

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT FOR OPERATION OF
CITYWIDE MICRO-TRANSIT SERVICES BETWEEN THE CITY OF HOLLYWOOD AND
CIRCUIT TRANSIT INC.**

THIS FIRST AMENDMENT TO THE CONTRACT FOR PROFESSIONAL SERVICES

(“First Amendment”) is made and entered into as of the ____ day of _____ 2026, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter “CITY”), and Circuit Transit, Inc., a corporation authorized to do business in the State of Florida (hereinafter referred to as “COMPANY”).

WITNESSETH:

WHEREAS, the CITY and the COMPANY previously entered into a Professional Services Contract for the Operation of Citywide Micro-Transit Services (“Original Agreement”) dated July 17, 2023; and

WHEREAS, the CITY and COMPANY agree to enter into this First Amendment to the Original Agreement to extend the contract renewal option for three additional one year periods; and

WHEREAS, the CITY and COMPANY desire to amend the insurance and indemnification requirements in the Original Agreement to ensure compliance with the requirements of the Broward County Transportation Surtax Interlocal Agreement.

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NOW THEREFORE, in consideration of the promises, mutual covenants, provisions and undertakings contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are incorporated in this First Amendment.

2. The Original Agreement is amended as follows:

...

A-3 Performance Period

(a) The performance period shall commence from Effective Date and continue for a period of twelve (12) months. This Agreement may be renewed by mutual written agreement of the parties for up to six (6) additional one-year renewal periods. All renewals shall be in writing and executed in accordance with Section D-13 of this Contract.

...

C-5 Insurance

(h) Broward County shall be included as an additional insured on all applicable insurance policies required under this Agreement, on a primary and non-contributory basis, for work performed under this Contract. The additional insured status shall be evidenced by endorsement to the policies and reflected on the certificates of insurance. Such coverage shall apply to the extent of the Company’s indemnification obligations under this Agreement.

...

D-13 Indemnification

The addition to the insurance requirements set forth in Section C-5, “Insurance,” the Company shall protect, indemnify, and hold harmless the City and Broward County, their officers, employees, agents, and consultants from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments, including attorney’s fees, court costs, or other expenses of any kind or character (collectively, the “Liabilities”), which may be recovered from or sought against the City and/or Broward County as a result of, by reason of, or as a consequence of any intentional, wrongful, or negligent act or omission of the Company, its officers, employees, or agents in the performance of this Contract, regardless of whether such Liabilities are caused in part by the City and/or Broward County. This provision includes the indemnity requirements set forth in Exhibit “A”, Section 1.46. The provisions and

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obligations under this section shall survive the expiration or earlier termination of this Agreement.

Nothing in this Contract shall be construed to affect in any way the City's or Broward County's rights, privileges, and immunities under the doctrine of sovereign immunity and as set forth in Section 768.28, Florida Statutes. It is expressly agreed that the Company shall defend the City and/or Broward County against such Liabilities, and in the event the Company fails to do so, the City and Broward County shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

3. That except as amended herein, the CITY and COMPANY ratify, approve and reaffirm the terms of the Original Agreement, and the Original Agreement shall remain in full force and effect, except as amended herein. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement or this First Amendment, the terms and provisions of this Amendment shall control to the extent of any such conflict and ambiguity.

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IN WITNESS OF THE FOREGOING, the CITY and CONSULTANT have executed this
First Amendment to the Original Agreement on the first date written above.

CITY OF HOLLYWOOD

By: _____
Josh Levy, Mayor

ATTEST:

Patricia A. Cerny, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Damaris Henlon
City Attorney

COMPANY: CIRCUIT TRANSIT INC

James Mirras

James Mirras (Apr 14, 2026 13:02:45 EDT)

Name: James Mirras

Title: COO / Co-Founder

Date: 04/14/2026

Attachment A Contract Amendment Circuit Transit Inc.,

Final Audit Report

2026-04-14

Created:	2026-04-14
By:	David Pang (legal@ridecircuit.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmQJOAV1y-bAc7P7wkCRB5Gchuw2lkp_s

"Attachment A Contract Amendment Circuit Transit Inc.," History

-  Document created by David Pang (legal@ridecircuit.com)
2026-04-14 - 4:42:06 PM GMT
-  Document emailed to James Mirras (james@ridecircuit.com) for signature
2026-04-14 - 4:42:28 PM GMT
-  Email viewed by James Mirras (james@ridecircuit.com)
2026-04-14 - 5:02:33 PM GMT
-  Document e-signed by James Mirras (james@ridecircuit.com)
Signature Date: 2026-04-14 - 5:02:45 PM GMT - Time Source: server
-  Agreement completed.
2026-04-14 - 5:02:45 PM GMT