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SANDAG BOARD OF DIRECTORS
POLICY AGENDA

Friday, October 8, 2010
10 a.m. to 12 noon
SANDAG Board Room
401 B Street, 7th Floor
San Diego

AGENDA HIGHLIGHTS

- 2050 REGIONAL TRANSPORTATION PLAN:
  SUSTAINABLE COMMUNITIES STRATEGY

- MEMORANDUM OF AGREEMENT WITH THE
  SAN DIEGO GEOGRAPHIC INFORMATION SOURCE

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The 18 cities and county government are SANDAG serving as the forum for regional decision-making.
SANDAG builds consensus, makes strategic plans, obtains and allocates resources, plans, engineers,
and builds public transit, and provides information on a broad range of topics pertinent to the
region’s quality of life.

San Diego Association of Governments  ·  401 B Street, Suite 800, San Diego, CA 92101-4231
(619) 699-1900  ·  Fax (619) 699-1905  ·  www.sandag.org
Welcome to SANDAG. Members of the public may speak to the Board of Directors on any item at the time the Board is considering the item. Please complete a Speaker's Slip, which is located in the rear of the room, and then present the slip to the Clerk of the Board seated at the front table. Also, members of the public are invited to address the Board on any issue under the agenda item entitled Public Comments/Communications/Member Comments. Speakers are limited to three minutes. The Board of Directors may take action on any item appearing on the agenda.

This agenda and related staff reports can be accessed at www.sandag.org under Meetings on the SANDAG Web site. Public comments regarding the agenda can be forwarded to SANDAG via the e-mail comment form also available on the Web site. E-mail comments should be received no later than 12 noon, two working days prior to the Board of Directors meeting. Any handouts, presentations, or other materials from the public intended for distribution at the Board of Directors meeting should be received by the Clerk of the Board no later than 12 noon, two working days prior to the meeting.

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BOARD OF DIRECTORS POLICY AGENDA  
Friday, October 8, 2010

ITEM #  RECOMMENDATION

1. PUBLIC COMMENTS/COMMUNICATIONS/MEMBER COMMENTS

Members of the public shall have the opportunity to address the Board on any issue within the jurisdiction of SANDAG that is not on this agenda. Anyone desiring to speak shall reserve time by completing a “Request to Speak” form and giving it to the Clerk of the Board prior to speaking. Public speakers should notify the Clerk of the Board if they have a handout for distribution to Board members. Speakers are limited to three minutes. Board members also may provide information and announcements under this agenda item.

REPORTS (2 through 4)

+2. 2050 REGIONAL TRANSPORTATION PLAN: SUSTAINABLE COMMUNITIES STRATEGY (Coleen Clementson)

The Sustainable Communities Strategy (SCS) will be an integral part of the 2050 Regional Transportation Plan, demonstrating how the regional development pattern, transportation network, policies, and programs can work together to achieve greenhouse gas emission targets for cars and light trucks. The SCS will be based upon four building blocks that have underpinned transportation planning in the San Diego region for many years: (1) a land use pattern that accommodates the region’s future employment and housing needs, and protects sensitive habitat and other resources; (2) a transportation network of public transit, highways, local streets, bikeways, and walkways; (3) transportation demand management strategies; and (4) transportation system management programs. The Board of Directors is asked to discuss the components for the key elements of the SCS.

+3. MEMORANDUM OF AGREEMENT WITH THE SAN DIEGO GEOGRAPHIC INFORMATION SOURCE (First Vice Chair Jerome Stocks; Tim Sutherland)

At its September 10, 2010, meeting, the Executive Committee received a briefing on efforts to develop a regional geographic information system (GIS). After discussion, the Executive Committee directed staff to move forward with transferring certain responsibilities for the San Diego Geographic Information Source Public GIS Data Clearinghouse to SANDAG. The Board of Directors is asked to authorize the Executive Director to enter into a Memorandum of Agreement with San Diego Geographic Information Source in substantially the same form as attached to the report.
4. **CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8**

Property: Lease for State Route 125 Toll Road  
SANDAG Negotiators: Gary L. Gallegos, Julie Wiley, Marney Cox  
Property Owner Negotiators: South Bay Expressway, LP  
Under Negotiation: Price and terms of payment for lease of subject property

5. **UPCOMING MEETINGS**

The next Board Business meeting is scheduled for Friday, October 22, 2010, at 9 a.m.

6. **ADJOURNMENT**

+ next to an agenda item indicates an attachment
2050 REGIONAL TRANSPORTATION PLAN: SUSTAINABLE COMMUNITIES STRATEGY

Introduction

What is the Sustainable Communities Strategy? What will it look like? These are familiar questions to those involved in 2050 Regional Transportation Plan (RTP) planning process.

This report describes the components of the Sustainable Communities Strategy (SCS), which will be included in the 2050 Regional Transportation Plan.

In accordance with Senate Bill 375 (SB 375), the SCS will guide the San Diego region toward meeting greenhouse gas (GHG) emission targets related to cars and light trucks (passenger vehicles) by integrating land use, housing, and transportation planning to create more sustainable, walkable, transit-oriented compact development patterns and communities that reduce the need to drive. These targets – a 7 percent per-capita reduction in passenger vehicle GHG emissions by 2020 from a 2005 baseline, and 13 percent reduction by 2035 – were set by the California Air Resources Board (CARB) on September 23, 2010, and are consistent with the recommendation made by the SANDAG Board of Directors at the July 23, 2010, meeting.

The SCS for the 2050 RTP will be composed of four building blocks that have served as the underpinning for transportation planning in the San Diego region for many years. The key difference between past and current regional planning efforts is the new focus on GHG emissions.

- **A land use** pattern that accommodates the region’s future employment and housing needs and protects sensitive habitat and resource areas. The 2050 Regional Growth Forecast provides the foundation for the 2050 RTP/SCS land use pattern.

- **A transportation network** of public transit, highways, local streets, bikeways, and walkways. Four initial revenue constrained transportation network scenarios have been developed. Once accepted by the SANDAG Board of Directors, one of these four scenarios or some combination of them will serve as the 2050 RTP/SCS transportation network.

- **Transportation Demand Management (TDM)** measures that reduce or eliminate peak-period demand on the transportation network, such as carpooling, vanpooling, telecommuting, and innovative programs such as buspools for military base commuters. TDM alternatives have been developed in conjunction with the four initial Revenue Constrained Transportation Network Scenarios.

- **Transportation System Management (TSM)** measures that maximize the efficiency of the transportation network, such as signal timing, freeway ramp metering, and bottleneck relief/auxiliary lane projects. TSM alternatives also have been developed in conjunction with the four initial Revenue Constrained Transportation Network Scenarios.
In addition to the building blocks mentioned above, through the GHG target-setting process conducted over the last several months, the Board of Directors has been discussing pricing strategies that also could be considered to help meet the region’s GHG targets. Although the variable pricing strategy included in the regional Managed Lanes system has been a part of the RTP for many years, it was included with other pricing strategies for the GHG target-setting process leading up to the action by CARB on September 23, 2010.

Attachment 1 of this report lists the specific requirements for the SCS from the SB 375 legislation and identifies which of these building blocks would address each requirement.

Discussion

Although the SCS is a new requirement of state law, its origin lies in the regional planning processes SANDAG has undertaken for many years that integrate the transportation, land use, housing, environmental, economic, and social equity needs of the region. The SANDAG Regional Comprehensive Plan (RCP) adopted by the Board of Directors in 2004, and the Smart Growth Concept Map (adopted in 2006 and updated in 2008) are two examples of integrated regional planning processes. A description of the building blocks of the SCS follows. The goals of the RTP and its SCS component are the same as those adopted by the Board of Directors as illustrated in the graphic below:

![Diagram]

Land Use

SB 375 calls for a land use pattern that will help meet regional GHG targets by improving transportation and land use coordination and jobs housing balance, creating more transit-oriented, compact and walkable communities, providing more housing capacity for all income levels, and protecting resource areas (such as sensitive habitat areas and mineral resources) and farmland.

