

## CIRCUIT MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "MSA" and/or "Agreement") is made and entered into as of this 21<sup>st</sup> day of October (the "Effective Date"), by and between **CIRCUIT TRANSIT INC.**, ("Circuit"), 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, FL 33301, including its Affiliates (collectively, the "Company") and the **HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "CRA") having an address at 400 S. Federal Highway, Hallandale Beach, Florida 33009, and together with the Company sometimes referred to collectively as the "Parties" and each a "Party".

### WITNESSETH:

**WHEREAS**, Circuit will provide services as more fully set forth herein; and

**WHEREAS**, the CRA wishes to retain Circuit to provide said services in accordance with the provisions more fully set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated by reference into this Agreement, and the following mutual covenants and conditions and other good and valuable consideration (the receipt and sufficiency of which are hereby mutually acknowledged), the Parties agree as follows:

#### 1. Master Services Agreement

This Agreement is a "Master Services Agreement", the terms and conditions of which are intended to govern all services (the "Services") provided by Circuit for the CRA during the term of this Agreement in connection with one or more locations, communities, or projects (each, a "Project" and collectively, the "Projects") and the execution hereof by the Parties hereto forms a legally binding contract.

The CRA and Circuit will execute one or more statements of work in the form attached hereto as **Exhibit A** (each, an "SOW"), describing the scope of Services to be performed, the identification of the Project relating thereto, and other terms particular to those specific Services, including Circuit's compensation for such Services attached hereto as **Exhibit A-1** (the "Fee") and in the areas denoted on **Exhibit A-2** ("Map") attached hereto. Additional SOWs shall be deemed accepted and executed only if signed by both Parties. Each executed SOW and its exhibits shall constitute an addendum to this MSA.

The following documents are attached to and are hereby incorporated into this Agreement:

1. **Exhibit A** - Scope of Work
2. **Exhibit A-1** - Fee
3. **Exhibit B** - Advertising Guidelines
4. **Exhibit C** - Map (Service Area Boundaries)

## **2. Term of Agreement and Performance Date**

The term of this Agreement will commence on the Effective Date and continue until terminated by either Party in accordance with **Exhibit A** and/or **Section 20. Termination**.

## **3. Services Fee; Payment**

As to the Services performed under the SOW, the CRA will pay Circuit for the Services in the amount of the Fee described and in accordance with the fee schedule attached thereto as **Exhibit A-1**.

Circuit will bill the CRA for all completed Services in accordance with **Exhibit A-1** hereto less any credit due. Invoices will be submitted to the CRA on a monthly basis detailing the Services provided including the date and location for which payment is requested, operating expenses, including credit card procession and handling fees, and if applicable, revenue collected including total passenger fare and advertising revenue. The CRA will make payment via check, ACH or wire transfer within thirty (30) days following receipt, audit and approval of such claim by the CRA.

### **CRA Billing Information**

Contact Person:

Billing Address:

Email:

In addition to any other remedy available to Circuit for late payments, if invoices are unpaid for 30 days past the due date for payment, i) CRA shall pay a late payment penalty equal to two percent (2%) per month or the highest rate of interest permitted by law, whichever is lower, of the amount due calculated from the date such payment was due until the date paid; and/or ii) Circuit shall offset any balance or amounts owed on any credits due to the CRA from Net Fare Revenue or Net Advertising Revenue (if applicable), until such outstanding invoice is paid.

The CRA acknowledges and agrees that Circuit is not required to continue Services in the event of the CRA's failure to pay invoices on a timely basis for any amounts as required by this Agreement. If payment is not received within thirty (30) days of written notice of late payment, Circuit shall have the right to temporarily reduce and/or suspend Services without liability to Circuit until such outstanding invoice is paid in full. If litigation is commenced for collection of late payments, Circuit shall be entitled to recover its reasonable attorneys' fees and related costs from the CRA.

The fees paid by the CRA to Circuit represents and contains all amounts due and payable for the Services provided by Circuit and shall be paid based on the fee schedule attached thereto as **Exhibit A-1** including any out of pocket and third party costs which may be incurred and/or paid by Circuit. Payment by the CRA of the fees for the Services performed shall be deemed full compensation to Circuit for the performance of this Agreement.

## **4. Services and Performance Requirements**

Circuit will provide all necessary labor, supervision, training, vehicles, equipment, materials, supplies, and incidentals necessary to effectively furnish the Services under this Agreement in a lawful,

professional and workmanlike manner. Circuit will be responsible for all employee screening, selection, licensing and training to ensure the hiring of, and performance by, qualified and trained drivers and employees well-suited to carry out the Services. All drivers will be properly licensed to operate the vehicles in providing the Services. Circuit will ensure that all vehicles utilized in providing the Services are operated and maintained in good, clean, safe and lawful operating condition in accordance with state and local laws.

