

**FIRST AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND CIRCUIT TRANSIT INC.**

THIS FIRST AMENDMENT (“Amendment”) is entered into this 1st day of March, 2026 (“Effective Date”), by and between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and CIRCUIT TRANSIT INC., a Florida corporation (the “CONTRACTOR”).

RECITALS

WHEREAS, the CITY and CONTRACTOR entered into an agreement, dated June 28, 2023, for the term of June 28, 2023 through June 28, 2026 (the “Agreement”), wherein the CONTRACTOR agreed to provide specialized services to operate clean mobility vehicles to comply with the Clean Mobility Options (“CMO”) Voucher Program for the Free Ride Around National City (“FRANC”) Electric Vehicle On-Demand Shuttle Service for a not-to-exceed amount of \$2 million, and an initial term of three (3) years, with the option to extend this term for up to two (2) one-year extensions; and

WHEREAS, based on the CONTRACTOR’s performance and quality of work, and to ensure continued operation of the FRANC, the CITY desires to have the CONTRACTOR continue providing specialized services to comply with the CMO Voucher Program for the CITY, and the CONTRACTOR is willing to perform such services; and

WHEREAS, the CITY has acquired a third electric vehicle and desires to place said vehicle into service for the FRANC, in addition to the two vehicles currently under the Agreement; and

WHEREAS, the parties desire to amend the Agreement by exercising the first of two (2) extensions to extend the term of the Agreement to September 3, 2027; to approve an assignment for CONTRACTOR’s right to payments; and to add operation of the CITY-owned vehicle for the FRANC, as more specifically set forth below.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The June 28, 2023 Agreement, in exercise of the extension provision, is hereby amended to extend the term of the Agreement through September 3, 2027. The parties agree that said extension shall constitute the first of the two (2) extensions under Section 2, Effective Date and Length of Agreement-- notwithstanding that it exceeds one (1) year -- to align with and ensure continuity of service through the term of the CMO Voucher Program.
2. Pursuant to Section 24(G), *Assignment & Assumption of Rights*, CITY hereby consents to CONTRACTOR’s assignment of its rights to receive payments or accounts receivable due under the Agreement to Silicon Valley Bank, a division of First-Citizens Bank & Trust Company

(“SVB”), in connection with a revolving line of credit or other financing facility. Such assignment shall be strictly limited to CONTRACTOR’s rights to payment and shall not modify any other rights or obligations under the Agreement, but shall be subject to assignee assuming all obligations of CONTRACTOR under this Agreement related to the rights assigned.

3. Exhibit “B” to the Agreement, titled Scope of Work, is hereby amended and replaced with Exhibit “B” attached to this First Amendment.
4. Exhibit “C” to the Agreement, titled Pricing Allocation, is hereby amended to add and include:

Total Estimated Annual Cost for Year 3 Services: \$398,125.44
Total Estimated Annual Cost for Year 4 Services: \$474,668.04

Estimated Payment Schedule:

<i>Product</i>	<i>Date</i>	<i>Amount</i>	<i>Product</i>	<i>Date</i>	<i>Amount</i>
Month 25 Service	Sept-25	\$26,237.79	Month 37 Service	Sept-26	\$39,555.67
Month 26 Service	Oct-25	\$26,237.79	Month 38 Service	Oct-26	\$39,555.67
Month 27 Service	Nov-25	\$26,237.79	Month 39 Service	Nov-26	\$39,555.67
Month 28 Service	Dec-25	\$26,237.79	Month 40 Service	Dec-26	\$39,555.67
Month 29 Service	Jan-26	\$26,237.79	Month 41 Service	Jan-27	\$39,555.67
Month 30 Service	Feb-26	\$26,237.79	Month 42 Service	Feb-27	\$39,555.67
Month 31 Service	Mar-26	\$40,116.45	Month 43 Service	Mar-27	\$39,555.67
Month 32 Service	Apr-26	\$40,116.45	Month 44 Service	Apr-27	\$39,555.67
Month 33 Service	May-26	\$40,116.45	Month 45 Service	May-27	\$39,555.67
Month 34 Service	Jun-26	\$40,116.45	Month 46 Service	Jun-27	\$39,555.67
Month 35 Service	Jul-26	\$40,116.45	Month 47 Service	Jul-27	\$39,555.67
Month 36 Service	Aug-26	\$40,116.45	Month 48 Service	Aug-27	\$39,555.67
Year 3 Total		\$398,125.44	Year 4 Total		\$474,668.04

5. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the June 28, 2023 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY

By: _____

Name: Ron Morrison

Title: Mayor

Date: _____

APPROVED AS TO FORM:

By: _____

Name: Heidi Skinner

Title: Interim City Attorney

Date: _____

CIRCUIT TRANSIT INC.

By: _____

Name: James Mirras

Title: COO / Co-Founder

Date: _____