SB 375 also calls for the coordination and integration of housing planning with the regional transportation plan. The law states, “To achieve this goal, the allocation plan [for the Regional Housing Needs Assessment (RHNA)] shall allocate housing units within the region consistent with the development pattern included in the sustainable communities strategy.”

The 2050 Regional Growth Forecast (Forecast) (approved for planning purposes by the SANDAG Board in February 2010) provides the foundation for the 2050 RTP/SCS land use pattern and the RHNA for the next housing element cycle (2013 - 2020). The Forecast identifies existing land uses, planned land uses (on vacant land and in redevelopment and infill areas), habitat conservation areas, agricultural lands, and development constraints, such as steep slopes, floodplains, and wetlands on a parcel level basis, which also are factors that housing element law requires to be considered in the development of the RHNA methodology.
Home to 3.1 million people, there are an estimated 1.1 million homes and 1.5 million jobs in the San Diego region. Most of the homes and jobs are located within the western third of the region today and in areas served by transit. The 2050 Regional Growth Forecast projects another 1.3 million people will live in the region by 2050, and that there will be an additional 388,000 new homes and 500,000 new jobs. Most of the new homes and jobs are projected within the urbanized areas of the region, and most of the new homes projected to be built will be multifamily housing.

During the past ten years there has been a shift both in development patterns and in local plans to align more closely with the goals and objectives of the RCP, with more focus on urban infill and redevelopment and accessibility to jobs, housing, education, and recreation opportunities. This shift will help the region meet both the GHG targets set by CARB, and the lower and moderate income housing needs for the next RHNA and housing element cycle.

Meeting Projected Housing Needs

SB 375 requires that the SCS identify areas sufficient to house projected population growth (1.3 million more people) within the region, and sufficient to house an eight-year projection of the regional housing need for the region as determined through the RHNA process for the 2013 – 2020 housing element cycle. The 2050 Forecast accomplishes this goal. The region has demonstrated a significant increase in residential capacity since the preparation of the 2030 Forecast used in the 2030 RTP. While the 2030 Forecast had an unmet need of nearly 100,000 homes to 2030 (which was addressed by assuming significant interregional commuting into the region from Riverside and Imperial Counties and Baja California, Mexico), the 2050 Forecast provides sufficient capacity to accommodate more than the estimated 388,000 housing units needed to house projected population growth, and results in only minimal interregional commuting. The 2050 Forecast also included much more complete planning information for the region’s military bases, which has contributed to a better understanding of housing needs for the future of the region.

SB 375 also requires that new housing accommodate all economic segments of the population over the course of the planning period of the 2050 RTP (2008 to 2050) and that areas be identified within the region sufficient to house an eight-year projection of the regional housing need for the region (the RHNA numbers for the next housing element cycle). The 2050 Forecast shows that 80 percent of the 388,000 new homes projected to be built will be attached housing (Attachment 2) – with a planned capacity of about 213,000 units at 30 dwelling units per acre (du/ac) and about 70,000 units at 20 – 29 du/ac. This planned housing development capacity will assist the region and local jurisdictions in meeting the housing requirements of SB 375 and the RHNA goals of housing element law.

SANDAG is working with the other Metropolitan Planning Organizations (MPOs) and staff from the California Department of Housing and Community Development (HCD) toward developing a common understanding of how to achieve the consistency between the RHNA and SCS required by SB 375. An issue paper is being developed that describes how these two key requirements of state law are supportive of and consistent with one another.

SANDAG will be adopting the next RHNA on or before the summer 2011 adoption date for the 2050 RTP/SCS, and local housing elements will be due by January 21, 2013. The fifth housing element cycle will cover the time period from January 1, 2013 - December 31, 2020. SANDAG staff has been consulting with HCD staff on our Regional Housing Need Determination for the RHNA (overall housing need number), and the Regional Planning Technical Working Group (TWG) and Regional Housing Working Group (RHWG) have been meeting to develop the RHNA methodology (allocation by jurisdiction and income categories).
Considering Resource Areas and Farmland

In addition to identifying areas where development will occur, SB 375 requires that the SCS include “gathering and considering the best practically available scientific information regarding resource areas and farmland in the region.” This requirement also is accomplished in the 2050 Regional Growth Forecast. Information gathered from local jurisdiction planning staff included identification of adopted habitat conservation plans as part of the Multiple Species/Habitat Conservation Program, other habitat conservation areas, agricultural uses, designated open space and other areas constrained from development. SB 375 also requires that mineral resources of statewide or regional significance must be considered. SANDAG is currently in the process of mapping these areas through a study of aggregate resources that will be considered in the preparation of the SCS.

2050 RTP Transportation Network

The SCS will contain a fiscally constrained (revenue constrained) transportation network to serve the transportation needs of the region and other TDM and TSM measures and policies (see description below) that will help achieve our GHG targets.

During the past few months, staff has presented the draft 2050 RTP Unconstrained Transportation Network to the Board of Directors, Policy Advisory Committees (PACs), various SANDAG working groups, and at other public meetings. On May 28, 2010, the Board accepted an Unconstrained Regional Bicycle Network as part of the Regional Bike Plan. At its July 23, 2010, meeting the Board accepted the draft Unconstrained Transportation Network for use in the development of the draft 2050 RTP.

Based on revenue projections through 2050, four initial Revenue Constrained Transportation Network Scenarios have been developed using the results of the Urban Area Transit Strategy, prioritized project lists, and other factors. The Revenue Constrained Transportation Network Scenarios would attempt to build and operate as much of the Unconstrained Transportation Network as possible, given revenue availability and flexibility, and project priorities. SANDAG is evaluating the Revenue Constrained Transportation Network Scenarios based upon Board-approved plan performance measures, including GHG emissions. One of these four scenarios or some combination of them will serve as the 2050 RTP/SCS transportation network.

Transportation Demand Management (TDM) Measures

TDM measures improve the efficiency of the transportation system by helping to reduce or eliminate peak-period trips when the highest travel demand occurs. TDM measures typically offer programs and incentives to encourage modes other than driving a single occupant vehicle or shift demand to non rush hour periods. Employer-sponsored transportation benefits, regional transit and vanpool subsidies, and carpool and biking incentives are examples of current TDM measures.

TDM measures currently proposed to complement the 2050 RTP transportation network include:

- Expanded marketing of the SANDAG iCommute program
- Expanded vanpool and carpool programs
- New financial incentives for telecommuting
- Expanded bike locker program
- New bike stations
- New bike share program
- New carsharing program
- New buspool program in coordination with regional military bases
The proposed measures represent an estimated investment level of up to $703 million of the estimated $100 to $110 billion Revenue Constrained budget through 2050.

**Transportation System Management (TSM) Measures**

TSM measures are intended to maximize the efficiency of transportation facilities already in place. A combination of programs such as signal- and ramp-metering coordination and optimization, improved performance monitoring, and advanced vehicle/roadside communication platforms will increase monitoring capabilities, enhance management, and improve system efficiency.

TSM measures currently proposed to complement the 2050 RTP transportation network include expanded:

- Traveler information services
- Signal timing improvements
- Ramp metering
- Corridor management
- Bottleneck/auxiliary lane projects
- Incident management (e.g., Freeway Service Patrol)

The proposed measures represent an estimated investment level of up to $829 million of the estimated $100 billion to $110 billion Revenue Constrained budget through 2050.