The Services to be performed pursuant to this Agreement will commence on the written direction of the CRA and will be completed pursuant to the agreed performance period. Circuit will promptly inform the CRA in writing of any cause for delay in the performance of its obligations under this Agreement. At the request of the CRA from time to time, Circuit will attend meetings, provide information and documentation with respect to the Services and the performance by Circuit of its obligations under this Agreement, and issue progress reports.

Circuit and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to themselves, other passengers, the driver, the vehicle, or other vehicles or persons. Circuit is permitted to establish reasonable restrictions on the provision of services to non-service animals.

Circuit agrees to perform the Services as assigned and directed by the CRA to Circuit from time to time for the fees as set forth in **Exhibit A-1**. Circuit shall be solely responsible for the satisfactory and complete execution of the Services. The Services shall generally be performed at the direction of the CRA and completed with time frames as agreed upon by the parties from time to time.

Circuit hereby represents and warrants to the CRA that it possesses (a) the skills necessary to perform the Services as required by this Agreement and (b) all necessary licenses required by the State of Florida, Broward County and the City of Hallandale Beach to perform the Services. Circuit shall maintain during the term of this Agreement all necessary licenses and qualifications required by applicable law.

Circuit shall report to the CRA Executive Director or his designee. During the conduct of the performance of its Services, Circuit shall schedule regular meetings with the CRA Executive Director or his designee to discuss the progress of the Services. Circuit shall provide written progress reports and a final report to the CRA setting forth status and completion of milestones as well as other performance measures demonstrating Circuit's compliance with this Agreement and the Services as directed by the CRA Executive Director or his designee.

Circuit hereby represents to the HBCRA, with full knowledge that HBCRA is relying upon these representations when entering into this Agreement with Circuit, that Circuit has the professional expertise and experience to perform the services to be provided by Circuit pursuant to the terms of this Agreement.

Circuit shall exercise the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided, and exercise the Circuit's skill and judgment in furthering the interests of the CRA; to furnish efficient business administration and supervision, and to perform the Services in an expeditious and economical manner consistent with the CRA's interests.

## **5. Representative**

The CRA will designate a Project Manager in the SOW and will provide written notification to Circuit of the designee and of any subsequent changes. The Project Manager will be Circuit's principal point of contact regarding any matters relating to this Agreement, will provide all general direction to Circuit regarding performance, and will provide guidance regarding the CRA's goals and policies. The Project Manager is authorized to waive or modify any material scope of work changes or terms of the Agreement. The Project Manager shall have no authority to amend this Agreement or materially change the Scope, schedule, or fees. Any material changes require a mutually executed Change Order or written amendment pursuant to Sections 6 and 17.

Circuit will designate a Representative in the SOW for this Agreement. Circuit will provide written notice to the CRA should there be a subsequent Representative change. Circuit's Representative has full right, power and authority to act for Circuit on all matters arising under or relating to this Agreement.

## **6. Additions and/or Modifications to Scope of Work**

The CRA may order in writing changes or additions to a specific SOW. Any changes to the Services to be performed under any SOW will be made pursuant to a "Contract Change Order" attached hereto as Exhibit A-3 hereto. The cost of such approved changes or modifications will be agreed upon between the CRA and Circuit in writing before additional Services are provided.

The change order will not render ineffective or invalidate unaffected portions of this Agreement.

## **7. Records**

All records compiled by Circuit in completing the Services are owned by Circuit and include, but are not limited to, written reports, studies, drawings, blueprints, photographs, negatives of photographs, audio recordings, video recordings, computer printouts, graphs, charts, plans, contract documents, specifications, all ridership data, information generated on Circuit's proprietary apps and all other similarly recorded data.

## **8. Independent Activities**

The CRA acknowledges that Circuit is in the business of performing services similar to the Services for third parties and that, subject to its confidentiality obligations, nothing herein shall prevent Circuit from continuing to engage in the performance of such services and related independent activities.

## **9. Insurance**

Circuit will, at its expense, obtain and maintain in full force and effect during this Agreement the following insurance issued by carriers authorized to do business in the State of Florida:

Commercial General Liability	\$2,000,000 per occurrence for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 combined single limit for bodily

Workers Compensation  
Cyber Liability

injury and property damage, including hired  
owned and non-owned auto coverages  
Statutory Requirements  
\$1,000,000 coverage

THE INSURANCE WILL NAME THE CLIENT AS ADDITIONAL INSURED ON ALL APPLICABLE COMMERCIAL GENERAL LIABILITY, AUTOMOBILE POLICIES. CERTIFICATES OF INSURANCE WILL (I) BE PROVIDED SATISFACTORY TO THE CLIENT ON THE EFFECTIVE DATE AND NO LATER THAN THIRTY (30) DAYS PRIOR TO THE EXPIRATION THEREOF; (II) STATE THAT ALL SUCH COVERAGES WILL BE PRIMARY AND NON-CONTRIBUTORY TO ANY OTHER INSURANCE (INCLUDING SELF-INSURANCE) AVAILABLE TO THE CLIENT; AND (III) BE PROVIDED WITH A MINIMUM OF THIRTY (30) WRITTEN NOTICE TO THE CLIENT OF CANCELLATION, REDUCTION OF COVERAGE OR NON-RENEWAL OF SAID INSURANCE. CIRCUIT WILL REQUIRE ANY SUBCONTRACTOR TO OBTAIN AND MAINTAIN IN FULL FORCE AND EFFECT DURING THE TERM OF THIS AGREEMENT THE REQUIRED INSURANCE HEREUNDER.

