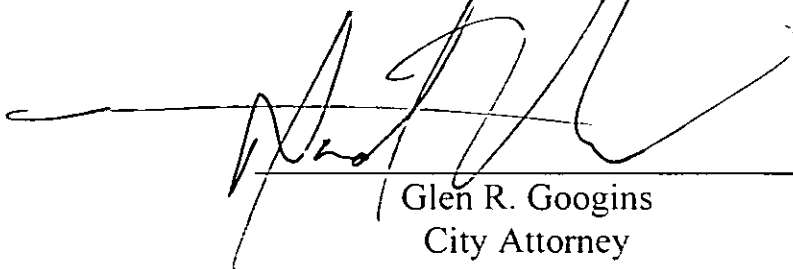


THE ATTACHED AGREEMENT HAS BEEN REVIEWED  
AND APPROVED AS TO FORM BY THE CITY  
ATTORNEY'S OFFICE AND WILL BE  
FORMALLY SIGNED UPON APPROVAL BY  
THE CITY COUNCIL



Glen R. Googins  
City Attorney

Dated: 10/27/15

AMENDMENT 2 TO SANDAG CONTRACT NUMBER 5004169  
BETWEEN  
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS AND  
THE CITY OF CHULA VISTA

**AMENDMENT 2 TO SANDAG CONTRACT NUMBER 5004169**  
**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE SAN DIEGO ASSOCIATION OF GOVERNMENTS**  
**AND**  
**THE CITY OF CHULA VISTA**

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This Amendment No. 2 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. 2 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 \$982,000 (\$750,000+\$232,000). ; 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 \$982,000 unless an amendment is agreed to by the parties.

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

SANDAG shall receive an amount not to exceed \$982,000 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 \$852,000 for consultant services, including SANDAG administrative costs.
- b. An amount not to exceed \$130,000 as consultant contract contingency.

4. All other provisions of said MOU not amended herein, shall remain in full force and effect.

5. This Amendment 2 may be executed and delivered by facsimile signature and a facsimile signature shall be treated as an original. This Amendment No. 2 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 \_\_\_\_\_ 2015..

SAN DIEGO ASSOCIATION  
OF GOVERNMENTS

CITY OF CHULA VISTA

\_\_\_\_\_  
GARY L. GALLEGOS  
Executive Director or Delegated Designee

\_\_\_\_\_  
MARY 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