

**AMENDMENT NUMBER ONE
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT
BETWEEN CITY OF CHULA VISTA and
CIRCUIT TRANSIT INC.**

This Amendment Number One (“Amendment”) is made and entered into this ____ day of April 2024 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and Circuit Transit Inc., a Florida Corporation (“Contractor/Service Provider”), (collectively, the “Parties” and, individually, a “Party”).

RECITALS

WHEREAS, the Parties entered into the “City of Chula Vista Contractor/Service Provider Services Agreement With Circuit Transit Inc. to Implement and Provide Services For the Community Shuttle Program,” effective March 15, 2022, to provide an all-electric on-demand shuttle service catering to the needs of the local senior community in the Northwest part of Chula Vista (the “Agreement”);

WHEREAS, the Parties now desire to amend the Agreement to update the contact information, revise the Required Services, and increase the total program costs, as more specifically set forth below.

NOW, THEREFORE, in consideration of the above Recitals and the mutual obligations of the Parties set forth herein, City and Contractor/Service Provider agree as follows:

1. Exhibit A to the Agreement, Sections 1, 2., and 4, A. are hereby amended and restated as set forth in Exhibit 1 to this Amendment, attached hereto and incorporated herein by this reference.
2. Except as expressly provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.
3. Each Party represents that it has full right, power and authority to enter into this Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the individuals executing this Amendment on the behalf of such Party are duly authorized agents with authority to do so.

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**SIGNATURE PAGE TO
AMENDMENT NUMBER ONE
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT**

CIRCUIT TRANSIT INC.

CITY OF CHULA VISTA

BY: _____

BY: _____

James Mirras
Co-Founder/ COO

Maria V. Kachadoorian
City Manager

APPROVED AS TO FORM

BY: _____

Marco A. Verdugo
City Attorney

EXHIBIT 1
AMENDED
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:
Dennis Gakunga
276 Fourth Ave Chula Vista CA, 91910
619-476-5355
dgakunga@chulavistaca.gov

For Legal Notice Copy to:
City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Contractor/Service Provider Contract Administration:
CIRCUIT TRANSIT INC.
743 Ninth Avenue
San Diego, CA 92101
562-252-6680
daniel@ridecircuit.com

For Legal Notice Copy to:
Circuit Transit Inc.
James Mirras
501 East Las Olas Blvd.
Fort Lauderdale, FL 33301
james@ridecircuit.com

2. Required Services

A. General Description:
Contractor/Service Provider will provide electric transportation services targeted to seniors fifty-five and older in the Northwest part of the Chula Vista community in accordance with the terms and conditions of this Agreement.

B. Detailed Description/Responsibilities of Contractor/Service Provider:

Based on the findings of the 2020 SANDAG Mobility HUB needs assessment survey as referenced for the CV (Chula Vista) Community Shuttle program, City desires to provide all-electric on-demand shuttle services catered to the needs of the local senior community (the “Shuttle Program”) in the Northwest part of Chula Vista as shown on Exhibit D. The Shuttle Program has been and will be designed with the community’s input and participation to provide safe, convenient, affordable, and accessible first/last mile connections. The goals of the Shuttle Program will be to improve mobility options for the senior communities, provide connections to public transit and key community services, improve social determinants of health related to transportation accessibility, reduce greenhouse gas emissions, improve air quality, and reduce congestion.

• **Phasing and Deliverables.** Contractor/Service Provider will operate and implement the Shuttle Program in accordance with all terms and conditions of this Agreement and provide the following deliverables within the timelines provided below:

Start Date	Time Period	Deliverables
Fall 2021	Planning & Pre launch: 100- 120 days after execution of contract with CARB	<ul style="list-style-type: none"> • Acquire vehicles and outfit with customizations for service • Hiring and recruitment of staff, including drivers • Development and launch of App • Launch of Marketing & Outreach plan (Circuit will work with City and Community Partner to develop and execute a marketing and outreach plan to announce launch of new service to the community)
Spring 2022	Year¹ 1: Project Kickoff & Launch. Opening Day	<ul style="list-style-type: none"> • Commence Year 1 initial service on the designated launch date • Execute its marketing plan announcing the launch of the new pilot, including any launch event or ribbon cutting with the City. • Conduct ride-alongs and on-job training with new staff to ensure effectiveness and efficiency of service.

¹ The term Year as used herein denotes year(s) of operation and not the year(s) of grant funding.