#### **10. Limitation of Liability**

Neither party shall be responsible to the other party for special, indirect, incidental, consequential and/or punitive damages. Each party hereby disclaims such damages to the full extent such may be disclaimed, except in the case of fraud, gross negligence or willful misconduct of a party.

#### **11. Indemnification**

Circuit will indemnify and hold harmless the CRA, its respective officers, employees and agents from and against any demands, lawsuits, liability, damages, judgments, losses, costs and fees including, but not limited to reasonable attorney's fees at both the trial and appellate levels allegedly arising out of the intentional, wrongful or negligent acts of Circuit in the performance of this Agreement. In the event that any claims are brought or actions are filed against the CRA with respect to the indemnity contained herein, Circuit agrees to defend against any such claims or actions.

#### **12. Disputes**

For each claim or dispute arising between the Parties under this Agreement, the Parties will attempt to resolve the matter through escalating levels of management.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

#### **13. Intellectual Property**

No exchange of or license to intellectual property rights is contemplated hereunder. For the avoidance of doubt, as between the CRA and Circuit hereunder, all Intellectual Property Rights (“IPRs”) in and to the Circuit’s proprietary technology platform and all derivative works and improvements are owned by, and are proprietary to Circuit. No right, title or interest in or to Circuit’s IPRs or any portion thereof is or shall be granted or transferred to the CRA under this Agreement, whether by license or otherwise; and the CRA acknowledges and agrees that it shall have no right to use, reproduce, distribute, sublicense, modify or otherwise provide to third parties, Circuit’s IPRs, in whole or in part. To the extent required for the performance of Services, Circuit will grant to the CRA limited and not transferable use rights of certain components of Circuit’s IPRs.

#### **14. Delay of Performance**

If timely performance by Circuit is jeopardized by the non-availability of any personnel, data, or equipment required to be provided by the CRA pursuant to this Agreement, if any, Circuit will notify the CRA immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the CRA will advise Circuit in writing of the action which will be taken to remedy the situation.

#### **15. Force Majeure**

Circuit will not be liable for the delay or default in the performance of the Services under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, war, terrorism, fire, flood, accident, earthquakes, government regulation, telecommunications line failures, electrical outages, network failures, curtailment of transportation infrastructure or facilities, pandemics, civil disorder, acts of God, or labor disputes (“Force Majeure Event”). This Agreement may be suspended for up to 30 days for any such Force Majeure Event provided that written notice is given by Circuit to the CRA setting forth the nature of the Force Majeure Event. Subsequent to the written notice of the Force Majeure Event, Circuit will invoice the CRA an amount of 15% of the monthly billing for the month service is suspended, such amount being agreed by the Parties as reasonable and necessary to permit Circuit maintenance of a ready state in anticipation of resumption of Services. If resolution or restoration of any condition affecting the ability of Circuit to continue under the terms of this Agreement for any Force Majeure Event that is not obtained within the 30-day suspension period, the CRA and/or Circuit may terminate this Agreement without liability; releasing both Parties, except with respect to payments or credits earned prior to the notice of such Force Majeure Event or with respect to those obligations herein that expressly survive termination.

#### **16. Assignment**

Neither Party may assign, transfer, delegate or subcontract this Agreement without the other Party’s prior written consent (such consent not to be unreasonably withheld). However, both Parties may assign this Agreement without notice to an affiliate or to a successor or acquirer, as the case may be, in connection with a merger, acquisition, corporate reorganization or consolidation, or the sale of all or substantially all of the Party’s assets or its business to which the subject matter of this Agreement relates. Notwithstanding the foregoing, either Party may assign its right to receive payments or accounts receivable under this Agreement to a third party, including for the purpose of financing arrangements, without the other Party’s consent or notice. The terms of this Agreement shall be binding upon the parties and their respective successors and permitted assigns. Any other attempt to transfer or assign this Agreement or any rights or obligations under this Agreement are void.

### **17. Modification/Amendment**

This Agreement will 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 Agreement will be null and void and may not be relied upon by either Party.

### **18. Compliance with Law**

Circuit will comply with all applicable federal, state and local statutes, laws, ordinances, codes, rules and regulations in providing the Services hereunder. Circuit will secure and maintain, at its own cost and expense, all applicable permits, approvals, certifications and licenses necessary for the provision of the Services hereunder.

### **19. Independent Contractor**

Circuit acknowledges and agrees that it will not hold itself, its directors, officers, employees and/or agents, including, without limitation, any employees performing any of the Services, out as employees of the CRA. Circuit is retained by the CRA only for the purposes and to the extent set forth in this Agreement, and its relationship to the CRA will, during the periods of its Services hereunder, be solely that of an independent contractor.

