3. **Installation and Maintenance of Equipment and the Surrounding Property.**

3.1 Provider agrees to supply and install, at Provider's sole expense, the Equipment at the Designated Areas. It is expressly agreed that Client will designate a minimum of one (1) parking spot to Provider exclusively for use for electric car charging. Provider shall not install additional equipment without the prior written approval of Client. Provider shall perform all installations and work in such a way as to minimize interference with operation of the Property.

3.2 Provider further agrees that it shall maintain and replace the Equipment as necessary to keep the Equipment in proper working order. During the Term of this Contract, Provider, its employees, agents and vendors may enter upon the Property at any time (and to the extent possible, with notice to Client or its designated property manager), for purposes of installing, inspecting, servicing and maintaining the Equipment. Client agrees that it shall not interfere, or cause its employees or agents to interfere with Provider in conjunction with the installation, service, maintenance, removal or data collection from the Equipment or in any way otherwise interfere with Provider's responsibilities under this Contract.

3.3 Provider agrees to make available technical service support personnel to promptly service the Equipment in a commercially reasonable manner. In the event Client knows of or becomes aware of any actual or potential claim against the Provider by any person or entity, or any actual or potential malfunction with the Equipment, Client shall notify Provider promptly upon notification of such claim or malfunction. Provider shall ensure the Equipment is clearly marked with the following information for users: (i) Provider's or a designated contact party's information for complaints, notification and service issues; (ii) a statement that Provider is fully responsible for all service issues, including damage or loss to vehicles or improper charging; and (iii) a disclaimer stating Client is not responsible for any service issues or loss connected with use of the Equipment.

3.4 Client agrees, at its own expense and at all times during the Contract Term, to keep public areas, streets and sidewalks appurtenant to any Designated Areas, reasonably free of debris and rubbish and in good repair and condition. In addition, Client shall provide and maintain, in compliance with the requirements of the applicable codes and statutes, such outdoor lights and lighting as may be necessary to illuminate the Designated Areas and Equipment.

3.5 Upon installation of the Equipment, Provider shall have the right to install signage substantially in the form attached hereto as Exhibit E in the Designated Area(s)

and on the Property advertising and/or identifying the Equipment as an “EV Charging Station.” Provider shall pay all costs and expenses associated with the creation, installation, maintenance and removal of such signage.

4. Revenue/Electricity Reimbursement.

4.1 Revenue. Provider shall remit to Client ten percent (10%) of the monthly gross revenue generated by the Equipment, which shall include, but may not be limited to, all revenue generated by electric car charging fees and advertising (the “Revenue Payment”). The Revenue Payment made to Client under this Section 4 shall be calculated monthly and shall expressly exclude any portion of the gross revenue used to offset any and all electricity charges or payment processing charging of Provider related to the Equipment.

4.2 The Revenue Payment shall be issued by Provider to Client on or before the fifteenth (15th) day of each subsequent month to the applicable monthly revenue period. Each payment will be accompanied by a report which will detail the number of transactions and gross revenue received by Provider for the prior month from all sources including, but not limited to, charging services and advertising. Client shall have no claim for any additional payments beyond the Revenue Payment or the Electricity Reimbursement payment (to the extent applicable) made hereunder

4.3 Session Limits. Client agrees that Provider shall be solely responsible for issues relating to session time limits, advertising fees or other charges relating to use of the Equipment by any party.