**Pricing Measures**

Pricing strategies also are used to reduce the demand on the transportation system. The long-established strategy of variable pricing within the Managed Lanes corridors included in the RTP whereby high occupancy toll lanes (HOT lanes) are operated in a manner that optimize demand for transit and ridesharing makes an important contribution to GHG emissions reduction. Another measure that could be considered is parking pricing that would expand the requirement for vehicles to pay for parking in certain locations. At this point in time, specific pricing measures beyond the High Occupancy Toll lanes that have been assumed in previous RTPs have not been assumed in the 2050 RTP transportation networks under consideration. The Board of Directors indicated, however, through the recent GHG target-setting process a willingness to consider investigating pricing strategies and these will likely be assessed as part of the development of the 2050 RTP/SCS.

**Other Supporting Policies and Programs**

There are a number of supporting policies and programs that SANDAG has adopted over the last few years that support reducing vehicle miles traveled and GHG emissions from passenger vehicles including:

- TransNet Smart Growth Incentive Program
- TransNet Environmental Mitigation Program
- TransNet/Transportation Development Act Active Transportation Program
- Designing for Smart Growth in the San Diego Region
- Smart Growth Trip Generation Tool
- Parking Strategies for Smart Growth Report
- Regional Bike Plan
- Planning and Designing for Pedestrians in the San Diego Region
- Regional Energy Strategy
- Regional Economic Prosperity Strategy
- Climate Action Strategy
Also under way:

- Public health policy development through the Center for Disease Control grant program
- Social equity and environmental justice analysis
- Economic impact analysis of alternative transportation strategies

**SCS and SB 375 CEQA Provisions**

Provisions in SB 375 include opportunities for streamlining the California Environmental Quality Act (CEQA) process when certain conditions are met as an incentive for implementing projects that are consistent with smart growth principles. The SCS will include a discussion and guidance on how to apply these streamlining provisions. Generally, there are two types of CEQA streamlining that are available after the MPO adopts an RTP, including an SCS that meets the GHG targets established by CARB:

- Residential/mixed use projects streamlining
- Transit priority projects streamlining

**Residential/Mixed Use Projects Consistent with the SCS**

If a residential or mixed use project is consistent with the land use designation, density, building intensity, and other applicable land use policies assumed for the SCS, **the lead agency for the project would still be required to conduct environmental review pursuant to CEQA**. Those projects would not have to repeat the discussion of growth inducing and GHG effects from cars and light trucks, however, that was included in the environmental impact report (EIR) for the RTP/SCS. Similarly, if an EIR is being prepared for any such a residential/mixed use project, the alternatives section of that EIR would not need to include a reduced density alternative to reduce GHG emissions. For purposes of this provision, a residential/mixed use project is defined as a project where at least 75 percent of the square footage is devoted to residential uses.

**Transit Priority Project - Sustainable Communities Environmental Assessment and CEQA Exemption**

The second type of CEQA streamlining is for Transit Priority Projects. A Transit Priority Project (TPP) is eligible for CEQA streamlining provisions provided it meets certain criteria. **It would be up to the local agency to determine if a project qualifies as a TPP.** For a local jurisdiction to determine if a project is a TPP, the project must be consistent with the general use designation, density, building intensity, and applicable policies identified in an approved SCS. In addition, a TPP that is eligible for CEQA streamlining also must be 50 percent residential, minimum 20 dwelling units per acre, and be within a half-mile of a major transit stop or high-quality transit corridor (15-minute frequencies during peak periods) that is included in the RTP.

If a project meets these criteria, the project may be analyzed under a new environmental document created by SB 375, called the Sustainable Communities Environmental Assessment (SCEA), or an EIR. Similar to a Mitigated Negative Declaration (MND), the SCEA would need to include analysis of all significant environmental effects and mitigation measures to reduce those impacts to a level below significant. Among other differences, a major distinction between a SCEA and an MND is the legal standard of review. The SCEA would be reviewed under the more deferential “substantial evidence” standard (as opposed to the “fair argument” standard). Using the substantial evidence standard, a court would uphold an agency’s decision if there was substantial evidence in the record to support the agency’s action. This should make a lead agency’s decision to use this type of document less vulnerable to successful legal challenge. If an EIR is prepared for a TPP, the document...
would not need to include an analysis of cumulative impacts or GHG emissions from cars and light duty trucks. In addition, project alternatives – as required in EIRs – need not address reduced density or off-site location alternatives.

If additional criteria can be met, a TPP may be eligible for a new CEQA exemption that was created with the adoption of SB 375. Projects that meet all the required criteria are known as sustainable communities projects. This new exemption is intended to provide CEQA relief for TPP projects that are consistent with the SCS. A sustainable communities project (as defined in SB 375), must meet the criteria outlined above for TPP projects and also must generally comply with an extensive list of conditions in the law (Attachment 3).

It is not known how many projects in the San Diego region would be able to meet the criteria to qualify for the CEQA exemption. **It would be up to the local agency to determine if a project qualifies for the exemption at the time a project is proposed.** Project proponents of these types of projects are still required to pay development fees or in-lieu fees (as specified in SB 375).

SANDAG is in the process of preparing the EIR for the RTP/SCS. The RTP/SCS EIR is the document that must be certified before projects in the region can qualify for any of the CEQA streamlining provisions of SB 375. It is anticipated that the draft EIR will be circulated for public review in March 2011 and certified by the Board of Directors at the time the RTP/SCS is adopted in summer 2011.

GARY L. GALLEGOS
Executive Director

Attachments: 1. Sustainable Community Strategy Content Requirements per SB 375
2. 2050 Regional Growth Forecast Projected Residential Capacity
3. Transit Priority Project Exemption Criteria

Key Staff Contact: Coleen Clementson, (619) 699-1944, ccl@sandag.org
| Sustainable Communities Strategy Content Requirements per SB 375  
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<th>(California Government Code Section 65080 (b)(2)(B))</th>
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<td><strong>Regional Growth Forecast / Land Use Measures and Policies</strong></td>
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<td>Each metropolitan planning organization shall prepare a sustainable communities strategy, subject to the requirements of Part 450 of Title 23 of, and Part 93 of Title 40 of, the Code of Federal Regulations, including the requirement to utilize the most recent planning assumptions considering local general plans and other factors. The sustainable communities strategy shall:</td>
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<tr>
<td>i. identify the general location of uses, residential densities, and building intensities within the region;</td>
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<td>ii. identify areas within the region sufficient to house all the population of the region, including all economic segments of the population, over the course of the planning period of the regional transportation plan taking into account net migration into the region, population growth, household formation and employment growth;</td>
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<td>iii. identify areas within the region sufficient to house an eight-year projection of the regional housing need for the region pursuant to Section 65584;</td>
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<td>iv. identify a transportation network to service the transportation needs of the region;</td>
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| Sustainable Communities Strategy Content Requirements per SB 375  
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<td><strong>Pricing Measures and Policies</strong></td>
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<td>v. gather and consider the best practically available scientific information regarding resource areas and farmland in the region as defined in subdivisions (a) and (b) of Section 65080.01;</td>
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<td>vi. consider the state housing goals specified in Sections 65580 and 65581;</td>
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<td>vii. set forth a forecasted development pattern for the region, which, when integrated with the transportation network, and other transportation measures and policies, will reduce the greenhouse gas emissions from automobiles and light trucks to achieve, if there is a feasible way to do so, the greenhouse gas emission reduction targets approved by the state board;</td>
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<tr>
<td>viii. allow the regional transportation plan to comply with Section 176 of the federal Clean Air Act (42 U.S.C. Sec. 7506).</td>
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The SANDAG Board of Directors accepted the 2050 Regional Growth Forecast for planning purposes in February 2010. Chart 1 below shows the number of houses planned by density category from the 2050 Growth Forecast (Series 12) in comparison to prior growth forecasts (Series 9, 10, and 11) that were prepared in 1998, 2002, and 2006, respectively.

