

*STAFF REPORT**CITY OF OCEANSIDE*

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DATE: May 17, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Economic Development

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH CIRCUIT TO  
OPERATE AN ELECTRIC VEHICLE SHUTTLE PROGRAM SERVING  
DOWNTOWN OCEANSIDE**

**SYNOPSIS**

Staff recommends that the City Council approve a two-year Professional Services Agreement with Circuit, in an amount of \$573,000 per year, to operate an electric vehicle (EV) shuttle program serving Downtown Oceanside; appropriate \$223,000 from the General Fund unassigned fund balance; and authorize the City Manager to execute the agreement.

**BACKGROUND**

In April 2022, the City Council approved a six-month EV shuttle pilot program serving Downtown Oceanside using \$321,361 in American Rescue Plan Act (ARPA) funds. The pilot program, operated by Circuit, ran from June to December 2022, was free to ride and received overwhelmingly positive feedback from residents, visitors and businesses.

**ANALYSIS**

SANDAG recently conducted a procurement for Regional Flexible Fleets Services with capacity of up to \$25 million over a three-year term beginning in 2023, with two additional one-year options. Services include docked and dockless micro-mobility, microtransit, neighborhood electric vehicle (NEV) shuttles, ridehail and carshare. The firms selected provide a variety of services to design, deploy, operate and monitor on-demand flexible fleet services throughout the San Diego region. Capacity is available for jurisdictions to adopt one or more of these flexible fleet services. Circuit is one of the providers competitively awarded by SANDAG under this procurement, and the City anticipates contracting through this cooperative agreement.

Additionally, SANDAG anticipates providing an allocation of up to \$250,000 in matching funds for the Downtown Oceanside EV shuttle program. Visit Oceanside also has allocated \$100,000 toward the program. The SANDAG matching funds are in the approval process and are expected to be made available to the City within 45 days. Once approved by SANDAG the matching funds will be presented to the City Council for approval and acceptance.

Circuit operates EV shuttle programs for the cities of San Diego, Huntington Beach, Anaheim, and others. A survey that was conducted at the conclusion of the Downtown Oceanside 2022 EV shuttle pilot program resulted in 900 riders providing feedback. Overwhelmingly, riders reported positive experiences with the program and that they wanted the program to return. Full survey results are attached to this staff report.

All services and requirements are outlined in the Scope of Work attached to the Professional Services Agreement. Notable modifications to the 2022 pilot program include:

- The program will run year-round rather than only during high season.
- While the 2022 pilot program was offered free of charge to riders, in order to offset costs this proposed program will include a \$3 fare per rider.
- Program has an expanded service area that includes the East Side Capistrano neighborhood.
- A wheel chair accessible EV shuttle will be available.

As outlined in the agreement, Circuit will:

- Operate an all-electric, on-demand, shared shuttle service for the designated service area. The designated service area is bounded on the east by I-5 with the exception of serving the area east of I-5 in the East Side Capistrano area, on the west by the Pacific Ocean, by North Harbor Drive on the north and to the City boundary on the south.
- Provide a user mobile application for requesting the service that is capable of collecting a fee for service of three-dollars (\$3) per rider with a six-dollar (\$6) cap for more than two riders. The passenger service fee collected will offset the monthly operating charge to the City.
- Operate a fleet of shuttles on a staggered schedule based on the Operating Schedule in Attachment A, Exhibit 3 of the Professional Services Agreement.
- Sell advertising space on the exterior or interior of the vehicles with the goal of raising revenue, and pay to the City 50% of Net Advertising Revenue received. Revenue will be credited back to operational costs.

## **FISCAL IMPACT**

The contract with Circuit is in the amount of \$573,000 per year. It is anticipated that the rider fare will offset that cost by approximately \$114,000; however, Circuit cannot guarantee this revenue so the contract cost does not reflect the fare revenue offset. The net cost to the City of Oceanside, not factoring in anticipated fare revenue, is \$223,000 per year. SANDAG matching funds are expected to be available to fund two years of EV shuttle services, and Visit Oceanside is anticipating another allocation to fund a second year of shuttle services. Future years' costs will be included during the normal budget

process. While unexpected, should non-City funds become unavailable, the contract can be terminated with 30 days' notice per the terms of the contract.