4.4 Collection of Revenue. Provider will arrange for and supervise all revenue collection generated by the Equipment.

4.5 Electricity Charges. Provider shall be responsible for all electric charges applicable to the Equipment (the “Electricity Charges”) and shall reimburse Client for the Electricity Charges based upon Provider’s consumption of electricity determined by a report generated by the Equipment indicating the exact amount of kilowatt hours used for its operation at the billable kilowatt rate to Client under its electric bill (the “Electricity Reimbursement”). Provider shall be charged the same cost as would be charged to Provider by the utility company if such Electricity Charges were billed directly to Provider. Provider will make the Electricity Reimbursement payment to Client within thirty (30) days following receipt of the monthly electricity invoice, provided, however, that any credit received from a disputed utility company invoice shall appear as a credit to Provider on the next invoice following receipt of such credit by Client. Client shall tender to Provider an electric bill (copy to be attached as Exhibit C inclusive of the Designated Areas and Provider shall calculate and provide, in writing, to Client the dollar value of the billable kilowatt rate to Client under its electric bill. Provider shall recalculate the billable rate each fiscal quarter upon receipt of a bill by Client. Client acknowledges that the rate calculation for this Paragraph 4 may not be completed and delivered by Company until after Client has delivered its first electric bill to Provider to determine calculation.

4.6 Notwithstanding the foregoing, to the extent Provider installs Equipment which includes an internal “revenue grade” smart meter Client acknowledges that such “smart meter” will directly calculate the Electricity Charges to Provider and such charges will be billed and paid directly by Provider to the local electricity utility company thereby removing any obligation of Provider to reimburse Client for electricity usage hereunder. Client further acknowledges that Provider may establish its own account and have its own meter installed at the Property through which the utility company shall bill Provider directly for any electricity used in conjunction with the Equipment. Any electricity charges paid shall be applied to the gross revenue deductions described in Section 4.1.

4.7 Payment Remittance. All payments due to Client hereunder shall be sent to the following address:

Payee Name (if different from Client)	Payee Address	FEIN (if different from Client)

5. Equipment Upgrade. Client hereby acknowledges that notwithstanding anything to the contrary herein, at any time during the Term of this Contract, Provider may, with no less than 48 hours written notice to the Client, ~~without notice to Client~~ upgrade any Equipment within the Designated Areas. Provider shall be solely responsible for any costs involved with such upgrade.

6. Relocation.

6.1 Client hereby acknowledges that notwithstanding anything to the contrary herein, at any time during the Term of this Contract, Provider may, upon written request to Client, whose consent may not be unreasonably withheld, relocate or remove Equipment to the extent that a specific location within the Designated Areas is not performing to Provider’s specifications. Provider shall be solely responsible for any costs involved in the relocation or removal of any Equipment.

6.2 Furthermore, if Client unilaterally determines to change the location of a Designated Area, the cost and expense of reinstallation of the Equipment incurred in such relocation shall be borne solely by Client.

7. Indemnification. Provider shall defend, indemnify, and hold harmless the Town, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs, arising out of or, related to, or in any way connected with Provider’s performance or non-performance of this Contract. Provider shall defend, indemnify, and hold the Town harmless from all losses, injuries, or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys’ fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or workers’ compensation claims under federal or state law. The provisions of this section

shall survive termination of this Contract.

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Provider hereby agrees to indemnify, hold harmless and defend the Client, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the Client's behalf against any and all liability, loss, cost, damages, expenses, claims or actions of whatever type or nature, including but not limited to reasonable attorney and expert fees and suit cost, for trials and appeals, that the Client may pay, sustain, or incur arising wholly or in part due to any negligent or deliberate act, error or omission of Provider including, but not limited to, the Provider's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc., in the execution, performance or non-performance or failure to adequately perform Provider's obligation pursuant to this Agreement.

8. **Exclusive Right/Option/Reimbursement.** Client agrees that it will not contract with any other entity besides Provider to install, maintain, service or operate any electric car charging equipment during the Term of this Contract. Therefore, at any time during the Term of this Contract, should it be determined that additional Designated Areas be created for electric car charging equipment, either on the Property or at another Client-owned/managed location, Provider shall have the exclusive right to install, maintain, operate and service the Equipment at said location. Each additional Property added during the Term of this Contract shall be added to Exhibit A and each additional Designated Area added during the Term of this Contract shall be added to Exhibit B and the amended exhibit shall be acknowledged by the parties to reflect such additions. The determination of ratio of Equipment in a Designated Area under this Contract shall be in the exclusive determination of Provider, provided however that the addition of equipment and selection of location for additional equipment shall be subject to the prior written consent of the Town Manager or his designee.

