

**AMENDMENT NUMBER ONE  
AGREEMENT FOR GENERAL TRANSPORTATION SERVICES**

THIS AMENDMENT NUMBER ONE (“Amendment”) is made and entered into as of [REDACTED], 2026, (“Effective Date”) by and between Circuit Transit Inc. (“Circuit”), and **HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY** (the “CRA”), and together with Circuit sometimes referred to each individually, a “Party” and collectively, the “Parties”.

W I T N E S S E T H:

WHEREAS, the Parties entered into that certain Agreement For General Transportation Services effective October 21, 2025, (the “Agreement”); and

WHEREAS, the Parties now desire to amend the Agreement as more specifically set forth below.

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Exhibit A is hereby amended and restated below:

**“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: **September 30, 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 fifty-two (52) 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>			
<b>Day</b>	<b>Open</b>	<b>Close</b>	<b>Hours</b>
<b>Monday</b>	12:00 PM	8:00 PM	8
<b>Tuesday</b>	12:00 PM	8:00 PM	8
<b>Wednesday</b>	12:00 PM	8:00 PM	8
<b>Thursday</b>	12:00 PM	8:00 PM	8
<b>Friday</b>	12:00 PM	8:00 PM	8
<b>Saturday</b>	12:00 PM	8:00 PM	8
<b>Sunday</b>	12:00 PM	4:00 PM	4
<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 52 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.”

2. EXHIBIT “A-1” is hereby amended and restated below:

**“EXHIBIT A-1 – FEE**

**Start-up Cost for Vehicle Wraps:**       \$     1,500 (One-time upfront cost per GEM vehicle wrap)  
**Monthly Cost for Services:**           \$     9,851 (*Monthly Services Cost may vary*)  
**Event Shuttles “Taste of D8”**           \$     2,400

**ESTIMATED TOTAL:**                       **\$ 119,141.78**

**Payment Schedule:**

<b>Payment Dates</b>	<b>Product/Services</b>	<b>Amount</b>
October 2025	Start-up, Event Shuttle & Monthly Costs for Services	\$ 5,566.05
November 2025	Monthly Cost for Services	\$11,154.00
December 2025	Monthly Cost for Services	\$11,154.00
January 2026	Monthly Cost for Services	\$11,154.00
February 2026	Monthly Cost for Services	\$11,154.00
March 2026	Monthly Cost for Services	\$ 9,851.39
April 2026	Monthly Cost for Services	\$ 9,851.39
May 2026	Monthly Cost for Services	<b>\$ 9,851.39</b>
June 2026	Monthly Cost for Services	<b>\$ 9,851.39</b>
July 2026	Monthly Cost for Services	<b>\$ 9,851.39</b>
August 2026	Monthly Cost for Services	<b>\$ 9,851.39</b>
September 2026	Monthly Cost for Services	<b>\$ 9,851.39</b>
<b>TOTAL COST</b>		<b>\$ 119,141.78</b>

**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.”

3. The Agreement, as amended herein, is ratified and confirmed.

4. Except as otherwise expressly set forth herein, the Agreement and each and every provision thereof shall remain in full force and effect. In the event of any inconsistency between the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment shall prevail.

5. This Amendment may be executed in counterparts (including by facsimile or other electronic transmission), all of which together shall constitute an agreement binding on all the Parties, notwithstanding that all such Parties are not signatories to the original or the same counterpart. Each Party shall become bound by this Amendment immediately upon affixing its signature hereto.

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

**HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2026  
Name:  
Title:

**CIRCUIT TRANSIT INC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_, 2026

Name: James Mirras

Title: COO / Co-Founder