Start Date	Time Period	Deliverables
Spring 2022	Year 1: Operations, Monitoring & Reporting and Adjusting - Initial Service - Year 1	<ul style="list-style-type: none"> • Operate four (4) electric sedan vehicles and one (1) ADA van in furtherance of the Shuttle Program to be funded by CMO. • Operate one (1) electric sedan vehicle in furtherance of the Shuttle Program funded by CCDC. • Monitor key metrics and feedback • Conduct rider surveys • Implement ongoing marketing strategy • Engage in ongoing community outreach • Sell and execute advertising campaigns • Communicate with and submit monthly reports to the City team • Make adjustments to the service as needed/requested <p>*Year 1 services only available to seniors for free</p>
Spring 2023	Year 2: Operations, Service Expansion to General Public	<ul style="list-style-type: none"> • Operate four (4) electric sedan vehicles, one (1) non-ADA van and one (1) ADA van in furtherance of the Shuttle Program to be funded by CMO. • Operate one (1) electric sedan vehicle in furtherance of the Shuttle Program funded by CCDC. • Plan and implement for service expansion • Plan and implement service extension to the general public, including rollout timeline. • Collaborate with City and Community Partner/(s) to prepare and implement a marketing and outreach plan for announcing service expansion to existing and potential riders.
		*Year 2 services available to general public for a fee, free for seniors

Spring 2023	Year 2: Monitoring, Reporting and Adjusting - Expanded Service	<ul style="list-style-type: none"> • Program monitoring & monthly reporting • Prepare study developing ridership trends to learn busiest ridership times, request hotspots, etc. • Conduct rider surveys to learn about rider preferences, needs, and report back to the City with data collected to refine service. <p>*Year 2 services available to general public for a fee, free for seniors</p>
Spring 2023	Year 3: Operations	<ul style="list-style-type: none"> • Operate five (5) electric sedan vehicles and one (1) ADA van in furtherance of the Shuttle Program funded by CCDC. • Operate one (1) non-ADA van in furtherance of the Shuttle Program funded by CMO. <p>*Year 3 services available to general public for a fee, free for seniors</p>
Spring 2023	Year 3: Monitoring, Reporting and Adjusting - Expanded Service	<ul style="list-style-type: none"> • Program monitoring & monthly reporting • Prepare study developing ridership trends to learn busiest ridership times, request hotspots, etc. • Conduct rider surveys to learn about rider preferences, needs, and report back to the City with data collected to refine service.
Spring 2024	Year 4: Operations, Monitoring, and Reporting	To be determined

• **Access to Service .** Contractor/Service Provider will allow riders to request rides for the Shuttle Program within a geo-fenced coverage zone through a mobile ride request app available on iOS and Android, by call in or text, or by kiosks available at key destinations and public spaces. Caregivers, senior living community staff, and others can also make requests on behalf of riders. The Shuttle Program will include an American with Disabilities Act (ADA) accessible vehicle on standby for riders requiring ADA assistance, which can be indicated in the ride request app, the kiosk, or when requesting by phone.

• **Funding:** The Parties acknowledge and agree that compensation for the Required Services will be paid by City but only to the extent that City actually receives funding from CMO and CCDC (collectively, the “Granting Agencies”) in accordance with Exhibit A, Section 4, below. The Parties acknowledge and agree that the Required Services will be funded solely with the funding sources identified below, during the time periods identified below:

Period	Funding Source
Pre-Year 1	CMO will provide funding for all Pre-Year 1 Shuttle Program costs.
Year 1	<ul style="list-style-type: none"> • CCDC will provide funding for the operation of one (1) electric sedan vehicle. • CMO will provide funding for all other Shuttle Program costs, including but not limited to four (4) electric sedan vehicles and one (1) ADA van.
Year 2	<ul style="list-style-type: none"> • CCDC will provide funding for the operation of one (1) electric sedan vehicle. • CMO will provide funding for all other Shuttle Program costs, including but not limited to four (4) electric sedan vehicles, one (1) non-ADA van, and one (1) ADA van.
Year 3	<ul style="list-style-type: none"> • CCDC will provide funding for all Shuttle Program costs, including but not limited to five (5) electric sedan vehicles and one (1) ADA van. • CMO will provide funding for all other Shuttle Program costs, including but not limited to one (1) non-ADA van.
Year 4	<p>Not identified.</p> <p>The Parties agree to make reasonable efforts to identify and secure additional funding for future and additional Shuttle Program costs, including but not limited to funding for Year 4 operations, from a variety of sources including but not limited to Fares (as defined below), Advertising Revenue (as defined below), grants, and other sources. If the Parties are able to secure such funding on mutually acceptable terms, the Parties agree to effectuate an amendment to this Agreement. If such funding cannot be identified and secured, the parties agree that operation of the Shuttle Program shall cease after Year 3.</p>