The estimated Year 1 cost to the City is \$223,000 (not counting fare revenue). Staff is requesting to use reserves in the amount of \$223,000 and appropriate to EV Shuttle account 310344101.5305. Funding source is General Fund unassigned fund balance account 101.3100.0001 which has a current available balance of \$4.9 million; therefore, sufficient funds are available. Year 2 cost will be included during the normal budget process.

Description	PSA Amount	Account Number	Request to Appropriate	Funding Source	Available Balance
PSA with Circuit	\$573,000	EV Shuttle 310344101.4452 310344101.5305	\$114,000 \$223,000	Anticipated Revenue GF Unassigned Fund Bal 101.3100.0001	\$4.9M
		SANDAG 836186823272.4376 836186823272.5305	\$250,000 \$250,000		
		Visit Oceanside 835186823276.4401 835186823276.5305	\$100,000 \$100,000		

Advertising revenue generated by Circuit will be deposited to EV Shuttle account 310344101.4452.

### **INSURANCE REQUIREMENTS**

Circuit has provided the appropriate insurance documents per the City of Oceanside's procurement policy.

### **CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

## **RECOMMENDATION**

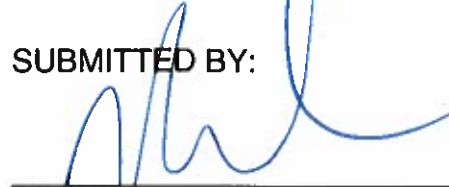
Staff recommends that the City Council approve a two-year Professional Services Agreement with Circuit, in an amount of \$573,000 per year, to operate an electric vehicle (EV) shuttle program serving Downtown Oceanside; appropriate \$223,000 from the General Fund unassigned fund balance; and authorize the City Manager to execute the agreement.

PREPARED BY:



Michelle Geller  
Economic Development Manager

SUBMITTED BY:



Jonathan Borrego  
City Manager

REVIEWED BY:

Michael Gossman, Assistant City Manager  
Jill Moya, Financial Services Director



ATTACHMENTS:

1. Professional Services Agreement with Circuit
2. Attachment A – Scope of Work
3. Attachment B - Additional Insurance Requirements
4. 2022 EV shuttle program survey results

## **CITY OF OCEANSIDE**

### **PROFESSIONAL SERVICES AGREEMENT**

#### **PROJECT: ELECTRIC VEHICLE SHUTTLE SERVICE PILOT PROGRAM**

THIS AGREEMENT, 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."

#### **NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

- 1. SCOPE OF WORK.** The project is more particularly described as follows: Contractor will work with the City of Oceanside to pilot an all-electric, on-demand, shared shuttle service for the designated service area. Detailed Scope of Work is included as Attachment A.
- 2. INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONSULTANT shall be solely responsible for the performance of its employees, agents, and subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
- 3. WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
- 4. LIABILITY INSURANCE.**
  - 4.1.** CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.
  - 4.2** Except as otherwise set forth in Exhibit A, attached hereto, CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance

## **Electric Vehicle Shuttle Service Pilot Program**

(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project specific aggregate	\$ 4,000,000

Automobile Liability Insurance \$ 2,000,000

\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

**4.3** If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

**4.4** All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

**4.5** All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

**4.6** CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

**4.7** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

**4.8** CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty

## **Electric Vehicle Shuttle Service Pilot Program**

(30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.

**4.9** Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

**5. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Million Dollars (\$2,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

**6. CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT's work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

**7. COMPENSATION.** CITY agrees to pay CONSULTANTS for all work performed in accordance with this Agreement, the rates and charges as identified in Exhibit A with a sum not to exceed the total contract price of \$573,000 per year. The total contract price will be paid in monthly installments in accordance with the schedule for payments as set forth in Exhibit A.

