

LATE DISTRIBUTION OF MATERIALS

DATE: December 3, 2025

TO: Honorable Mayor and Councilmembers

FROM: Maddison Zafra, City Manager's Office

SUBJECT: MEMORANDUMS OF AGREEMENT WITH, AND ACCEPTANCE OF FUNDS FROM, VISIT OCEANSIDE, THE OCEANSIDE CULTURAL DISTRICT AND THE DOWNTOWN OCEANSIDE PROPERTY BUSINESS IMPROVEMENT DISTRICT AND AMENDMENT TO AGREEMENT WITH CIRCUIT TO CONTINUE G'OSIDE EV SHUTTLE OPERATIONS AND APPROPRIATION OF MATCHING FUNDS FROM THE GENERAL FUND UNASSIGNED FUND BALANCE

Item #10 – Attachment 2: Amendment 2 – Circuit – Modifications have been made to the Scope of Work. The modified agreement is attached.

**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 November 25, 2025 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'Osido 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 12, 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'Osido 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) Operate three vehicles each day to meet passenger demand during the operating hours with the objective to minimize rider wait time.
- c) Contractor will retain passenger fare revenue
- d) Protection of personal information/data

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

By:


Daniel Kramer, Vice President

Date:

11/25/25

CITY OF OCEANSIDE

By:

City Manager

Date:

See Attached Certificate

11-25-2025

APPROVED AS TO FORM:

G'OSIDE ELECTRIC VEHICLE (EV) SERVICE

82-4586300
Employer ID No. _____



City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los AngelesOn 11-25-2025 before me, STEPHEN G MANGOLD, A NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared

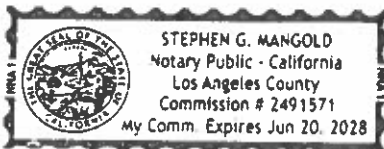
DANIEL KRAMER

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Amend TO PRO-SERV. ADVISOR Document Date: 11-25-2025Number of Pages: 9 Signer(s) Other Than Named Above: _____**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

G'OSIDE EV SHUTTLE SCOPE OF WORK

A. STATEMENT OF WORK:

Contractor will work with the City to operate an all-electric, on-demand, shared shuttle service ("g'Osider") for the designated service area shown in Exhibit 1. The g'Osider will serve Oceanside residents, workers and visitors by providing a convenient and efficient mobility option to circulate throughout the designated service area. The demand-response system will provide point-to-point transit from any one point within the designated service area to any other point within and is available to the user upon demand.

B. CONTRACTOR'S DUTIES AND RESPONSIBILITIES:

1. Operate the g'Osider within the defined service area attached as Exhibit 1 and within the following operating hours: Wednesday through Sunday, 2 p.m. to 10 p.m., using GEM E-6 2016 or newer electric vehicles.
2. Operate three vehicles each day to meet passenger demand during the operating hours with the objective to minimize rider wait time. In evaluating the required operating vehicles and total hours, market needs, seasonal and environmental conditions, special events will be considered.
3. Provide a user-friendly mobile application for requesting the service that can collect a fare of three-dollars (\$3) per rider with a six-dollar (\$6) cap for more than two riders. The fares collected by the Contractor will be retained by the Contractor.
4. Contractor will invoice the City on a monthly basis by the 10th day of the following month for an amount not to exceed \$25,000 for a total annual cost of \$300,000. In the event the City does not remit payment with thirty (30) days of City's receipt of a Payment Request, the outstanding amount of such Payment Request shall be subject to a late payment penalty of five percent (5%) per month, unless such amount is the subject of a reasonable dispute between the parties. All third-party costs of collection including reasonable attorney fees and expenses incurred by Contractor shall be paid by the City.
5. Contractor will provide the City the following monthly data as supporting documentation for payment with each invoice:
 - Total number of vehicle operating hours
 - Number of total riders
 - Number of riders per hour per day of the week
 - Average trip duration on a monthly basis
 - A heat map showing the pickup and drop-off locations within the service area