• **Fares.**

- o Seniors. Contractor/Service Provider will make the Shuttle Program available as a free transportation service to seniors 55 years of age and older.
- o General Public. Contractor/Service Provider will make the Shuttle Program available to the general public after 12 months from Enter Date. The Shuttle Program will charge general public users a fare of \$2.00 per passenger per ride (each a “Fare”; collectively the “Fares”). A contactless fare program will be implemented and will accept payment

via credit card, debit card, or prepaid card. Contractor/Service Provider will be responsible to collect any and all Fares and to account for any and all Fares collected. Contractor/Service Provider will provide City with a monthly accounting of any and all Fares collected from the Shuttle Program. The City may require an independent audit of the accounting submitted to verify the accuracy of the accounting and the appropriateness of the submittals. The responsibility of payment of the independent audit will be negotiated in good faith by the Parties. Contractor/Service Provider will apply 60% of the total revenue generated from any and all Fares towards future Required Services in the form of a credit to the City. This credit will be applied in Year 4 to offset costs of the Shuttle Program during Year 4 and to provide for continuing support for the Shuttle Program.

- **Advertising.** Contractor/Service Provider agrees to prepare, sell, and execute advertising campaigns in conjunction with the Shuttle Program. Contractor/Service Provider acknowledges and agrees that City's written approval will be required to enter into any advertising contracts or receipt of any Advertising Revenue (defined below). Contractor/Service Provider further acknowledges and agrees that any advertising prepared, sold, or executed in conjunction with the Shuttle Program must comply with all City policies for advertising, and all other applicable rules, regulations, and laws related to advertising. Contractor/Service Provider will be responsible to collect any and all revenues derived from any advertising campaigns ("Advertising Revenue") and to account for any and all Advertising Revenue. Contractor/Service Provider agrees that 50% of all Advertising Revenue collected will be applied as a credit towards future Required Services on a monthly basis beginning in Year 4. Contractor/Service Provider will provide City with a monthly accounting of any and all Advertising Revenue collected from the Shuttle Program. The City may require an independent audit of the Advertising Revenue accounting submitted to verify the accuracy of the accounting and the appropriateness of the submittals. The responsibility of payment of the independent audit will be negotiated in good faith by the Parties.

- **Operating Time.** Contractor/Service Provider will operate the Shuttle Program 12 hours per day, 5 days per week. The Shuttle Program schedule will be aligned with the needs of the community and may be adjusted with feedback from the community/City as the data from the service becomes available. The expansion of Required Services which may include operating seven (7) days a week will be negotiated and may be agreed upon by the parties in an amended Scope of Work.

- **Destinations.** The focus of the service territory will be on key destinations for the senior population, including healthcare, grocery, senior living facilities, and senior centers, and other destinations as determined through community feedback. Over this period, the service will be adjusted and honed to the needs of this community.

- **CMO Grant.** Contractor/Service Provider acknowledges and agrees that City has obtained a grant from the CARB, Clean Mobility Options Voucher Pilot Program (the "CMO Grant") as a source of funding for the Required Services. The grant application, grant agreement, and terms and conditions for the CMO Grant are attached hereto and incorporated herein as Exhibit E (collectively, the "CMO Grant Materials"). Contractor/Service Provider agrees that it has read and understands the requirements in the CMO Grant Materials. Contractor/Service Provider agrees to comply, and cause the City to comply, with all requirements, terms, and conditions of

the CMO Grant and the CMO Grant Materials, and all related requirements, terms, and conditions of the CMO Grant. Contractor/Service Provider agrees that its failure to comply, or its failure to cause the City to comply, with all requirements, terms, and conditions of the CMO Grant or the CMO Grant Materials, or any related requirements, terms, and conditions of the CMO Grant constitutes a material breach of this Agreement.