In forecasts prior to Series 12, the number of units planned for low-density residential was similar to or higher than that in the Series 12 forecast. However, as a result of rezoning programs, specific plan amendments, and draft plan updates, the region has greatly increased its potential for more compact residential development. For example, the number of housing units planned for 40 dwelling units per acre (du/ac) and higher has more than doubled since the late 1990s/early 2000s, when the Series 9 and 10 forecasts were developed.

**Chart 1: Projected Regional Residential Capacity by Density - Current and Prior Regional Growth Forecast Projections**

The current Series 12 forecast incorporates plan updates that accommodate more multifamily and mixed use lands, and additional housing planned for the region’s military personnel (shown in Chart 2 on the following page). For the year 2030, the average residential density in the Series 10 forecast was projected to be 1.76 du/acre, while the average residential density in the Series 12 forecast is projected to be 2.78 du/acre.
Chart 2: Projected Housing Units by Structure Type - Current and Prior Regional Growth Forecast Projections
Transit Priority Project Exemption Criteria

- The Transit Priority Project (TPP) must be served by existing utilities and must pay all applicable in-lieu or development impact fees
- Site cannot contain riparian or wetland habitat or significant wildlife value
- Site cannot be listed on the “Cortese List” which includes hazardous waste facilities subject to corrective action
- Site must not expose future residents to significant hazards
- TPP must not have significant impact on historical resources
- TPP site is not subject to wildland fire hazard
- TPP site is not subject to unusually high risk of fire or explosion from materials stored or used nearby
- TPP site is not subject to risk of public health exposure at a level that would exceed the standards established by any state or federal agency
- TPP site is not subject to seismic risk as a result of being within a delineated earthquake fault zone, a seismic hazard zone, unless the general plan or zoning ordinance contains provisions to mitigate the risk of an earthquake fault or seismic hazard zone
- TPP site is not subject to landslide hazard, flood plain, flood way, or restriction zone, unless applicable general plan or zoning ordinance contains provisions to mitigate the risk of a landslide or flood
- TPP is not located on developed open space
- TPP buildings must be 15 percent more energy efficient than Title 24 requirements
- TPP landscape must be designed to use 25 percent less water than average household in region
- Site of the TPP is not more than 8 acres in total area
- TPP does not contain more than 200 residential units
- TPP does not result in net loss of affordable housing units within the project area
- TPP does not include any single level building that exceeds 75,000 square feet
- Applicable mitigation measure or performance standards or criteria set forth in prior EIR have been or will be incorporated into project
- TPP does not conflict with nearby operating industrial uses
- TPP is located within one-half mile of a rail transit station or ferry terminal included in an RTP or within one-quarter mile of a high-quality transit corridor included in an RTP
- At least 20 percent of housing will be sold to families of moderate income, or not less than 10 percent of housing will be rented to families of low income or not less than 5 percent of the housing will be rented to families of very low income – also, legal commitments have to be in place to ensure the continued availability of these units for these income levels; or in-lieu fees will be paid to ensure the same number of similar units (outlined above) are built; or TPP provides public open space equal to 5 acres per 1,000 residents of the project
- The finding that a project is exempt must be made after conducting a public hearing
**MEMORANDUM OF AGREEMENT WITH THE SAN DIEGO GEOGRAPHIC INFORMATION SOURCE**

**Introduction**

Geographic Information Systems (GIS) are evolving technologies with great potential to aid the decision-making process. SANDAG and its member agencies utilize these technologies on a daily basis for infrastructure/facilities management, capital planning/construction design, emergency management, computer-aided dispatch, property records management, crime tracking, long-range planning, and many other vital applications. The breadth and depth of available GIS data creates a unique opportunity for cooperation and collaboration across jurisdictions. Current and proposed collaboration projects will be presented, including the proposed transfer of certain responsibilities for the San Diego Geographic Information Source (SanGIS)\(^1\) Public GIS Data Clearinghouse to SANDAG. Staff presented a similar report to the Executive Committee on September 10, 2010. The Executive Committee directed staff to pursue the transfer of the SanGIS Clearinghouse to SANDAG, and the proposed MOA (Attachment 1) would implement that transfer.

**Recommendation**

The Board of Directors is asked to authorize the Executive Director to enter into a Memorandum of Agreement with the San Diego Geographic Information Source in substantially the same form as Attachment 1.

**Discussion**

**GIS at SANDAG**

SANDAG has a well-recognized and award winning GIS program. Since the early 1970s, SANDAG has pioneered innovative approaches to GIS database development, maintenance, analysis, and display. Our GIS is used to support a wide variety of planning applications, including demography, transportation, land use, environment, public safety, and public facility siting and management.

Recent SANDAG contributions to the regional GIS effort have focused on providing Web-based tools to enable member jurisdictions to provide feedback on the accuracy of various elements of the SANDAG GIS, greatly improving efficiency over the former paper map exchange method. Examples include the Regional Parks Database and Regional Schools Database to improve accuracy of location and footprint information (essential for implementation of Jessica’s Law, etc.), Travel Model Network Review to improve accuracy of local road and intersection information (used to prepare the networks for the 2050 Regional Transportation Plan), and the Regional Metadata Tool to improve accuracy and consistency of the information that describes our geographic data.

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1 SanGIS is a Joint Powers Agreement between the City of San Diego and County of San Diego whose stated mission is to maintain and promote the use of a regional geographic data warehouse for the San Diego area and to assist in the development of shared geographic data and automated systems that use that data.
SanGIS/SANDAG Collaboration

In 2006 the San Diego Regional GIS Council (SDRGC)² conducted a GIS survey of local agencies and jurisdictions. The findings revealed that 30 of the 34 respondents used at least one of the Environmental Systems Research Institute, Inc. (ESRI) ArcGIS products. The remaining four did not maintain a GIS. The study also revealed 80 percent of the respondents utilized SanGIS data to meet their business needs and shared the common practice of maintaining data themes outside of the SanGIS dataset. More than 90 different externally maintained data themes were identified. By leveraging this vast array of data, the region could benefit the most through standardized and centralized data stores.

The SanGIS Board of Directors (one staff member each from the City of San Diego and County of San Diego), has asked SanGIS and SANDAG staffs to determine the technical feasibility and business requirements of transferring certain responsibilities for the SanGIS Public GIS Data Clearinghouse to SANDAG. The concept is a centralized publicly available SANDAG GIS Data Clearinghouse with SanGIS and SANDAG each retaining ownership and responsibility for their respective datasets. The benefits of housing the SanGIS Clearinghouse at SANDAG include combining the existing SANDAG GIS with the Clearinghouse to provide a “one-stop shop” for regional geographic information; consistency of all regional geographic information to high quality standards; and improved efficiency of SANDAG GIS operations through the ability to access SanGIS data locally. No additional hardware or software would need to be procured to implement the transfer, and SANDAG GIS staff efforts could be appropriately absorbed in the existing Regional GIS work element in the FY 2011 Budget (OWP 2300800).