An invoice will be submitted to CITY on a monthly basis evidencing work performed, for which payment is requested. Payments will be made by CITY within thirty (30) days following receipt of the monthly invoice in accordance with Exhibit A. Invoices outstanding for over thirty (30) days from payment due date are subject to a 5% per month late payment charge. The imposition of a late payment amount shall be in addition to any other rights and remedies of CONSULTANT under this Agreement.

## **Electric Vehicle Shuttle Service Pilot Program**

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

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. All Advertisement Sales Services will be governed by the provisions as set forth in the Scope of Work.

**8. TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY by June 30, 2025.

**9. ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

**10. INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

**11. AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

**12. TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

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



## Electric Vehicle Shuttle Service Pilot Program

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

CIRCUIT

CITY OF OCEANSIDE

By: \_\_\_\_\_  
Name/Title

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Name/Title

APPROVED AS TO FORM:

\_\_\_\_\_  
Employer ID No.

\_\_\_\_\_  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

**Attachment A – Scope of Work****A. STATEMENT OF WORK:**

Contractor will work with the City to launch an all-electric, on-demand, shared shuttle service ("Shuttle Service") for the designated service area. The Shuttle Service 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. Service will begin 30-45 days from the date the agreement is approved.

**B. CONTRACTOR'S DUTIES AND RESPONSIBILITIES:**

1. Operate the on-demand Shuttle Service within the designated service area shown in Exhibit 1 and within the following hours: Monday through Sunday using GEM E-6 2016 or newer electric vehicles not to exceed the operating schedule in Exhibit 3.
2. Operate three to four vehicles each day to meet passenger demand during the operating hours with the objective to minimize rider wait time. In addition, a wheel chair accessible vehicle will be available on standby at a flat rate cost of \$4,500 per month. In evaluating the required operating vehicles and total hours, market needs, seasonal and environmental conditions, special events will be considered.
3. Provide a user mobile application for requesting the service that is capable of collecting a fee for service of three-dollars (\$3) per rider with a six-dollar (\$6) cap for more than two riders. The passenger service fee collected by the Contractor will offset the monthly operating charge to the City.
4. Contractor will invoice the City on a monthly basis by the 10<sup>th</sup> day of the following month based on total operating hours using the pricing matrix shown in Exhibit 2. In no case can the monthly operating fee exceed \$54,000 per month during High Season and \$39,000 per month during Low Season including the fixed monthly fee for a wheel chair accessible vehicle. In the event the City does not remit payment within 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:

## Attachment A – Scope of Work

- 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
- Wait time for EV and wheel chair accessible EV
- 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

Contractor will provide the following information in the requested format on a monthly basis, as well as all other data assumed for Contractor operations under the SANDAG Joint Procurement contracts. This information will be shared with SANDAG.

Indicator	Metric	Unit of Measurement
Operations	Ridership	Individual trips (per vehicle and total)
	Miles driven	Miles (per vehicle and total)
	Trips per rider	
	Average trip distance	Miles
On-Time Performance	Customer wait time	Minutes
	Customer ride time	Minutes
	Total journey time (wait time plus ride time)	Minutes
	Travel time predictability and accuracy	Percentage/minutes
Vehicle Utilization	Percentage of seats occupied per trip	Percentage
	Number of shared rides	Percentage
	Revenue per vehicle	U.S. Dollars
	Cost per passenger	U.S. Dollars
	Cost per mile	U.S. Dollars
Customer Satisfaction	Satisfaction star rating	Survey rating
	Safety perception	Survey rating
	Qualitative rating	Survey comments
	Improved access	Trip origin and destination
	Cancelled trips	Number of cancelled trips

## Attachment A – Scope of Work

Indicator	Metric	Unit of Measurement
Service Reliability	Disruptions	Number of delays or breakdowns
GHG Reduction	Single occupancy vehicle conversion	Survey
	Parking demand	
Flexibility	Service coverage	
	Service demand adjustments	
Increased Ridership	Trips taken	Number of individual trips taken
	Unique ridership	Number of unique riders

6. Contractor shall be responsible for the operations of the Shuttle Service 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.
  - h. Contractor shall supply properly licensed and qualified personnel to operate vehicles meeting the following minimum requirements:

## Attachment A – Scope of Work

- i. Fluent in speaking, writing and understanding English
  - ii. Shall not have, within the last three (3) years:
    - i. One or more Driving While Intoxicated (DWI) or Driving Under the Influence (DUI) convictions.
    - ii. Any conviction or plea of nolo contendere in a competent court of jurisdiction recognized by the State of California for leaving the scene of an accident.
    - iii. Two (2) or more chargeable accidents.
    - iv. Two (2) or more moving violations.
- i. All employees shall avoid conduct unbecoming an employee. Contractor shall set personnel policies prohibiting such actions. Examples of conduct unbecoming an employee include, but are not limited to, the following:
  - a. Any instance of use of language that is obscene, risqué or religiously, ethnically or sexually demeaning, or making light of physical or mental disability, regardless of whether it is directed at a customer or another employee
  - b. Any instance of belligerent or malicious behavior toward a customer or another employee
  - c. Littering on rolling stock, station areas or any other City system property
  - d. Eating in the presence of passengers or within vehicles, except when on break
  - e. Smoking in the presence of passengers
  - f. Willful failure to assist customers
  - g. Willful destruction or damage to any City property
  - h. Violation of uniform dress standards
  - i. Reckless or unsafe driving
- j. All personnel provided by Contractor and Contractor's sub-Contractors involved in any aspect of the Operator Services shall be employees or Contractors of Contractor or its sub-Contractors and not of the City. All such employees and sub-Contractors shall be subject to the direction, supervision and control of the Contractor and not the City.
- k. In addition to the rights and obligations as set forth herein, the City shall have oversight of Contractor's performance including:
  - Monitoring: Monitoring the records, facilities, personnel, timetable adherence and equipment developed or used by Contractor in the performance of its obligations under this Agreement

## Attachment A – Scope of Work

- 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's Traffic Engineer, at their sole authority, 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 Shuttle Service 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
- p. Under no circumstance shall a vehicle be dispatched for Shuttle Service and/or extra service with any amenity or safety defect. A record of all such inspections

## **Attachment A – Scope of Work**

shall be maintained by the Contractor and be made available to the City at the City's Traffic Engineer's request.

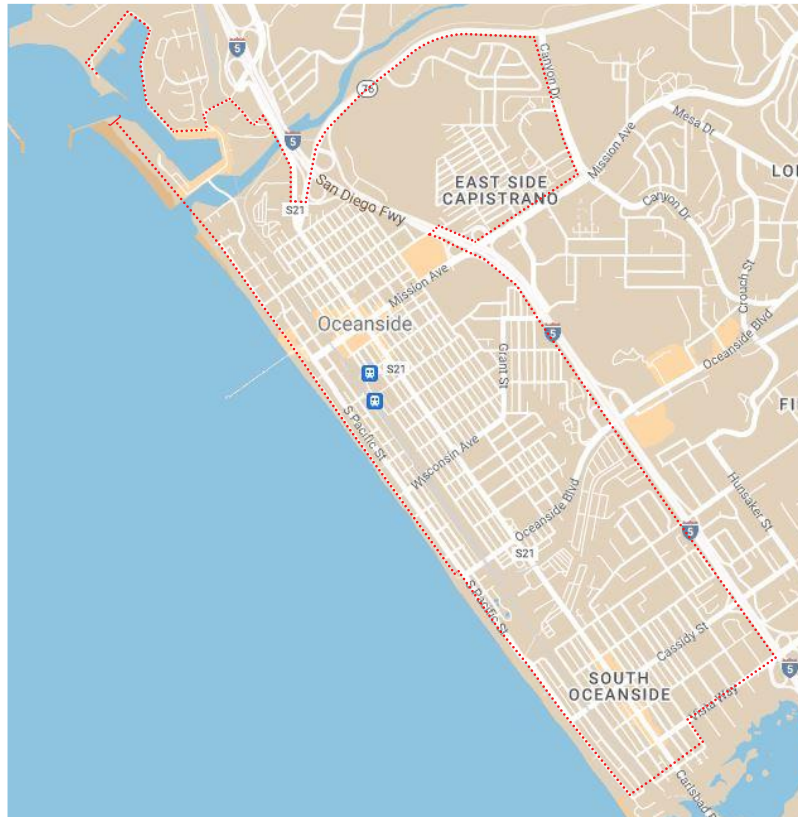
- q. Circuit will be responsible for providing adequate off-street storage and re-charging sites for the shuttles used in this agreement. The City can provide access to Level 2 charging at the City Hall employee garage lower level during day time hours. Any cost associated with the storage and recharging 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. Circuit will work with City of Oceanside and partner agencies for Pronto considerations to validate trips.