G'OSIDE EV SHUTTLE SCOPE OF WORK

- Miles driven
 - Trip distance
 - Wait time
 - Customer ride time
 - #/% shared rides
 - Satisfaction star rating
 - Rider feedback
 - Number of cancelled trips/total completed trips (by rider and by Circuit)
 - # minutes all vehicles are utilized
 - General GHG reduction in metric tons
 - Number of unique riders
 - Rider demographics
6. Contractor shall be responsible for the operations of the g`Oside in accordance with:
- a. Applicable federal, state, and local laws and regulations
 - b. Necessary driver qualifications such as license verification and driver safety training
 - c. Equipment operating instructions issued by the OEM (original equipment manufacturer).
 - d. Contractor, at Contractor's sole expense, may employ persons other than Contractor's employees to perform supplemental passenger assistance, marketing, information passenger counts, or other similar duties. Contractor's employment of other persons for these duties does not relieve the Contractor from performing these duties.
 - e. Contractor shall set uniform dress standards for all service employees. Employee uniforms will be green Circuit polos and driver's choice of bottoms. Uniform standards shall be subject to the City's approval.
 - f. Contractor will establish and provide continuing training programs for all service employees who are working on the City of Oceanside system. At a minimum, training shall include sensitivity training and defensive driver training.
 - g. Contractor shall provide an additional vehicle in the event of a vehicle breakdown. The maximum response time from the time of a vehicle breakdown until the arrival of a replacement vehicle shall be twenty (20) minutes plus two (2) minutes per mile from the Contractor's garage to the location of the breakdown. Contractor, at Contractor's sole expense, in the event of a vehicle breakdown may provide alternate transportation through the use of licensed taxicab service. Use of this option shall not alter the maximum response time for replacement service stated above.

G'OSIDE EV SHUTTLE SCOPE OF WORK

- **Monitoring:** Monitoring the records, facilities, personnel, timetable adherence and equipment developed or used by Contractor in the performance of its obligations under this Agreement
 - **Inspection and Removal:** Inspecting any equipment at any time, and remove from service any equipment, which in the City's sole discretion, is in an unacceptable condition
 - **Temporary Service Adjustment:** At the City's sole discretion, the City may direct Contractor to cease operation with thirty (30) days' notice or alter service area and/or service hours under this Agreement.
 - **Employee Removal:** At the City's sole discretion, the City may direct Contractor to remove any service employee for conduct unbecoming an employee as stated herein
- l. All vehicles providing services under this Agreement shall meet all applicable State and Federal rules and regulations as may be modified from time to time.
- m. The City may notify Contractor to remove any primary vehicle from service for non-compliance with the vehicle requirements of this Agreement. Contractor shall replace said primary vehicle with a City approved vehicle within ten (10) business days. A suitable replacement vehicle will be placed in service to avoid interruption in service.
- n. Contractor at its sole cost and expense, shall be responsible for developing and adhering to a vehicle maintenance plan in conformance with OEM guidelines and industry practices.
- o. The passenger amenities and safety appliances listed below shall be functionally inspected each calendar day on all vehicles which are dispatched for g'Oside and/or extra service. Defects shall be remedied as an integral part of the inspection process prior to dispatch.
- General illumination lights
 - Headlights
 - Indicator lamps
 - Warning lamps
 - Upholstery condition
 - Seat frames
 - Windshield wipers
 - Emergency lights
 - Signage
 - Safety appliances

G'OSIDE EV SHUTTLE SCOPE OF WORK

- p. Under no circumstance shall a vehicle be dispatched for g'Oside and/or extra service with any amenity or safety defect. A record of all such inspections shall be maintained by the Contractor and be made available at the City's request.
- q. Circuit will be responsible for providing adequate off-street storage and re-charging sites for the shuttles used in this agreement. The City can provide access to Level 2 charging at the City Hall employee garage lower level during day time hours. Any cost associated with the storage and recharging will be incorporated into Circuit's hourly operational cost of the service to the City.
- r. All vehicles shall have had a minimum of a daily interior cleaning when made available to the City for service. At least once weekly, primary vehicles used to provide shuttle service under this Agreement must receive a detailed cleaning. Weekly cleaning, at a minimum, must include the following:
 - Exterior wash
 - Interior windows cleaned
 - Mopping of non-carpeted floors with clean water and appropriate cleaning solution
 - Vacuuming of carpeted floors, if applicable
 - Wiping down of non-upholstered seats with clean water and appropriate cleaning solution
 - Vacuuming of upholstered seats, if applicable
- s. Contractor shall maintain complete and accurate records of all operator services and other Agreement activities carried out during the Agreement period. Contractor shall maintain records of all maintenance of primary vehicles. Contractor must supply the following reports to the City as the City requests. The format of these reports shall be developed by Contractor and subject to the review and written approval of the City. The Contractor will notify the City immediately in cases of:
 - Loss of life, injuries, stoppage or major disruption of service
 - Any order imposed by a competent regulatory authority which prevents the continuation of service
- t. Contractor shall protect personal information as defined herein: "Personal information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, as more fully defined in California Civil Code section 1798.140. Contractor shall not collect

G'OSIDE EV SHUTTLE
SCOPE OF WORK

Personal Information except as it is necessary for permanence of obligations under this Agreement or otherwise required by law. Contractor shall protect according to reasonable industry standards, the privacy and security of any Personal Information to which Contractor has access in connection with this Agreement and shall not disclose such non-public Personal Information to any third party or government agency, including federal immigration or enforcement agents, unless required by this Agreement or by State or federal law.