### **20. Termination**

The CRA may terminate this Agreement for material breach by Circuit that remains uncured thirty (30) days after written notice describing the breach in reasonable detail. If a breach is not reasonably curable within thirty (30) days, Circuit shall have such additional time as is reasonably necessary to cure provided Circuit commences cure within such thirty (30) days and diligently pursues cure to completion. Upon any termination for cause, the City CRA shall pay all undisputed amounts for Services rendered through the effective date of termination.

During the Initial Term (first six (6) months and ten (10) days of the Performance Period), the CRA may terminate this Agreement for convenience upon thirty (30) days' prior notice; provided that the CRA shall pay (i) all undisputed amounts for Services rendered through the effective termination date; (ii) a wind-down fee equal to the unamortized portion of documented start-up costs (including vehicle wraps, recruiting/onboarding, and site set-up) plus any documented, non-cancellable third-party charges, and (iii) reasonable demobilization costs. After the Initial Term, the City CRA may terminate for convenience upon thirty (30) days' prior written notice; provided that the CRA will pay Circuit for all Services rendered under this Agreement up to the date of termination.

In addition to the foregoing, this Agreement will terminate automatically and without notice or further action by the CRA upon the occurrence of an event of bankruptcy by or with respect to Circuit and/or the CRA. As used herein, "events of bankruptcy" means the following: Circuit and/or CRA (a) will become insolvent or will fail to pay its debts generally as they become due, or will admit, in writing, its inability to pay any of its indebtedness; (b) will file a case under the federal Bankruptcy Code to be declared bankrupt or for reorganization; (c) will consent to, or petition or apply to any authority for the

appointment of a receiver, liquidator, trustee or similar official for itself or for all or any part of its properties; (d) any such receiver, liquidator, trustee or similar official will otherwise have been appointed and will not have been removed, dismissed or stayed within sixty (60) days of such appointment; or (e) insolvency, reorganization, arrangement or liquidation proceedings (or similar proceedings) will have been instituted by or against Circuit and/or the CRA, and if instituted against Circuit and/or the CRA, will not have been dismissed within sixty (60) days of being instituted.

The termination of this Agreement shall not release the CRA from its obligation to make payment of any and all amounts then or thereafter due or payable including credit or refunds.

#### **21. Governing Laws**

This Agreement will be governed by and construed and enforced under the laws of the State of Florida without regard to conflict of law principles and will be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to or seeking enforcement of this Agreement will be brought in a federal or state court of competent jurisdiction located in Broward County, Florida State.

#### **22. Waiver**

The failure of either Party to enforce any of its rights hereunder or at law will not be deemed a waiver or a continuing waiver or any of its rights or remedies against the other Party, unless such failure or waiver is expressly set forth and acknowledged in writing.

#### **23. Severability**

If any provision, or part thereof, of this Agreement is judicially declared invalid, void or unenforceable, each and every provision, or part thereof, nevertheless will continue in full force and effect, and the unenforceable provision will be changed or interpreted so as best to accomplish the objectives and the intent of such provision within the limits of applicable law.

#### **24. No Presumption Against Drafting Party**

Circuit will not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement. The CRA's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the CRA are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices.

#### **25. Non-Discrimination and Fair Employment Practices**

Circuit will not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement. The CRA's hiring practices strive to



comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the CRA are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices.

#### **26. Conflict of Interest**

Circuit represents that it has no interest and will not acquire any interest, direct or indirect, that would conflict with the performance of the services to be rendered under this Agreement.

#### **27. Confidentiality**

Except as required by law, the CRA shall not disclose to any third party the terms and conditions of this Agreement nor use any data, methods, ideas, concepts, strategies, designs, discussions, drawings, photographic materials, pricing, technical information, tools, employee specifications or other information belonging to Circuit (collectively, "Confidential Information"). Upon expiration or termination of this Agreement, the CRA will return to Circuit all Confidential Information including any copies thereof. The provisions of this paragraph shall survive the cancellation, termination or expiration of this Agreement.

#### **28. Notices**

All notices of any nature referred to in this Agreement will be in writing and sent by a nationally recognized overnight carrier, such as Federal Express, registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective Parties hereto may designate in writing:

If to the CRA:

Hallandale Beach Community Redevelopment Agency  
400 S. Federal Highway  
Hallandale Beach, FL 33009  
Attention: Jeremy Earle, Executive Director

With a copy to:

Taylor Duma LLP  
2 S. Biscayne Boulevard  
Suite 2500  
Miami, FL 33131  
Attention, Steve W. Zelkwotiz, Esq.

