

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF OCEANSIDE
AND
MAIN STREET OCEANSIDE, INC.**

This MEMORANDUM OF AGREEMENT (hereinafter the “MOA”) is entered into this _____ day of _____, 2025, by and between the City of Oceanside (hereinafter the “City”), and Main Street Oceanside, Inc., a California Non-Profit Corporation (hereinafter “MSO”) serving as the Owners’ Association for the Downtown Oceanside Property Business Improvement District (“DTOPBID”).

RECITALS

WHEREAS, the Oceanside City Council approved an amendment to the contract with Circuit to continue operating the g’Oside electric vehicle shuttle through December 31, 2026 as detailed in that certain Professional Services Agreement amendment attached hereto as Exhibit A (“the Project”); and

WHEREAS, the total compensation to be paid to Circuit for work performed pursuant to the PSA amendment shall not exceed \$300,000 per year; and

WHEREAS, the DTOPBID considers it to be in its own interest to contribute funds voluntarily to be used by the City to defray a portion of the cost of operating the shuttle service; and

WHEREAS, the City is authorized to receive and expend funds to be used for the Project;

NOW, THEREFORE, the City and MSO agree as follows:

1. MSO on behalf of the DTOPBID shall provide to the City the total sum of \$50,000 to pay costs associated with the services to be provided by Circuit.
2. Funds will only be paid if matching funds of no less than \$150,000 are approved by City Council on December 3, 2025.
3. Funds will be paid in the full amount, \$50,000, in January 2026, for one year of service provided by Circuit.
4. Unless the PSA with Circuit is terminated prior to the end of the term, no credit or refund shall be provided to MSO . Should the PSA with Circuit be terminated prior

to the end of the contract, the city will prorate and return the remaining balance of funds to MSO

5. Nothing herein shall constitute, represent, or imply any commitment to budget or appropriate funds for the Project in the future; and nothing herein shall represent, or give rise to, obligations of the City.
6. In the exercise of their respective rights and obligations under this MOA, the City and MSO each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.
7. Notices.

a. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and either delivered personally or mailed by first-class, registered, or certified mail, as follows:

If to the City:

City Manager
City of Oceanside
300 North Coast Highway
Oceanside, California 92054

If to MSO:

Angie Leonard, CEO
MainStreet Oceanside
701 Mission Avenue
Oceanside, California 92054

b. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph. Any notice, request, demand, or other communication made pursuant to this paragraph shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven (7) calendar days after it is mailed.

8. This MOA may be modified or amended only by written, mutual agreement of the parties.
9. This Agreement comprises the entire integrated understanding between the Parties concerning the subject matter of the MOA and Project to be performed and supersedes all prior negotiations, representations, or agreements.

10. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California.
11. 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 MSO and the CITY

IN WITNESS WHEREOF, the parties have executed this MOA as of the day, month, and year first above written.

THE CITY OF OCEANSIDE

MAIN STREET OCEANISDE, INC.

BY: _____
City Manager

BY: _____
(Name/title)

DATE: _____

DATE: _____

APPROVED AS TO FORM:

CITY ATTORNEY