SanGIS/SANDAG Memorandum of Agreement (MOA) Highlights

The proposed MOA is based on a five-year term and defines a data-only exchange between SanGIS and SANDAG. It includes language permitting SANDAG voting rights on the SanGIS Board of Directors, which would be contingent on SANDAG paying a pro-rata share of the annual SanGIS operating budget³. If SANDAG does not elect to pay the pro-rata share of the SanGIS annual operating budget, then, during the term of the MOA, SANDAG would not receive voting rights on the SanGIS Board of Directors, and would instead receive a nonvoting SANDAG position on the SanGIS Management Committee. Since voting status will not affect the benefits listed above, and considering budget impacts, staff recommends implementing the nonvoting option of the agreement.

The MOA allows SanGIS to continue to charge its customers for automated access fees and permits either party to terminate the agreement without cause by sending ninety days advance written notification to the other party. The MOA is a quid pro quo services based agreement with data dissemination services being exchanged for data access services, and no exchange of money or fees between SanGIS and SANDAG for the data exchange would occur. The MOA allows both SanGIS and SANDAG to retain rights to provide custom mapping services to both current and future clients.

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² The SDRGC was formed to coordinate regional GIS activities with the California GIS Council. SANDAG Technical Services staff participates on the SDRG. The California GIS Council works to improve coordination within California State government and among federal, state, and local governments. The goals of the regional GIS councils are to review the California GIS Council’s reports to provide recommendations on policy alignment with local and regional GIS needs and to be a focal point for partnerships to build California’s geographic information framework. SDRG is an information exchange, not a policymaking forum, but the council may make recommendations for consideration by its members.
³ The SanGIS operating budget for FY 2010 was $1,334,286, split between the two member agencies.
The MOA anticipates a complete transition of many of the responsibilities for the SanGIS Public GIS Data Clearinghouse and Custom Public Mapping Services to SANDAG and provides that the parties will discuss and decide upon the post-transition customer service and support levels that the parties will give to, and receive from the other.

GARY L. GALLEGOS  
Executive Director

Attachment: 1. Memorandum of Agreement between SANDAG and SanGIS Regarding the Transfer to SANDAG of Publicly Available SanGIS GIS Data Clearinghouse and Public Mapping Services (SANDAG Contract No. 5001___)

Key Staff Contacts: Tim Sutherland, (619) 699-6917, tsu@sandag.org  
Steve Hossack, (619) 699-5602, shos@sandag.org
Memorandum of Agreement between SANDAG and SanGIS
Regarding the Transfer to SANDAG of Publicly Available SanGIS GIS Data Clearinghouse and Public Mapping Services (SANDAG Contract No. 5001___)

This Memorandum of Agreement [“MOA” or “Agreement”] is entered into as of __________, 2010, by and among the San Diego Geographic Information Source (SanGIS), and the San Diego Association of Governments (SANDAG) (together from time to time referred to herein as the “Parties” or individually as the “Party”).

RECITALS

1. Whereas, SanGIS is a Joint Powers Authority (JPA) created by the City of San Diego and the County of San Diego in July 1997 to promote the use of a regional geographic data warehouse for the San Diego area [“SanGIS GIS Data Warehouse”] and to assist in the development of shared geographic data and automated systems that use that data; and

2. Whereas, the SanGIS GIS Data Warehouse contains over 100 publicly available geographic data layers including roadways and parcels; and

3. Whereas, SanGIS offers free of charge the data from its data warehouse in a publicly accessible geographic data clearinghouse website (http://www.sanregis.org) commonly referred to as the “SanGIS Public GIS Data Clearinghouse” or “Public GIS Data Clearinghouse”; and

4. Whereas, SanGIS currently offers Public Mapping Services including map library reprints, Maps-2-Go, self service maps, and Custom Mapping Services for non-standardized requests; and

5. Whereas, SANDAG currently offers Customized Mapping Services through its consulting arm known as the SANDAG Service Bureau; and

6. Whereas, SanGIS and SANDAG currently have existing and shared customers who are aware of both SanGIS and SANDAG customized mapping services; and

7. Whereas, among other designations, SANDAG is San Diego’s regional Council of Governments and its Metropolitan Planning Organization comprised of the County of San Diego and the 18 cities in the San Diego region; and

8. Whereas, currently most jurisdictions within the San Diego region maintain their own Geographic Information Systems (GIS), using their own equipment, staff and formatting styles to map infrastructure, such as storm drains, sewer and water lines within their respective jurisdictional boundaries and immediate vicinity (such mapping services are referred to herein as “Intra Jurisdictional Mapping Services”); and

9. Whereas, developing a collaborative regional GIS for public data will provide a central clearinghouse for all of the San Diego region to access geographic data sets that can be used in operational, planning or research programs and potentially eliminate redundant server infrastructure by consolidating public data into a central easily sourced location; and
10. Whereas, on January 16, 2008, the SanGIS Board of Directors asked its Executive Director to collaboratively explore with SANDAG the possibility of transferring responsibility for the publicly available SanGIS Public GIS Data Clearinghouse and Custom Public Mapping Services to SANDAG; and

11. Whereas, as requested by SANDAG, SanGIS provided SANDAG with statistics about the size, volume, resource requirements, technical feasibility and nature of the existing SanGIS Public GIS Data Clearinghouse and Custom Public Mapping Services; and

12. Whereas, in April 2008, SANDAG’s Technical Services Department began working with SanGIS staff and technical advisory board to evaluate, test and determine the technical feasibility, resource requirements, data quality, budgeting, human resource allocation, data ownership and maintenance aspects of this proposed transfer; and

13. Whereas, subject to the terms and conditions of the SanGIS Joint Powers Agreement between the City of San Diego and the County of San Diego, and the approval of the SanGIS and SANDAG Board of Directors or their authorized designees, the parties wish to formalize transitioning the responsibility for the SanGIS Public GIS Data Clearinghouse and Custom Public Mapping Services to SANDAG; and

14. Whereas, this MOA outlines the Parties rights and duties before, during and after the proposed transfer, which will result in SanGIS providing a GIS data warehouse service for the region and SANDAG providing a publicly accessible GIS Data Clearinghouse and Custom Mapping Service for the region and public at large.

Now, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Recitals.** Each recital set forth above is incorporated herein by this reference and is made part of this Agreement.

2. **Transition.** The Parties agree that, as further provided in this MOA, and during the term of this MOA, they will work in good faith towards transitioning SanGIS Public GIS Data Clearinghouse and Custom Public Mapping Services components from SanGIS to SANDAG, including, but not limited to, the custom mapping services described in Exhibit A [hereafter referred to as “Transition”], and the publicly available SanGIS GIS data layers listed in Exhibit B. SanGIS shall retain ownership and control of all physical equipment it currently uses, as of the effective date of this Agreement, to operate and maintain the Public Data Clearinghouse, Intra Jurisdictional Mapping Services and Custom Public Mapping Services. SANDAG will not assume any responsibility for the maintenance of SanGIS physical equipment, the SanGIS Land Base Maintenance System, the infrastructure for the SanGIS Data Warehouse, Information Technology (IT) infrastructure environment, storage containers, file cabinets, invoice blanks, mailing lists and other physical accoutrements associated with this Transition to SANDAG of the SanGIS Public GIS Data Clearinghouse and Custom Public Mapping Services. The Parties agree to transfer only digital assets.

3. **Quality Control.** The Parties agree to follow the quality control standards defined in Exhibit A for the data transferred from SanGIS to SANDAG. These quality control standards shall be based on current Federal Geographic Data Committee standards and the currently adopted SanGIS metadata standard.
4. **Cooperation.** The Parties agree to jointly determine the on-going roles of each Party regarding ownership, transfer, updates, error reporting, corrections and maintenance of the data as described in this MOA. This includes discussions of when, where, how and with whom these exchanges may occur. All data exchanges between the Parties that occur after the effective date of this Agreement must go through this collaboration process and be added to the data listed in Exhibit B. The data exchange collaboration process shall be vetted through the SanGIS Technical Advisory Board (STAB).