If to Circuit:

Circuit Transit Inc.  
501 East Las Olas  
Suite 300  
Fort Lauderdale, FL 33301

Attention: James Mirras

With a copy to:  
Circuit Transit Inc.  
P.O. Box 2173  
Amagansett, NY 11930  
Attention: James Mirras

### **29. Entire Agreement, Section and Paragraph Headings**

This Agreement, including all Exhibits, sets forth the entire agreement of the Parties as to the subject hereof and may not be modified or changed except in a writing signed by both the CRA and Circuit. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

The paragraph headings appearing in this Agreement 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.

### **30. Authority**

Circuit represents and warrants to the CRA it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder and that this Agreement is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind Circuit hereunder, and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

### **31. Counterpart Signatures**

The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same Agreement. For purposes of this Agreement, signatures delivered by facsimile or electronic mail will be considered originals.

**32. Records.** Circuit shall keep books and records as may be necessary in order to record complete and correct accurate records directly relating to the Services and invoices. Such books and records will be available at all reasonable times for examination and audit by CRA, upon reasonable notice and no more than once annually, excluding any IP, PII, and/or personnel data; and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by CRA and advised such records must be kept for a longer period. Circuit shall further be required to respond to the reasonable inquiries of successor Circuit and allow successor Circuit to review Circuit's working papers related to matters of continuing accounting, reporting or auditing significance. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CRA of any fees or expenses pertaining to the unsupported portion of an invoice.

**33. No Contingent Fees.** Circuit warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Circuit to solicit or secure this Agreement,

and that it has not paid or agreed to pay any person, company, corporation, individual or form, other than a bona fide employee working solely for Circuit any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CRA shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**34. No Third Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either the HBCRA or Circuit.

**35. Ethics Requirements.** Circuit is responsible for educating itself on, and complying with, the various ethics and conflict of interest provisions of Florida law, Broward County Ordinance and City Code.

**36. Survival.** All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

**37. Remedies Cumulative.** The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

**IF CIRCUIT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CIRCUIT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE HBCRA SECRETARY AT (954) 457-1340, BY EMAIL AT CITYCLERKOFFICE@COHB.ORG, OR AT 400 S. FEDERAL HWY, ATTN: HBCRA SECRETARY, HALLANDALE BEACH, FL 33009**


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**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**  
a public body corporate and politic

By:   
\_\_\_\_\_  
Jeremy Earle  
Executive Director

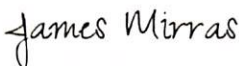
ATTEST:

By:   
\_\_\_\_\_  
Jenorgen M. Guillen  
HBCRA Secretary

Approved as to form and legal sufficiency:

By:   
\_\_\_\_\_  
Taylor Duma LLP  
HBCRA Attorney

**CIRCUIT TRANSIT INC.**  
a Florida corporation

By:   
\_\_\_\_\_  
Name: James Mirras  
Title: COO / Co-Founder

## **EXHIBIT A – SCOPE OF WORK**

Circuit shall provide, operate, and manage a fully turnkey, end-to-end microtransit solution in accordance with the Scope of Work defined herein, furnishing the vehicles, drivers, technology, maintenance, and operational management necessary for the CRA On-Demand Microtransit Shuttle, and all capabilities outlined below and within a geo-fenced coverage area as shown below in Exhibit C.

On-demand service will be hailed using an app and call center. The coverage area and details of the service are subject to change based on utilization and decisions made by Circuit and the CRA. Please note that any changes to Operating Hours may impact the total cost of the program.

The CRA may elect to scale service up to increase or adjust Service Hours, subject to mutual agreement between the parties. To request the increased service level, the CRA must provide written notice at least two (2) weeks prior to the start of the upcoming month, and no later than the fifteenth (15th) day of the preceding month, to allow for necessary planning and coordination. Please note that any changes to the Hours of Operation, number of vehicles, and/or Service Hours may impact the total cost of the Services.

### **Program Purpose & Goals**

The primary objectives of the service are to:

- Provide a safe, clean, reliable, and efficient public on demand service throughout the boundaries of the District 8 Redevelopment Project (“Service Area”).
- Provide a safe and pleasing passenger experience with capable, qualified, and courteous drivers that will serve as ambassadors. Allow users to get to their destination within the Service Area, from the designated Park and Ride location at the FEC Parking Lot.

### **Product Overview**

For the purpose of this solicitation, the MicroTransit service is characterized by the following:

- Dynamic routing with flexible start and end of route within designated zones.
- Technology-enabled: app-based service request within a geofenced area and real-time vehicle tracking features.
- Fully electric vehicles.
- Shared mobility with pooled rides.
- Local branding and/or advertising to offset operating cost

### **Circuit’s Responsibilities**

Circuit shall provide accessible, efficient, and environmentally sustainable transportation within the zone described in Exhibit C, utilizing a fleet of all-electric vehicles. Depending on funding, the CRA may pursue additional service areas to be served as part of this solicitation and resulting contract. Passengers can request a door-to-door service for trips originating and ending within the geofenced service area or first/last mile connection to the closest transit stop within the service area.

### **Changes and Amendments**

Any requested change in the Scope of Work, additional services or special requests will require fifteen (15) days minimum notice, and ninety (90) days for any indefinite service reduction greater than 10%,

and a Change Order to be executed and signed by both parties unless otherwise mutually agreed to in writing.

