

**CITY OF OCEANSIDE
AMENDMENT 2 TO
PROFESSIONAL SERVICES AGREEMENT**

PROJECT: G'OSIDE ELECTRIC VEHICLE (EV) SERVICE

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated _____, 20__ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Circuit, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated May 24, 2023, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the g'Oside electric vehicle shuttle program has been operating since June 2023 using a combination of SANDAG grant funds, Visit Oceanside contribution, and General Fund reserves; and

WHEREAS, the parties amended the Agreement on June 4, 2025 to provide for changes to the timing requirements, extending the term of the Agreement to December 31, 2025 in order to spend unused funds; and

WHEREAS, contributions totaling \$150,000 have been conditionally committed by Visit Oceanside, the Oceanside Cultural District and the Downtown Oceanside Property Business Improvement District; and

WHEREAS, City Council approves the use of \$150,000 in matching funds using General Fund reserves to continue the g'Oside EV shuttle service with a modified schedule as described in the Scope of Work attached as Exhibit 1 for an annual cost of \$300,000 plus monthly passenger fare revenue; and

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the compensation, timing requirements and Scope of Work.

AMENDMENT

NOW, THEREFORE, the parties hereto do mutually agree that the Agreement shall be amended as follows:

G'OSIDE ELECTRIC VEHICLE (EV) SERVICE

1. Section 7, "Compensation" will modify the total contract price to \$300,000 per year paid in set monthly installments of \$25,000, plus Contractor will retain passenger fare revenue as described in the Scope of Work.

2. Section 8, "Timing Requirements" will modify the final sentence to read "All work shall be completed in every detail to the satisfaction of the CITY by December 31, 2026."

3. "Contractor's Duties and Responsibilities" are modified to include the following, as described in the Scope of Work attached as Exhibit 1:

- a) The operating schedule will be Wednesday through Sunday, 2 p.m. to 10 p.m. as described in the Scope of Work attached as Exhibit 1
- b) Three vehicles will remain in operation during the above hours
- c) Contractor will retain passenger fare revenue

4. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

CIRCUIT

CITY OF OCEANSIDE

By: _____
Name/Title

By: _____
City Manager

Date: _____

Date: _____

By: _____
Name/Title

APPROVED AS TO FORM:

Date: _____

Employer ID No.

City Attorney

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NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.