9. **Licenses/Permits.** Provider agrees that it shall obtain any and all necessary licenses and/or permits for the installation and operation of the Equipment and shall be solely and exclusively responsible for any citations as a result of any default hereunder. Provider agrees to comply with all applicable statutory and administrative code changes that apply to car charging stations, equipment, and installation and/or maintenance of such. Any costs that may be incurred as a result of statutory and administrative code changes shall be the sole the responsibility of the Provider.

10. **Default.** No party shall commit or allow to continue any breach of this Contract, which shall not have been cured within sixty (60) days after receipt of written notice from the non-breaching party specifying the breach; provided, however that if the breach cannot be cured within sixty (60) days, the breaching party shall not be in default if, within such sixty (60) day period, it shall have commenced to cure said breach and shall continue its efforts with due diligence. Upon the occurrence of a default and a failure to cure within the allotted cure period, the non-breaching party shall have the right, at the option of the non-breaching party, to (i) terminate this Contract, or (ii) continue this Contract in full force and effect, notwithstanding the occurrence of such default. In an instance of a breach that has occurred more than once, the breaching party will be in default immediately upon such written notification of said breach. Except as otherwise provided in this Contract, the rights and remedies granted in this Contract are cumulative and are in addition to any given by any statutes, rule at law or otherwise, and the

use of one remedy shall not be taken to exclude or waive the right to use another.

11. **Binding.** This Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Nothing contained in it, whether expressed or implied, is intended to give or shall be construed as giving anyone other than the parties and the named Client and their successors or assigns any rights under this Contract. This Contract may be assigned by Provider to a wholly-owned subsidiary of affiliate without prior consent of Client; provided, however, that Provider shall provide notice of such assignment within 60 days after the effective date of the assignment.

12. **Governing Law, Jurisdiction, Venue and Waiver of Jury Trial.** This Contract shall be governed by the laws of the State of Florida, without regard to conflict of laws. Any suit involving any dispute or matter arising under this Contract may only be brought in State or Federal Court of Miami-Dade County, Florida which shall have jurisdiction over the subject matter of the dispute or matter. Provider and Client irrevocably waive any objection that they now have or hereafter may have to the laying of venue of any suit, action or proceeding brought in any such court and further irrevocably waive any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES TO THIS CONTRACT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, ANY OTHER CONTRACT OR INSTRUMENT DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

13. **Ownership of Equipment.** The parties expressly acknowledge that some of the Equipment may have been financed through the ChargePoint[®] America program or another grant-based program. The parties further expressly acknowledge and understand that, as between Client and Provider and regardless of whether or not such Equipment was sponsored through a grant program or otherwise financed, all right, title and interest in and to the Equipment shall at all times be and remain the property of Provider.

14. **Notices.** Any notice required to be given or otherwise given pursuant to this Contract shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent recognized overnight courier service as follows:

If to PROVIDER:

CCGI HOLDINGS, LLC

1691 Michigan Avenue, Suite #601, Miami Beach, FL 33139

With copy to:

The Bernstein Law Firm

1688 Meridian Avenue, Suite #418, Miami Beach, FL 33139

e-mail: michael@bernstein-lawfirm.com

If to CLIENT:

TOWN OF SURFSIDE,

9293 Harding Avenue, Surfside, FL 33153

15. **Insurance.** At all times during the term of this Contract, Provider shall keep and maintain, insurance necessary to protect Provider, Client and the Equipment from claims of any person who may perform work, service, maintenance and/or may otherwise utilize the Equipment. Provider shall further procure and maintain, at its own cost and expense and at all times during the Contract term, comprehensive general public liability insurance and any additional insurance coverage to insure against major vandalism of the installed Equipment. Provider shall name Client as an additional insured. Provider shall furnish to Client, a certificate of insurance evidencing such insurance is in full force and effect.

