

**AMENDMENT 3 TO SANDAG CONTRACT NUMBER 5004169
MEMORANDUM OF UNDERSTANDING BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND
THE CITY OF CHULA VISTA**

This Amendment No. 3 to SANDAG Contract No. 5004169 concerns a memorandum of understanding (MOU) by and between the San Diego Association of Governments (hereinafter referred to as "SANDAG"), 401 B Street, Suite 800, San Diego, California, and the City of Chula Vista ("Chula Vista"):

- A. Under the original MOU dated JUNE 20, 2013, SANDAG and Chula Vista worked cooperatively on a project report and environmental document (PR/ED) for a rail/highway grade separation project at Palomar Street in Chula Vista (Project) and were the co-lead agencies in administrating the project in cooperation with input from and in cooperation with MTS and Caltrans.
- B. This Amendment No. 3 is to amend the SANDAG budget for its efforts related to the project report and environmental document (PR/ED).

NOW, THEREFORE, it is agreed as follows:

1. Section 2 of the MOU under the heading "AGREEMENT" shall be amended to instead read as follows:

The SANDAG budget for its efforts related to the PR/ED shall not exceed \$1,034,000 (\$750,000+\$232,000+\$52,000). However, in the event that SANDAG needs to exceed this amount, Chula Vista will meet with Caltrans and SANDAG to discuss whether an amendment to this MOU is appropriate. In no event shall SANDAG move forward with the PR/ED until the parties are able to identify sufficient funds to complete the projected PR/ED scope of work, nor shall SANDAG be liable for any level of effort in excess of \$1,034,000 unless an amendment is agreed to by the parties.

2. Section 3 of the MOU under the heading "AGREEMENT" shall be amended to read as follows:

SANDAG shall receive an amount not to exceed \$1,034,000 for PR/ED costs. All expenses incurred by SANDAG for the ED, including consultant costs, claims, litigation, administrative costs, or other liability, shall be reimbursed by Chula Vista.

3. Section 4 of the MOU under the heading "AGREEMENT" shall be amended to instead read as follows:

The funds for the ED shall be expended as follows:

- a. An amount not to exceed \$904,000 for consultant services, including SANDAG administrative costs.
 - b. An amount not to exceed \$130,000 as consultant contract contingency.
4. Section 12 of the MOU under the heading "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 June 30, 2020, or on such earlier date as the Parties agree to in writing.

5. All other provisions of said MOU not amended herein, shall remain in full force and effect.
6. This Amendment 3 may be executed and delivered by facsimile signature and a facsimile signature shall be treated as an original. This Amendment No. 3 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 2 effective this ____ day of _____ 2017.

SAN DIEGO ASSOCIATION
OF GOVERNMENTS

CITY OF CHULA VISTA

GARY L. GALLEGOS
Executive Director or Delegated Designee

MARY CASILLAS-SALAS
Mayor

APPROVED AS TO SUFFICIENCY
OF FORM AND LEGALITY:

APPROVED AS TO SUFFICIENCY
OF FORM AND LEGALITY:

Office of the General Counsel

Glen R. Googins, City Attorney