- **CCDC Grant.** Contractor/Service Provider acknowledges and agrees that City has obtained a grant from the Community Congregational Development Corporation (“CCDC”) as a source of funding for the Required Services (the “CCDC Grant”). The grant application, grant agreement, and terms and conditions for the CCDC grant are attached hereto as Exhibit F (collectively, the “CCDC Grant Materials”). Contractor/Service Provider agrees that it has read and understands the CCDC Grant Materials. Contractor/Service Provider agrees to comply, and cause City to comply, with all requirements, terms, and conditions of the CCDC Grant and the CCDC Grant Materials, and all related requirements, terms, and conditions of the CCDC Grant. Contractor/Service Provider agrees that its failure to comply, or its failure to cause the City to comply, with all requirements, terms, and conditions of the CCDC Grant or CCDC Grant Materials, or any related requirements, terms, and conditions of the CCDC Grant constitutes a material breach of this Agreement.

- **Improvements.** Contractor/Service Provider shall be responsible for the construction, maintenance, operation, repair, and replacement of any improvements necessary to operate the Shuttle Program. The Parties acknowledge and agree that it is their intent that necessary construction, maintenance, operation, repair, and replacement of improvements will be subject to reimbursement pursuant to Exhibit A, Section 4 of this Agreement.

C. Responsibilities of the City

- For the Term of this Agreement, City will provide Contractor/Service Provider with six (6) parking spaces for electric vehicle storage and eight (8) additional parking spaces at no cost to Contractor/Service Provider. The Parties acknowledge and agree that terms for use, including but not limited to location, of the parking spaces have not yet been finalized. Upon finalization of such terms of use, Contractor/Service Provider acknowledges and agrees that City may require Contractor/Service Provider to enter to additional agreements with the City (i.e. right-of-entry agreements, license agreements) or obtain permits (i.e. construction permits) to memorialize such terms of use.

- City agrees to reasonably assist Contractor/Service Provider with access to Level 2 charging for the electric vehicles as appropriate.

4. Compensation:

A. Form of Compensation

The projected total costs to implement the Shuttle Program on an annual and monthly basis are identified in the table below.

Total Program Costs				
	Total Annual	Total Monthly	CMO Monthly	CCDC Monthly
Year 1	\$736,646	\$61,387	\$48,451	\$12,936
Year 2	\$893,292	\$74,441	\$61,301	\$13,140
Year 3	\$833,477	\$69,456	\$12,199	\$57,258

Within seven (7) days of receiving reimbursement funds from the Granting Agencies, City shall pay Contractor/Service Provider \$107,998 for Planning & Pre-launch Deliverables costs incurred Fall 2021 and Winter 2022. The funding will be provided by CMO and/or CCDC as provided under CMO Grant Materials and CCDC Grant Materials.

The Parties acknowledge and agree that any and all payments for Shuttle Program costs will be solely funded by CMO and CCDC, not the City, through the CMO Grant and the CCDC Grant, respectively, for Years 1 through 3 of the Shuttle Program. Contractor/Service Provider acknowledges and agrees that City is only obligated to pay Contractor/Service Provider for the performance of Required Services to the extent that grant funds are approved by the Granting Agencies and actually reimbursed to the City. Contractor/Service Provider acknowledges and agrees that City shall have no obligation to pay for the Required Services from any other funding source.

The Parties acknowledge and agree that any and all Fare and Advertising Revenue credits generated during the Term will be applied during Year 4 of the Shuttle Program, in a manner to be agreed to by the Parties. The maximum amount to be paid to the Contractor/Service Provider for services performed during the Term of the Agreement shall not exceed \$2,497,833.00.

B. Invoicing

Contractor/Service Provider will provide City with a detailed invoice and breakdown by Granting Agency for Required Services performed each month for Years 1 through 3, within thirty (30) days of the end of the month in which the Required Services were performed. A detailed invoice will be provided for Planning & Pre-launch Deliverables upon the Effective Date of this Agreement. Upon receipt of the invoice, City will review the invoice and pay Contractor/Service Provider for approved amounts, in an amount not-to-exceed seventy-five thousand dollars (\$75,000), with the exception of the initial invoice provided at the Effective Date for Planning & Pre-launch Deliverables, within thirty (30) days. After payment by City, City will seek reimbursement from the Granting Agencies. If City does not receive reimbursement from the Granting Agencies for any amount paid to Contractor/Service provider, all such unreimbursed amounts will be offset against future invoices submitted by Contractor/Service Provider. City will provide Contractor/Service Provider with documentation of such non-reimbursement by the Granting Agencies.