16. **Promotional Assistance.** Client agrees to place a link on any website maintained by it to www.carcharging.com for users to reach Provider and/or learn more information about Provider's electric car chargers. Provider agrees to place a link on its website to inform users of Client's location.

17. **Relationship of the Parties.** Provider acknowledges that it has its own independently established business that is separate and apart from Client's business. Nothing in this Contract shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.

18. **Force Majeure.** If Provider shall be delayed or hindered in or prevented from the performance of any act required under this Contract by reason of any strike, lockout, labor trouble, inability to procure materials or energy, failure of power, hurricane, restrictive governmental laws or regulations, riot, insurrection, picketing, sit-ins, war or other unavoidable reason of a like nature not attributable to the negligence or fault of Provider, then the performance of such work or action will be excused for the period of the unavoidable delay and the period for the performance of any such work or action will be extended for an equivalent period.

19. **Condemnation.** If any of the Designated Areas shall be taken for public or quasi-public use by any public or quasi-public authority under the power of eminent domain, then, at the option of Provider, (i) Client shall make a good faith effort to locate another Designated Area that is acceptable to both parties and (ii) if Client is able to locate another Designated Area that is acceptable to both parties, the Exhibit B of this Contract shall be amended accordingly to reflect the removal and replacement of such Designated Area.

20. **Estoppel Certificate.** At any time and from time to time, Client agrees upon request in writing from Provider to execute, acknowledge and deliver to Provider a statement in writing certifying that this Contract is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified) and the dates to which the revenue share has been paid.

21. **Exhibits.** All exhibits attached to this Contract and referred to herein are hereby incorporated by reference as if fully set forth herein. Any exhibit not annexed hereto may be attached subsequent to the Effective Date hereof and which shall thereafter be incorporated by reference herein. Client shall deliver to Provider documents necessary to satisfy Exhibits B and C.

22. **Car Charging Station Data.** Client, by executing this Contract, specifically acknowledges and agrees that Provider owns all right, title and interest in any records, files and/or data collected or produced by the Equipment on the Property (the “Proprietary Data”) and same shall be deemed the proprietary and exclusive property of Provider. Provider shall allow Client access to such Proprietary Data during the term of this Contract solely for its own internal purposes, subject to the aforesaid ownership interests of Provider with such access by Client concluded immediately upon termination or expiration of this Contract except as otherwise required by law. Client may not disclose any such Proprietary Data to any person, firm, corporation, association or other third party entity for any reason or purpose whatsoever without the prior written consent of an authorized representative of Provider except as otherwise required by law, *provided however*, that nothing herein shall be interpreted as preventing Client from using the Proprietary Data for use in verifying the accuracy of the Revenue Payment made by Provider hereunder. In the event Client elects to inspect such records required to verify such accuracy, Client shall only have access to records, files and/or data relating to Client’s Property and Equipment.

23. **No Third-Party Rights.** The provisions of this Contract are for the exclusive benefit of Provider and Client only, and no other shall have any right or claim against either party or be entitled to enforce any provisions hereunder against any party hereto.

24. **Headings.** The headings in this Contract are used for convenience only and shall not be used to define, limit or describe the scope of this Contract or any of the obligations herein.

25. **Final Agreement.** This Contract constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Contract may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

26. **Severability.** If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, then this Contract, including all of the remaining terms and provisions, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

27. **Press Releases/Public Filings.** Client acknowledges that Provider and/or its parent may publish information relating to this Contract in any manner necessary to fulfill any regulatory responsibilities under the Securities Exchange Act of 1934 or other applicable law. Client further agrees that information concerning this Contract may be released as a press release by Provider and/or its parent, but will be released in good faith coordination with Client.