Upon execution of this Agreement, SanGIS and SANDAG agree to exchange data listed in Exhibit B that complies with the guidelines set forth in Exhibit A. By entering into this Agreement, the Parties agree that the list of data contained in Exhibit B is accurate. Exhibit B is a living document that will be updated from time to time to reflect new data available from SanGIS or SANDAG. Exhibit B must be updated and the revisions approved by both Parties in writing prior to the data being exchanged between the Parties. Each revision to Exhibit B must show the revision date and the date approved by the authorized representative of SanGIS and SANDAG.

The Parties will, in good faith, agree to a process for responding to technical GIS questions customers may have about SanGIS data, during and after completion of the Transition.

SanGIS and SANDAG agree that no mission critical, life or safety datasets, workflows, essential enterprise business functions, or high risk\(^1\) activities will be solely or directly tied to or totally dependent upon the data exchange procedures or resulting methodologies detailed in this Agreement or governed by this relationship to exchange data.

SANDAG will use its best efforts to provide next day support for all network components relating to the SANDAG Public GIS Data Clearinghouse. SANDAG’s staff hours are Monday through Friday from 8am to 6pm, excluding holidays. SANDAG does not have the staff capabilities to monitor network infrastructure (i.e. switches, routers, servers, etc) twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. As such, SANDAG commits to using best practices in network architecture and design to minimize the downtime of the SANDAG Public GIS Data Clearinghouse.

5. **Discussion of Post-Transition Service.** The Parties agree to discuss and decide upon the post-Transition customer service and support levels the Parties will give to, and receive from the other Party including, but not limited to: designation by each Party of a primary contact for GIS Data Clearinghouse matters and for Custom Public Mapping Service matters.

6. **Long Range Budget Impacts.** The Parties agree to evaluate immediate and long-range budgeting and staffing impacts on both SanGIS and SANDAG once the Transition is realized, including but not

\(^1\)The data in Exhibit B is not fault-tolerant and is not designed, manufactured, or intended for use or resale for use for insurance underwriting, insurance settlements, or insurance adjustment payments nor is it to be used with critical health and safety or online control equipment in hazardous environments that require fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, search and rescue, emergency response, terrorism prevention or response, fire fighting, life support, or weapons systems ("High Risk Activities"). SanGIS SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

The end user of the data in Exhibit B agrees to indemnify, defend, and hold SanGIS, its officers, directors, employees, agents, subcontractors, licensors, successors, and assigns harmless from and against any and all liability, losses, claims, expenses (including attorneys' fees), demands, or damages of any kind, including direct, indirect, special, punitive, incidental, or consequential damages, arising out of or in any way connected with end user or permitting the use by others of Deliverables for High Risk Activities. Delivery of Deliverables does not constitute a waiver of the rights and obligations set forth in this disclaimer.
limited to publicizing the benefits and mutual cost savings of the relationship between SanGIS and SANDAG. This evaluation will be completed no later than one year following the Effective Date for this MOA, and will be distilled into a report, jointly drafted by the Parties that the SanGIS Management Committee will present to both the SanGIS and SANDAG Boards of Directors. After the presentation to the Boards of Directors, the report will be published on both the SanGIS and SANDAG Web sites.

7. Public Outreach. In concert with each of the Parties respective Public Information Offices, the Parties agree to develop and implement a public outreach plan to inform the public, City and County staff, Office of Emergency Services, Fire, Police and other Public Safety entities and SANDAG’s member agencies, of the impact of the Transition.

8. Ownership of the Data Warehouse(s).

A. The Parties agree that SanGIS will retain ownership, control, and maintenance of the SanGIS Public GIS Data Clearinghouse (http://www.sangis.org), all the data within it, and the rights to maintain/provide a Custom Public Mapping Service. Upon execution of this Agreement, SanGIS and SANDAG agree to exchange data listed in Exhibit B that complies with the standards set forth in Exhibit A.

B. The Parties agree that SANDAG will retain ownership, control, and maintenance of its GIS data warehouse and its content.

C. The Parties agree that the act of exchanging data between SanGIS and SANDAG does not extend rights of ownership or authorship to the source data created by party of origin.

D. The Parties agree that Exhibit B will identify either SanGIS or SANDAG as the owner or steward of each data layer contained in Exhibit B.

E. The Parties agree that SANDAG’s ability to automatically redistribute the data sourced from SanGIS is limited and/or prohibited by the constraints of Section 13 of this MOA.

9. Documentation. The Parties agree to share with each other copies of all documents related to the Transition, including but not limited to:

A. All available IT architecture requirements, historic and current File Transfer Protocol (FTP) download statistics, records of data storage capacity, and existing customer names.

B. Subject to confidentiality or privacy considerations, all information related to service staffing levels to support the GIS Data Clearinghouse, and relevant revenue and expenditure operating data for services to be assumed, including labor.

C. All information related to estimated hardware and software costs, including estimated costs for hardware and software licenses.

D. All information used for effective outreach campaigns and their cost, and any other reasonably related information that could inform SanGIS’ or SANDAG’s decision making process regarding the success of the Transition of the SanGIS Public GIS Data Clearinghouse and Custom Public Mapping Services to SANDAG.
10. License. SanGIS agrees to provide to SANDAG, for the term of this MOA, a non-exclusive, non-transferable license to use the source code that SanGIS uses to automatically provide GIS data to the public and to automatically provide revised GIS data when it is altered or updated. Since the source code and related batch script was developed by, and is required for, the SanGIS JPA paying customers' business functions, SanGIS will own and maintain the script. SANDAG may, in its discretion, modify the script in its internal network areas to meet its internal business needs.

11. Liability of Parties for Accuracy of Data.

   A. SANDAG shall have no responsibility for the maintenance or editing of any data layer received from SanGIS for inclusion in the SANDAG Public GIS Data Clearinghouse.

   B. SanGIS shall have no responsibility for the maintenance or editing of any data layer received from SANDAG for inclusion in the SanGIS Data Warehouse.

   C. All data, regardless of how its precision or accuracy is described, by National Mapping Accuracy Standards or otherwise, must bear the standard disclaimer that is referenced in Section 8 of Exhibit A.

12. Indemnification.

   A. Claims Arising from Acts or Omissions of SanGIS. SanGIS hereby agrees to defend and indemnify SANDAG, its member agencies, agents, officers and employees, from any claim, action or proceeding against SANDAG, arising out of the sole negligent, reckless or willful acts or omissions of SanGIS in the performance of this MOA. At its sole discretion, SANDAG may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve SanGIS of any obligation imposed by this MOA. SANDAG shall notify SanGIS promptly of any claim, action or proceeding and cooperate fully in the defense.

   B. Claims Arising from Acts or Omissions of SANDAG. SANDAG hereby agrees to defend and indemnify SanGIS, its member agencies, agents, officers and employees from any claim, action or proceeding against SanGIS, arising out of the sole negligent, reckless or willful acts or omissions of SANDAG in the performance of this MOA. At its sole discretion, SanGIS may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve SANDAG of any obligation imposed by this MOA. SanGIS shall notify SANDAG promptly of any claim, action or proceeding and cooperate fully in the defense.