**Holidays**

Service will be closed on Thanksgiving, Christmas Day and New Years Day. The day before and after each of the listed Holidays will operate on normal service hours.

**Employee Wages**

Circuit is not subject to any local wage requirements that vary from State statutory requirements by entering into this Agreement.

**Extraordinary Costs**

In the event that the costs of providing the services outlined in this Agreement increase by more than 5% due to circumstances beyond the control of Circuit, including but not limited to, changes in applicable laws or regulations, significant market fluctuations, material shortages, or increased insurance and/or labor costs, Circuit may request an adjustment to the service fees. Circuit shall provide written notice of the extraordinary cost increase, including supporting documentation, to the CRA. The parties shall negotiate in good faith to determine an appropriate adjustment to the service fees or other mutually acceptable resolution.

**Service Design**

Any requested change to the Service Design will require mutual agreement and a subsequent Change Order to be executed by both parties. Changes to the Service Design may result in financial changes to the existing Agreement based on the nature of and impact of the change requested.

**Term**

The Performance Period of this Agreement will be for a minimum of six months and ten days, from the agreed upon Performance Date until the Performance End Date listed below. This Agreement may be extended by one additional two-year term (the "Option Year Renewal") upon the mutual consent of the Parties in writing within 90 days prior to expiration.

Performance Date: October 24, 2025

Performance End Date: May 03, 2026

**Price Escalation – Option Year Renewal**

Upon the CRA's timely exercise of any Option Year Renewal, all recurring Service Fees then in effect under this Exhibit A-1 (including the Monthly Cost for Services and any other recurring charges) shall automatically increase by three percent (3%) effective on the first day of the applicable Option Year and on the first day of each subsequent Option Year exercised.

**Vehicles**

Circuit shall supply the vehicle types and quantities, while operating according to the operating status designation, as listed in Table 1 below. All vehicles shall be properly licensed and maintained in good working order for the duration of the Performance Period.

**Table 1 - Vehicles**

Type	Quantity	Status
GEM NEV	1	Active
N/A	N/A	N/A

**Vehicle Repairs & Maintenance**

Circuit will adhere to a structured preventative maintenance plan to mitigate the need for any potential further repairs and maintenance. However, Circuit and the CRA agree that there will be unexpected repairs and maintenance at times throughout the Performance Period and it shall be Circuit's sole responsibility to work with any necessary licensed technician, both internal and external, to perform such repairs and optimize up time of the vehicles.

When repairs and/or maintenance are not able to be performed outside of the Hours of Operation, Circuit will use best efforts to minimize the impact to Service Hours and does not imply service will be impacted at all during the time needed for repair. Those efforts could include, but are not limited to, expediting and prioritizing maintenance work, sending the vehicle to an outside repair shop to expedite the work, increasing the scheduled Service Hours on other vehicles in the fleet, procuring temporary, unbranded, rental vehicles or sourcing replacement vehicles from adjacent locations.

**Coverage Area**

Service will be provided within the geo-fenced area displayed in Exhibit C, subject to any additional service parameters or zones that would determine vehicle availability, and user demand for rides relative to the total supply of vehicles available.

**Hours of Operation**

Service will run seven (7) days per week during the Hours of Operation. These services will include a total of eighty-four (84) weekly operating hours, to be allocated during the designated Hours of Operation as outlined in Table 2 below. Hours of Operation is defined as the hours the CRA wants the service to be available on a weekly basis.

**Table 2 - Hours of Operation**

<b>Hours of Operation</b>			
Day	Open	Close	Hours
Monday	11:00 AM	7:00 PM	8
Tuesday	11:00 AM	7:00 PM	8
Wednesday	11:00 AM	7:00 PM	8

<b>Hours of Operation</b>			
<b>Thursday</b>	11:00 AM	7:00 PM	8
<b>Friday</b>	11:00 AM	11:00 PM	12
<b>Saturday</b>	11:00 AM	11:00 PM	12
<b>Sunday</b>	11:00 AM	7:00 PM	8
<b>WEEKLY HOURS OF OPERATION</b>			<b>64</b>

**Service Hours**

Service Hours are defined as the total hours of all drivers, measured from when a driver starts their shift to when the driver ends their shift, subtracting any unpaid hours. Circuit will determine the scheduling, staging, and dispatch of drivers and vehicles in order to optimize efficiency, safety, rider experience, and compliance (including vehicle charging cycles and legally required meal and rest breaks). During the Hours of Operation, Circuit will target a total of 64 weekly Service Hours.

**Charging & Storage**

The CRA shall, at its sole cost and expense, provide Circuit with: (i) access to electric vehicle charging infrastructure; (ii) coverage of all ongoing electricity costs necessary for the charging of the vehicles used in service under this Agreement; and (iii) secure vehicle storage, including designated parking for the on-duty driver. These resources shall be made available for Circuit’s unrestricted use throughout the Term of this Agreement.