28. **Confidentiality.** Client acknowledges that all terms and conditions of this Contract, including, but not limited to, the Revenue Payment under Section Four (4) shall be deemed confidential (the “Confidential Information”) and may not be disclosed to third-parties during the Contract Term or for a period of two (2) years following termination of this Contract (the “Restriction Period”). The Confidential Information shall be held by Client in the strictest confidence and shall not, without the prior written consent of Provider, be disclosed to any person other than in connection with Client’s relationship with Provider and the services provided under this Contract. Client further acknowledges that such Confidential Information is a special, valua-

ble and unique asset to Provider, its parent, subsidiaries and affiliates. Client shall exercise all due and diligent precautions to protect the integrity of Provider's Confidential Information and to keep it confidential whether it is in written form, on electronic media or oral. If Client is subject to judicial or governmental proceedings requiring disclosure of the Confidential Information, then, prior to disclosing any such Confidential Information, Client will provide Provider with reasonable notice to allow Provider to obtain a protective order or confidential treatment of the Confidential Information. Client recognizes that Provider has legitimate business interests in protecting the Confidential Information, and as a consequence, Client expressly agrees to the restrictions contained in this Contract because they further Provider's legitimate business interests. These legitimate business interests include, but are not limited to: (i) trade secrets as defined by the Florida Uniform Trade Secrets Act; (ii) valuable confidential business or professional information that otherwise does not qualify as trade secrets including all Confidential Information; (iii) substantial relationships with specific prospective or existing Clients; and (iv) Client goodwill associated with Provider's business. Provider acknowledges that, notwithstanding the terms and conditions contained in this agreement that relate to confidentiality, Client is governed by Florida public records laws.

29. **Counterparts.** This Contract may be executed in any number of counterparts (including facsimile or scanned versions), each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, and notwithstanding that all of such parties may not have executed the same counterpart.

30. **Conflict of Interest.** Provider agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended; and by Town of Surfside Ordinance No. 07-1474, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder. Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

31. **Most Favored Nation.** The Provider agrees that if, after the Effective Date of this Agreement, it enters into an agreement for the same or substantially similar scope of services with another local municipality in Florida with a population of less than 10,000, which contains a term or condition, including fees, charges or costs, that are more favorable than the terms in the Agreement, the Client may provide Provider with written notice explaining how the new agreement is for the same or substantially similar services and how the new agreement contains terms or conditions that are more favorable than the terms in the Agreement, and requesting to negotiate an amendment to the Agreement (a "New Agreement Notice"). The parties shall act in good faith to negotiate an amendment to the Agreement that addresses, in a manner that is fair and equitable to both parties, the matters raised by the Client in the New Agreement Notice. Any adjustment mutually agreed to by both parties will be effective from date of the revised agreement. If the parties fail to reach agreement upon an amendment within 90 days of the New Agreement Notice, then the Client shall have the right to terminate this Agreement without penalty or early termination fee, subject to the terms and conditions of the Agreement set forth herein, by providing 30 days advance written notice to the Provider, such notice to be given no later than one-hundred (100) days from the New Agreement Notice.

32. **Authority:** Upon affirmative action taken by _____
on _____, this Contract has been approved for award and execution by
_____ and CCGI HOLDINGS, LLC, a Florida limited liability company.

- SIGNATURE PAGE TO FOLLOW -

IN WITNESS WHEREOF, the parties hereto have executed this Exclusive Electric Car Charging Services Contract on the last date written below.

CLIENT:
TOWN OF SURFSIDE, a
Florida Municipal Corporation,

BY: _____
Michael P. Crotty, Town Manager

Date

PROVIDER:
CCGI HOLDINGS, LLC, a
Florida Limited Liability Company

BY: _____
Michael D. Farkas, Chief Executive Officer

Date

Attest: _____
Sandra Novoa, CMC, Town Clerk

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE TOWN OF
SURFSIDE ONLY:

BY: _____
Linda Miller, Interim Town Attorney

Date

Exhibit A

Property Address(es)

**Exhibit B
Designated
Areas**