**G'OSIDE EV SHUTTLE
SCOPE OF WORK**

**EXHIBIT 2
ADVERTISEMENT SALES SERVICES**

1. Contractor shall sell space on the exterior or interior of the vehicles for the display of commercial advertising with the goal of raising revenue to partially finance the cost of the services performed under this Agreement. Contractor agrees to provide the City with an accounting of all advertising revenue in a report to accompany each monthly invoice.
2. Contractor will pay to the City 50% of Net Advertising Revenue received by the Contractor in connection with all exterior advertising sales; interior video advertising sales; event marketing campaign sales; and marketing efforts for advertising sales (collectively, the "Advertisement Sales Services" and the advertisements so sold, the "Advertisements"). Net Advertising Revenue means the gross advertising revenue received less all other costs and expenses, and also including but not limited to advertisement design and production costs, incurred by Contractor in connection with providing the Advertisement Sales Services.
3. Contractor shall determine the methods, details, and means for performing the Advertising Sales Services. Contractor will not accept advertising content that includes or is related to the below categories without the prior written approval from the City.
 - a. Discriminates against a person or section of the community on account of race, sex, age, sexual preference, religion, disability, sexual orientation or political belief.
 - b. Contains strong or obscene language.
 - c. Contains sexual or reproductive material.
 - d. Promotes or opposes "adult entertainment" strip clubs and/or the sale of pornographic materials.
 - e. Promotes the sale or distribution of firearms.
 - f. Promotes the sale or distribution of alcohol, tobacco or cannabis.
 - g. Contravenes any applicable law.
 - h. Political campaigns.
4. Contractor shall invoice each such advertiser for amounts owed for Advertisement Sales Services. Contractor shall provide a service credit in the amount of 50% of Net Advertising Revenue to the City on the monthly invoices submitted to the City after receipt by Contractor of the amounts due from each advertiser. Contractor invoices shall provide a detailed breakdown in the invoice which includes documentation delineating the gross advertising revenues, itemization of all other costs and expenses, advertiser contracts etc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
CN143116387-GAUWC-25-26		INSURER(S) AFFORDING COVERAGE		
INSURED Circuit Transit Inc. Corporate Office 501 East Las Olas Blvd. Fort Lauderdale, FL 33301		INSURER A: Pacific Insurance Company Ltd.		NAIC # 10046
		INSURER B: Lloyd's Of London		85202
		INSURER C: Hartford Fire Insurance Company		19682
		INSURER D: N/A		N/A
		INSURER E: Certain Underwriters at Lloyd's MRS 457		
		INSURER F: Trisura Specialty Insurance Company		16188

COVERAGES

CERTIFICATE NUMBER:

LOS-002745305-11

REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			57 YR3 OH8457	06/11/2025	06/11/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			57 YR2 OH8391	06/11/2025	06/11/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
C	<input type="checkbox"/> ANY AUTO			57 YR2 OH8393 (NY)	06/11/2025	06/11/2026	BODILY INJURY (Per person) \$
C	<input checked="" type="checkbox"/> OWNED AUTOS ONLY			57 YQ3 OH8392 (MA)	06/11/2025	06/11/2026	BODILY INJURY (Per accident) \$
F	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/>		AESIR-265-AEFF-CTI-02-2025 (Excess)	06/11/2025	06/11/2026	PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>		B0509BOWCN2551370	06/11/2025	06/11/2026	Excess Auto (XS \$1M) \$ 4,000,000 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input type="checkbox"/> RETENTION \$			Excess of General Liability Only			\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
E	Cyber			01MRCT0000356-01	06/11/2025	06/11/2026	Limit, Ded: \$25,000 \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Year, Type, VIN/SN, Medallion Number
2016, GEM, 52CG6AGA2G0015220, L-81
2022, GEM, 52CG6AEA8N5024247, L-82
2022, GEM, 7SXG6AEA7N5024520, L-83
2022, GEM, 7SXG6AEA2N5024537, L-84

Certificate Holder is included as additional insured where required by written contract with respect to General and Auto Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Oceanside
300 N Coast Hwy
Oceanside, CA 92054

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

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