**Hiring & Employee Expectations**

**a. Employment Status**

All drivers providing Services under this Agreement shall be employees of Circuit and not of the CRA. Circuit retains sole and exclusive responsibility for the hiring, onboarding, management, training, supervision, compensation, and, where necessary, termination of its employees. At no time shall the CRA be considered the employer, co-employer, or joint employer of any Circuit personnel.

**b. Licensing and Qualifications**

All drivers shall be properly licensed to operate the vehicles assigned to the Service and shall comply with all applicable federal, state, and local laws and regulations related to the operation of passenger vehicles. Circuit shall ensure that each driver maintains a valid driver’s license and meets all regulatory and internal safety, training, and conduct standards.

**c. Background Checks and Training**

Circuit shall be responsible for conducting pre-employment background checks, drug screenings (where required), and other applicable due diligence for all drivers in accordance with industry practices and applicable laws. All drivers shall undergo



comprehensive training covering safe vehicle operation, customer service, ADA compliance, emergency procedures, and any project-specific protocols prior to deployment.

**d. Workforce Conduct**

Circuit shall require its employees to perform their duties in a professional, courteous, and responsible manner consistent with community standards, the CRA's expectations, and Circuit's internal policies. Circuit shall promptly address any substantiated complaints or misconduct involving its personnel.

**e. Right to Accept Tips**

Circuit's drivers may accept voluntary tips or gratuities from passengers. Circuit shall have no obligation to track, report, or remit such tips unless otherwise required by applicable law. The CRA shall not impose any restrictions or conditions on driver gratuities.

**f. Compliance with Labor and Employment Laws**

Circuit shall comply with all applicable employment-related laws and regulations, including but not limited to wage and hour laws, workers' compensation, unemployment insurance, and any other federal, state, or local labor laws.

**g. CRA Communications and Authority Limitations**

The CRA agrees not to direct, supervise, or assign work to any Circuit employee, including drivers, without prior written authorization from Circuit's designated representative. All service-related directions shall be communicated through the Circuit project manager or designee.

### **Operational Details**

Any requested change to the Operational Details as agreed to herein will require mutual agreement and a subsequent Change Order to be executed by both parties. Changes to the Operational Details may result in financial changes to the existing Agreement based on the nature of and impact of the change requested.

**a. App, Tech & Request System**

As described above, Circuit will provide on-demand shuttle services using all-electric cars within a geo-fenced coverage area as shown below in Exhibit D. On-demand service will be hailed using an app or call center. The coverage area and details of the service are subject to change based on utilization and decisions made by Circuit and the CRA.

**b. Circuit Connect**

Service may utilize Circuit Connect's system of virtual, fixed stops. Stop locations will be mutually agreed upon between the CRA and Circuit.

**c. Branding**

The CRA will have rights to branding on the vehicle(s) contracted, aka "Default Branding". The CRA will provide vehicle wrap design files on Circuit provided templates for vehicle branding at the cost referenced in Exhibit A-1.

**d. Data Reporting**

Circuit will provide a monthly data report including:

- Operating data by hour, day, week and month
  - Requests
  - Passengers

- Rides
    - Cancellations
  - Operating data by day, week and month
    - WAV completed rides
    - No Show %
    - Avg Pax / Trip
    - AVG Wait Time
    - AVG Trip Time
    - AVG Response Time
    - Total Trip Miles
    - AVG User Rating
    - Gallons of Gas Saved
    - Passenger Miles Traveled
  - Additional Operating Data, various formats and timeframes
    - Unique users
    - AVG User Age
    - Top pickup and drop off locations / addresses
    - Connection Rate
- e. Pets**

Pets are allowed to accompany a passenger per Circuit's standard Terms and Conditions. However, the driver of the vehicle and other existing passengers reserve the right to refuse service if they are uncomfortable with the pet, within reason.

**EXHIBIT A-1 – FEE**

<b>Start-up Cost for Vehicle Wraps:</b>	\$	1,500 (One-time upfront cost per GEM vehicle wrap)
<b>Monthly Cost for Services:</b>	\$	11,154
<b>Event Shuttles “Taste of D8”</b>	\$	2,400

**ESTIMATED TOTAL:**           **\$ 75,000** (6.3 Months Maximum Total Cost for Services)\*

**Services Cost include:** Vehicles, Paid W-2 Drivers, Management, Training, Insurance, Maintenance, Phones, App Hosting and Usage, Web Fees, and Basic Marketing Materials.

**Vehicle Wraps include:** Artwork, printing, installation, and removal. The Parties acknowledge that the total cost for standard vehicle wraps is estimated at \$1,500 per vehicle. In the event actual costs exceed this amount, the CRA shall be responsible for payment of the cost difference. Circuit will notify the CRA in advance if it becomes aware that wrap costs may exceed \$1,500, and the CRA agrees to cover any such overages upon invoicing.