   C. Claims Arising from Requests for Records. In the event a request is made to SANDAG via subpoena, search warrant, discovery, the California Public Records Act, or the Federal Freedom of Information Act ("Request") for records that are owned by SanGIS, but within control of SANDAG, SANDAG will notify SanGIS and if SanGIS directs SANDAG not to release the records in question, SanGIS will provide a defense to SANDAG and indemnify SANDAG for all reasonable costs associated with the Request. In the event a Request is made to SanGIS for records that are owned by SANDAG, but within control of SanGIS, SanGIS will notify SANDAG and if SANDAG directs SanGIS not to release the records in question, SANDAG will provide a defense to SanGIS and indemnify SanGIS for all reasonable costs associated with the request.
D. Claims Arising from Concurrent Acts or Omissions. SanGIS hereby agrees to defend itself, and SANDAG hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of SanGIS and SANDAG. In such cases, SanGIS and SANDAG agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs.

E. Joint Defense. Notwithstanding the above, in cases where SanGIS and SANDAG agree in writing to a joint defense, SanGIS and SANDAG may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of SanGIS and SANDAG. SanGIS and SANDAG agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as otherwise provided in this MOA or as may be agreed to by the Parties.

F. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, SanGIS and SANDAG may seek reimbursement or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

G. Survival After Termination. This section 12 shall survive the termination of this MOA.


A. GIS data described in Exhibit B will be available to the public for downloading only through a publically available SANDAG Public GIS Data Clearinghouse Web site. This website is intended for the benefit of members of the public or agents of governmental entities. SANDAG may also distribute data to the public on compact disks or other portable digital media storage devices.

B. The Parties agree that GIS data listed in Exhibit B is owned by its respective originating party, and will not be resold, repackaged, or repurposed in any way without the express written consent by the data owner. The Parties agree that the automatic re-distribution of the SanGIS database copies originating from SanGIS, copied by SANDAG, and sent by SANDAG to third party networks through automated or programmatic digital copying, is prohibited without written consent from SanGIS. Any and all automatic redistribution of SanGIS data copied from SanGIS and sent to a third party for a service fee is prohibited without written consent from SanGIS.

C. The Parties agree that SanGIS will not repackage or redistribute data acquired from SANDAG to entities that are not either a member of SanGIS or SanGIS’ contractual business partners.

14. Close-out of SanGIS Public GIS Data Clearinghouse. SanGIS agrees that, during a one year period, starting upon the Effective Date of this MOA, SanGIS will evaluate whether the public and the members of SanGIS are effectively being served by the SANDAG Public GIS Data Clearinghouse based on public feedback, SanGIS staff reports, analysis of data access requests (downloads) and other factors. If, at the end of the one year period SanGIS and SANDAG agree that the Transition has been successfully implemented, the SanGIS Board will consider and decide whether to discontinue the SanGIS Public GIS Data Clearinghouse Web site and will also consider and decide
whether to redirect SanGIS’ Public GIS Data Clearinghouse Web traffic to SANDAG’s Public GIS Data Clearinghouse. If the Parties mutually decide to discontinue the SanGIS Public GIS Data Clearinghouse Web site and redirect that traffic to SANDAG’s Public GIS Data Clearinghouse, then the Parties agree to complete the steps described in this section 14 within one-hundred eighty days following the determination, which shall be made in writing.

15. **Automated Access Service Fee Recovery.** Notwithstanding Section 13(b) and (c), this MOA does not preclude SanGIS from establishing a fee structure that allows fees to be charged to third parties for automatic copying service access to the SanGIS data warehouse data. In accordance with section 21 of this MOA, the Parties agree that any such fee structure established by SanGIS will result in no exchange of money between SanGIS and SANDAG.

16. **Voting Rights on the SanGIS Board of Directors.** Upon the occurrence of the triggering event contained in Section 14, and subject to the condition contained in this Section 16, SANDAG shall receive one vote on the SanGIS Board of Directors with rights that are equivalent to those of the City of San Diego and the County of San Diego.

These voting rights shall be contingent upon SANDAG paying a pro-rata share of the annual SanGIS operating budget. This payment shall be equal to the pro-rata share paid by other SanGIS members. If SANDAG does not pay a pro-rata share of the annual SanGIS operating budget, then, during the term of this MOA, SANDAG will not receive voting rights on the SanGIS Board of Directors, and will instead receive a non-voting SANDAG position on the SanGIS Management Committee. Any position SANDAG receives on the SanGIS Board of Directors or SanGIS Management Committee (whether voting or non-voting), shall be filled with a SANDAG officer who holds a position that is, at least equivalent in level of authority to the positions of other SanGIS Board of Directors or SanGIS Management Committee members.

17. **Extension of MOA and Membership in the SanGIS JPA.** The Parties agree that, prior to the end of the term of this MOA, they will evaluate whether to either extend the term of this MOA, or have SANDAG join SanGIS as a member of the JPA. If SanGIS is dissolved, SANDAG may, in its sole discretion, enter into negotiations with the City of San Diego, the County of San Diego and other jurisdictions within the region regarding future provision of a Public GIS Data Clearinghouse and Custom Mapping Services. This MOA may be extended upon the mutual written agreement of the Parties.

18. **Term.** This MOA shall be effective for five years following the date the last party signs this MOA (the “Effective Date”).

19. **Termination.** The Parties agree that either Party may terminate this MOA without cause by sending ninety days advance written notification to the other party.

20. **Authority to Sign.** The individuals signing on behalf of each party represent and warrant that they are authorized to do so on behalf of their respective agencies.

21. **No Money to Change Hands.** This is a services based quid pro quo MOA with data dissemination services being exchanged for data access services and no exchange of money or fees between SanGIS and SANDAG for the data exchange shall occur.
22. Notices. Any notices required to be given by this MOA shall be deemed effective three business days after placement in the United States Mail or shall be immediately effective if delivered by hand at the following addresses:

A. SanGIS:
   Attention: Director
   5201 Ruffin Rd., Suite E
   San Diego, CA 92123

B. SANDAG
   Attention: Technical Services Director
   401 B Street, Suite 800
   San Diego, CA 92101

Either Party may change its address by written notice to the other Party.

23. No Third Party Beneficiaries. Nothing in the provisions of this MOA is intended to create duties or obligations to or rights in third parties to this MOA or affect the legal liability of the parties to this MOA to third parties.

24. Independent Entities. For purposes of this MOA, the relationship of the Parties is that of independent entities and not as agents of each other or as joint venturers or partners. The Parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.

24. Severability. The invalidity of any portion of this MOA shall not invalidate the remainder as long as such invalidity does not materially affect the agreement of the parties.

25. Counterparts. This MOA may be executed in counterparts, each of which shall be deemed an original after all parties have executed this MOA.

SanGIS and SANDAG MOA - Regarding the Transfer to SANDAG of Publicly Available SanGIS GIS Data Clearinghouse and Public Mapping Services

Signatories - San Diego Geographic Information Source

By: ___________________________________________  Date: ______________________________
    William R. Anderson, SanGIS Board of Directors
    City of San Diego Representative

By: ___________________________________________  Date: ______________________________
    Chandra L. Wallar, SanGIS Board of Directors
County of San Diego Representative

Approved as to Form:

By: _________________________________________________  Date: ______________________________
Rachel H. Witt
Senior Deputy, Office of County Counsel
Counsel for San Diego Geographic Information Source

Signatories - San Diego Association of Governments

By: _________________________________________________  Date: ______________________________
Gary L. Gallegos, Executive Director

Approved as to Form:

By: _________________________________________________  Date: ______________________________
General Counsel
San Diego Association of Governments
Exhibit A
Data Guidelines

1. Spatial Accuracy

SANDAG uses Part 3: Geospatial Positioning Accuracy Standards of the National Standard for Spatial Data Accuracy published by the Federal Geographic Data Committee (FGDC-STD-007.3-1998). According to the FGDC, “The National Standard for Spatial Data Accuracy [NSSDA] implements a statistical and testing methodology for estimating the positional accuracy of points on maps and in digital geospatial data, with respect to georeferenced ground positions of higher accuracy.”

