

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND
CITY OF OCEANSIDE**

SANDAG CONTRACT NO. S1206617 (AMENDMENT NO. 2)

This Amendment No. 2 to SANDAG Contract No. S1206617 concerns a Memorandum of Understanding (MOU) by and between the San Diego Association of Governments (hereinafter referred to as "SANDAG"), and City of Oceanside (hereinafter referred to as "City").

- A. Under the original MOU dated 08/29/2023, SANDAG will implement an on-demand neighborhood electric vehicle (NEV) microtransit program to operate in Downtown Oceanside.
- B. This Amendment is to modify termination date and terms and conditions. Nothing in this Amendment is intended to relieve the parties of their obligations to perform as required by the MOU unless expressly stated herein.

NOW, THEREFORE, it is agreed as follows:

1. The following paragraph under the heading "RECITALS" shall be amended to instead read as follows:

"WHEREAS, the purpose of this MOU is to establish a formal working relationship between the Parties based on the desire to cooperatively deploy a NEV microtransit service in Downtown Oceanside (Pilot Program); and"

2. Paragraph 2 of the MOU under the heading "THE CITY AGREES" shall be amended to instead read as follows:

To develop project materials such as scope of work, budget, project timelines, and an operational plan (including, but not limited to service routes, hours, etc.), as well as the shuttle operations that will be provided by the Operator ("Pilot Operations") for the Pilot Program with a budget not to exceed \$573,000 per year for services from June 1, 2023 to December 31, 2025 (Pilot Period).

3. Paragraph 15 of the MOU under the heading "SANDAG AGREES" shall be amended to instead read as follows:

Advertisement and fare revenue credited to the City from the operator will also be proportionally credited to SANDAG at SANDAG's actual match percentage, and documented in invoices from the City of Oceanside with supporting documentation from the Vendor. City shall provide a copy of all advertising agreements to SANDAG.

4. Paragraph 32 of the MOU under the heading "THE PARTIES MUTUALLY AGREE" shall be amended to instead read as follows:

Any notice required or permitted under this MOU may be personally served on the other party, by the party giving notice, or may be served by certified mail, return receipt requested, to the following addresses:

For SANDAG

For City of Oceanside

1011 Union Street, Suite 400
San Diego, CA 92101
Attn: Jennifer Williamson

300 N Coast Hwy
Oceanside, CA 92054
Attn: Michelle Geller

5. Paragraph 33 of the MOU under the heading "THE PARTIES MUTUALLY AGREE" shall be amended to instead read as follows:

That unless it is amended by the parties in writing, this MOU shall terminate on December 31, 2025, or on such earlier or later date as the parties may agree to in writing.

2. All other provisions of said MOU not amended herein, shall remain in full force and effect.
3. This Amendment may be executed and delivered by electronic signature. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, these parties have executed this Amendment effective as of the last date a party provides an electronic signature below.

SAN DIEGO ASSOCIATION
OF GOVERNMENTS

CITY OF OCEANSIDE

JENNIFER WILLIAMSON **DATE**
Deputy Director of Regional Planning

APPROVED AS TO FORM:

JONATHAN BORREGO **DATE**
City Manager

APPROVED AS TO FORM:

Office of General Counsel **DATE**

Legal Counsel **DATE**