**Billing:** The upfront costs will be billed at contract signing. Circuit will send monthly invoices at the beginning of each month for services provided the previous month. Payment is due (ACH, Wire, or credit card) within 30 days of the end of the month of service.

The monthly invoice will include:

- Month of service
- Summary of services provided
- Amount due

\*Please note any changes to the Services, including, but not limited to, vehicles, the vehicle operating hours, coverage area, and/or data reporting may impact the total amount of the Contract. If the scope of services should change, modifications to the Statement of Work or a new Statement of Work may be necessary.

**Advertising and CRA Branding**

At the onset of Services, vehicles are to include CRA branding (e.g., logos, colors, wraps, messaging), the costs associated with the design, production, installation, and removal of such branding shall be charged to the CRA and itemized. Such CRA-branded space shall not be deemed available for third-party advertising unless otherwise agreed to in writing by both Parties.

Third-party advertising shall not be implemented under this Agreement unless and until mutually agreed upon in writing by the Parties. In the event the Parties mutually agree to permit third-party advertising on or within the vehicles or the service platform, the following terms shall apply:

Circuit may lease space not utilized by the CRA's branding or collateral to generate third-party advertising revenue. Net Advertising Revenue shall be shared with the CRA based on a 50/50 split, and shall be applied as a credit on future invoices.

“Net Advertising Revenue” means the gross revenue collected from third-party advertising, less all costs and expenses incurred by Circuit in connection with advertisement sales, including, but not limited to: design, production, installation and removal costs, and commissions paid to media sales representatives.

Circuit will maintain monthly accounting records of all Advertising Revenue collected and the CRA’s 50% share thereof. Credits will be applied in the month in which Circuit receives payment for advertising sales, and will be reflected on the corresponding invoice. All advertising must comply with the guidelines set forth in Exhibit B – Advertising Guidelines (below).

**Fares**

The Parties agree that the Services provided under this Agreement shall be fare-free at the outset of operations.

In the future, if the Parties mutually agree in writing to institute passenger fares, they will do so by written amendment that specifies at a minimum: fare amounts and categories (including any discounts/exemptions), the effective date, and any operational changes. Circuit shall be responsible for deploying and managing the fare payment system, including via its mobile app utilizing credit and/or debit card payments. Any fare revenue collected (“Net Fare Revenue”) shall be split, with 50% of the Net Fare Revenue allocated to the CRA and 50% retained by Circuit. The CRA’s share of the Net Fare Revenue shall be applied as a credit on future invoices. Net Fare Revenue means all gross ridership revenue that is collected from the passengers for the services less all costs and expenses, including but not limited to sales taxes or other taxes imposed by law, Circuit administrative expenses, credit card processing fees and other billing related charges by third parties imposing similar processing charges.

Any decision to implement or modify a fare structure shall be subject to mutual agreement and an amendment to this Agreement.

## EXHIBIT B – ADVERTISING GUIDELINES

1. In its agreement with its advertising contractors, Circuit will reserve the right to reject any advertisement, commercial or noncommercial.
2. All advertising and promotional materials, including, without limitation, any vehicle “wraps” (collectively “Advertising”) must conform to the following criteria:
  - A. Defamatory Advertising. No Advertising will be permitted that falsely disparages any person, product, or company, or that is likely to damage the reputation of any person, product, or company.
  - B. Advertising Condoning Criminal Conduct. No Advertising will be permitted that is likely to incite or produce imminent unlawful activity.
  - C. Obscene Advertising. No Advertising will be permitted that contains obscene matter or matter harmful to minors.
  - D. False Advertising. No Advertising will be permitted that contains false or grossly misleading information.
  - E. Tobacco and Firearms. No Advertising will be permitted that promotes the sale of tobacco or tobacco products, electronic cigarettes, or firearms.
  - F. Existing Laws. All Advertising must conform to applicable federal, state, and local statutes, laws, ordinances, rules and regulations.
3. The CRA may make demand upon Circuit for the removal of any Advertising, commercial or noncommercial, that does not conform to this policy. Such demand will be in writing and will state reasonable grounds for the demand. Circuit will consider and act promptly upon the demand in accordance with this policy.

**EXHIBIT C – MAP (SERVICE AREA BOUNDARIES)**

The coverage area and details of the service are subject to change based on utilization and decisions made by Circuit and the CRA.






# Audit trail

## Details

FILE NAME	Hallandale Beach CRA_signed_MSA.pdf - 10/27/25, 8:02 AM
STATUS	<span style="color: green;">●</span> Signed
STATUS TIMESTAMP	2025/10/27 16:10:40 UTC

## Activity

 SENT	david.pang@ridecircuit.com <b>sent</b> a signature request to: <ul style="list-style-type: none"><li>James Mirras (james@ridecircuit.com)</li></ul>	2025/10/27 15:06:43 UTC
 SIGNED	<b>Signed</b> by James Mirras (james@ridecircuit.com)	2025/10/27 16:10:40 UTC
 COMPLETED	This document has been signed by all signers and is <b>complete</b>	2025/10/27 16:10:40 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.