## Attachment A – Scope of Work

### Exhibit 1

#### Designated Service Area

The designated service area is generally bounded on the east by I-5, with the exception of serving the area east of I-5 in the East Side Capistrano area, on the west by the Pacific Ocean, by North Harbor Drive on the north and to the City boundary on the south, as generally shown in the map below:





## Attachment A – Scope of Work

### EXHIBIT 2

#### CONTRACTOR OPERATING HOUR CHARGE BASED ON VOLUME OF HOURS PER VEHICLE

Hours / Vehicle / Week	Hours / Vehicle / Month	GEM	GEM (WAV)
90+	390 +	\$ 33.26	\$36.58
80 - 89	347 - 389	\$ 37.43	\$38.52
70 - 79	303 - 346	\$ 39.72	\$41.10
60 - 69	260 - 302	\$ 41.62	\$42.74
50 - 59	217 - 259	\$ 47.09	\$50.13
30 - 49	130 - 216	\$ 57.10	\$59.15

\*fees above do not include additional standby vehicles

## Attachment A – Scope of Work

### EXHIBIT 3

#### OPERATING SCHEDULE

**High Season (May through November): 311 total operating hours per month per vehicle**

4 NEVs	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	12PM-10PM	12PM-10PM	12PM-10PM	10AM-10-PM	10AM-10-PM	10AM-10-PM	10AM-10PM
Hours	10	10	10	12	12	12	12

**Low Season (December through April): 276 total operating hours per month per vehicle**

3 NEVs	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	No Service	No Service	10AM-10PM	10AM-10PM	10AM-10PM	10AM-10PM	10AM-10PM
Hours	0	0	12	12	12	12	12

## **Attachment A – Scope of Work**

### **EXHIBIT 4**

#### **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.

**Attachment B**  
**EV Shuttle Program Additional Insurance Requirements**

- General Liability Limits: \$2M/\$4M per location
  - Endorsement for Sexual Molestation coverage
- Automobile Liability Limits: \$2M, with codes indicated for Any Auto, Hired Autos and Non-Owned Autos
- Umbrella/Excess Limits: \$5M, must be a follows form coverage and sit on top of both the General Liability and Auto coverage if possible, or \$4M if separate on top of the Auto coverage
- Workers Compensation Limit: Statutory, \$1M
- Other Coverages: Cyber; Crime/Employee Theft
- Additional Insured status by endorsement, a Primary/Non-Contributory endorsement and a Waiver of Subrogation endorsement.
- Letter of good standing

# MEMORANDUM

**DATE:** May 17, 2023

**TO:** Honorable Mayor and Councilmembers

**FROM:** Maddison Zafra, City Manager's Office

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH CIRCUIT TO  
OPERATE AN ELECTRIC VEHICLE SHUTTLE PROGRAM  
SERVING DOWNTOWN OCEANSIDE**

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Due to its size, attachment 4 has not been included in the packet.

To view the document electronically, please go to:

[https://www.canva.com/design/DAFQBIdbC5A/S-X9ooSvGWMnpGrFFj\\_SQ/view?utm\\_content=DAFQBIdbC5A&utm\\_campaign=designshare&utm\\_medium=link&utm\\_source=publishsharelink#1](https://www.canva.com/design/DAFQBIdbC5A/S-X9ooSvGWMnpGrFFj_SQ/view?utm_content=DAFQBIdbC5A&utm_campaign=designshare&utm_medium=link&utm_source=publishsharelink#1)