Any dataset that is found not in compliance with the NSSDA will be identified as “not in compliance with NSSDA”. This compliance note will be stored in the metadata of all the data published to the SANDAG Public GIS Clearinghouse. It is left to the discretion of both SanGIS and SANDAG to bring their respective data into compliance with the NSSDA. This NSSDA compliance is not a requirement of data to be published to the SANDAG Public GIS Clearinghouse, however, each respective agency should make good faith efforts to improve their GIS datasets where applicable and appropriate compliance with NSSDA is possible.

SANDAG reserves the right to not publish any dataset that has a positional error greater than 190 feet horizontal accuracy at 95% confidence level according to the NSSDA. Under the National Mapping Accuracy Standards (USGS, 1947), 190 feet horizontal accuracy is equivalent to a map scale of 1:100,000.

All datasets that meet or exceed this accuracy level are duly described in their metadata. Any and all data in Exhibit B that meets or exceeds any National Map Accuracy Standards [NMAS] or similar are disclaimed in the body of this agreement regardless of implied standards.

2. Attribute (Data) Accuracy

SANDAG uses standard statistical techniques for measuring the accuracy of spatial data attributes. At a minimum, an attribute accuracy standard of 95 percent validity with a confidence level of 95 percent and a confidence interval of +/- 5 percent should be used. Where possible, applicable, and appropriate, both SanGIS and SANDAG may require their individual respective datasets in Exhibit B to maintain this level of accuracy. If these datasets cannot meet this accuracy standard, they will be duly described by their respective owners as such in their metadata.

SANDAG may randomly choose data records, data attributes, and feature classes to test throughout the course of this agreement. If any data set is found not to meet the above standard, the owner will be notified of the error, and the dataset metadata will be checked to insure its owner has documented the dataset as being out of compliance. Datasets with excessive error or poor quality can be deemed unsuitable by any of the parties to this agreement. In this circumstance all of the parties must jointly and unanimously decide to remove the dataset from Exhibit B.

3. Metadata Standards

SANDAG currently uses the Federal Geographic Data Committee’s (FGDC) Content Standard for Digital Geospatial Metadata (FGDC-STD-001-1998) for agency metadata standards. All mandatory
fields, as defined in FGDC-STD-001-1998, should be defined with correct and proper data. SANDAG will accept metadata with additional non-mandatory fields defined, but no guarantee is made to whether additional information will be displayed or distributed with the data on SANDAG’s Public GIS Data Clearinghouse Web site. At a minimum, the adopted SanGIS metadata standard used by SanGIS will be used for all datasets that are in Exhibit B. This standard is available through SanGIS (www.sangis.org). It is further agreed that this SanGIS metadata standard may be jointly improved, enhanced, or augmented by both SanGIS and SANDAG and jointly agreed upon and implemented with the adoption of this agreement.

4. Completeness

SANDAG will only publish complete datasets to the SANDAG Public GIS Data Clearinghouse. All datasets shall be a complete representation of the features described in the metadata and corresponding to the metadata’s time period or spatial extent information. Completeness is defined as having no outstanding or programmatic work remaining to render the dataset useful, operationally complete, or not unduly confusing or misleading.

5. Service Level Agreement

As indicated in the MOA agreement associated with this Exhibit A and in the footnotes of this Exhibit A, the parties to the MOA will not be held responsible for the failure or accuracy of any data from the SANDAG Public GIS Data Clearinghouse including public safety, healthcare, emergency response, public services, or business applications from the City of San Diego, County of San Diego, or SanGIS.

6. Updates

SanGIS will provide a record and notify SANDAG when data updates occur. All notifications shall be sent electronically. It will be SANDAG’s responsibility to copy and post any updates within five (5) business days of receipt of an update notice. SANDAG will notify SanGIS within two (2) business days of updates being posted to the SANDAG Public GIS Data Clearinghouse. With the exception of an emergency or natural disaster, no data shall be updated more than once a week.

7. Feedback and Quality Assurance

SanGIS will have ninety (90) business days to fix any data errors presented to the SanGIS Management Committee by SANDAG. If errors are not corrected or sufficiently explained within 90 business days, SANDAG reserves the right to remove the entire dataset in question from the SANDAG Public GIS Data Clearinghouse which is assuming the functions of the SanGIS GIS Data Clearinghouse.

SanGIS will provide SANDAG with thirty (30) business days notice of any impending data schema changes, including, but not limited to, positional accuracy improvements or degradations, addition or removal of attribute fields, alteration of data table field names. SanGIS’ notice to SANDAG will be in the form of an email or newsletter notification to the SANDAG Public GIS Data Clearinghouse steward or Database Administrator (DBA).
8. Disclaimer

The following disclaimer must be presented or accessible when distributing or using the data listed in Exhibit B in any fashion:

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9. Data Sourcing

SANDAG will provide a disclaimer for all SanGIS owned data listed in Exhibit B which will state: “The following data is developed and compiled by the San Diego Geographic Information Source (SanGIS). The data provided are collected from various sources and will change over time without notice. In using the data, users should be aware that some of these data are generalized and were created for use in regional projects. While SanGIS believes the data is accurate and properly functioning, SanGIS disclaims any responsibility for the accuracy or correctness of the data. The data is provided on an ‘AS IS’, ‘AS AVAILABLE’ and ‘WITH ALL FAULTS’ basis. SanGIS makes no warranties, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose, nor shall the distribution of this information constitute any warranty. All questions and concerns about data use, data integrity and accuracy should be directed to the contact identified in the data’s metadata record or to the general contact number available for SanGIS at www.sangis.org.”

10. Data List (Exhibit B)

SANDAG agrees to provide only the SanGIS data layers listed in Exhibit B for public dissemination and download on the SANDAG Public GIS Clearinghouse Web site. The Exhibit B list shall be jointly maintained by SanGIS and SANDAG. Data that is NOT jointly agreed to be present will not be included in Exhibit B or in any automated data exchange between SanGIS and SANDAG. Any addition or deletion to the list will require a jointly executed letter stating that the Parties agree to revise Exhibit B. Any change to Exhibit B shall require the letter be modified and jointly executed in counterpart originals by Qualified Representatives of both Parties within ten business days of the proposed change.

3 “Qualified Representatives” for SanGIS is defined as both members of the SanGIS Board of Directors or both members of the SanGIS Management Committee. For SANDAG it is defined as any representative SANDAG designates as its representative to the SanGIS Technical Advisory Board.
2050 RTP Process and Timeline

- **Fall 2009**: Revenue Constrained/SCS Preferred Network Scenarios
- **Spring 2010**: Revenue Constrained/SCS Network Scenarios
- **Summer 2010**: Apply Performance Measures
- **Fall 2010**: Revenue Projections
- **Early 2011**: Draft 2050 RTP and EIR
SB 375 Final GHG Targets

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Sustainable Communities Strategy
2050 RTP Goals

Reliability

Mobility

System Preservation & Safety

Prosperous Economy

Social Equity

Healthy Environment

2050 RTP
Considering Resource Areas and Farmland

Transportation Network
Pricing Strategies

Other Supporting Policies and Programs
CEQA Streamlining Provisions

- Residential and Mixed Use Project Streamlining
- Transit Priority Project Streamlining
Residential/Mixed-Use Projects

Transit Priority Projects