AGENDA HIGHLIGHTS

- ADDENDUM 18 TO THE MASTER MEMORANDUM OF UNDERSTANDING WITH THE NORTH COUNTY TRANSIT DISTRICT AND METROPOLITAN TRANSIT SYSTEM

- PROPOSED FY 2013 PROGRAM BUDGET AMENDMENT: TRANSFERRING FUNDS FROM TRESTLE BRIDGE REPLACEMENT PROJECT TO SAN LUIS REY TRANSIT CENTER PROJECT

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MESSAGE FROM THE CLERK

In compliance with Government Code §54952.3, the Clerk hereby announces that the compensation for legislative body members attending the following simultaneous or serial meetings is: Executive Committee (EC) $100, Board of Directors (BOD) $150, and Regional Transportation Commission (RTC) $100. Compensation rates for the EC and BOD are set pursuant to the SANDAG Bylaws and the compensation rate for the RTC is set pursuant to state law.

MISSION STATEMENT

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.
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. Members of the public may address the Board on any issue under the agenda item entitled Public Comments/Communications/Member Comments. Public speakers are limited to three minutes or less per person. The Board of Directors may take action on any item appearing on the agenda.

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Public comments regarding the agenda can be forwarded to SANDAG via the e-mail comment form 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 Committee no later than 12 noon, two working days prior to the meeting.

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BOARD OF DIRECTORS AGENDA
Friday, January 25, 2013

ITEM # | RECOMMENDATION
---|---
+1. APPROVAL OF MEETING MINUTES | APPROVE
   +A. DECEMBER 7, 2012, BOARD POLICY MEETING MINUTES
   +B. DECEMBER 21, 2012, BOARD BUSINESS MEETING MINUTES

2. PUBLIC COMMENTS/COMMUNICATIONS/MEMBER COMMENTS

Public comments under this agenda item will be limited to five public speakers. 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. Other public comments will be heard during the items under the heading “Reports.” 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. Public speakers are limited to three minutes or less per person. Board members also may provide information and announcements under this agenda item.

+3. ACTIONS FROM POLICY ADVISORY COMMITTEES | APPROVE

This item summarizes the actions taken by the Executive Committee on January 11, and the Transportation and Public Safety Committees on January 18, 2013.

CONSENT (4 through 7)

+4. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (Laura Coté) | INFORMATION

Federal regulations require that the agency maintain an Equal Employment Opportunity (EEO) Program as a condition of receipt of federal funds. The SANDAG administrative policies and procedures mandate equal employment opportunities in recruitment, hiring, and employment for both applicants and employees. In accordance with SANDAG Board Policy No. 007 (Equal Employment Opportunity Program), this report summarizes employment results for 2012 as well as reviews EEO Program goals for the upcoming year.

+5. REPORT SUMMARIZING DELEGATED ACTIONS TAKEN BY EXECUTIVE DIRECTOR (André Douzdjian)* | INFORMATION

In accordance with various SANDAG Board policies, this report summarizes certain delegated actions taken by the Executive Director since the last Board of Directors meeting. In addition, this report includes a summary of the San Diego Service Authority for Freeway Emergencies expenditures approved by the Executive Director pursuant to Board authorization.
+6. **REPORTS ON MEETINGS AND EVENTS ATTENDED ON BEHALF OF SANDAG (Kim Kawada)**

   Board members will provide brief reports orally or in writing on external meetings and events attended on behalf of SANDAG since the last Board of Directors meeting.

+7. **ANNUAL UPDATE ON THE ACTIVITIES OF CRIMINAL JUSTICE RESEARCH AND CLEARINGHOUSE (Cynthia Burke)**

   As part of the SANDAG Criminal Justice Clearinghouse, regional crime and arrest statistics as well as statistics related to drug use among the offender population are tracked on a regular basis. SANDAG has maintained these statistics since the late 1980s and remains the only regional source for up-to-date historical information. An overview and update of the activities and accomplishments of the Criminal Justice Research Unit and the Clearinghouse will be provided.

**REPORTS (8 through 10)**

+8. **ADDENDUM 18 TO THE MASTER MEMORANDUM OF UNDERSTANDING WITH THE NORTH COUNTY TRANSIT DISTRICT AND METROPOLITAN TRANSIT SYSTEM* (Second Vice Chair Don Higginson; Jim Linthicum)**

   The Transportation Committee recommends that the Board of Directors authorize the Executive Director to execute Addendum 18 to the Master Memorandum of Understanding between the North County Transit District, Metropolitan Transit System, and SANDAG that addresses roles and responsibilities of each organization in the delivery of capital projects in substantially the same form as attached to the report.

+9. **PROPOSED FY 2013 PROGRAM BUDGET AMENDMENT: TRANSFERRING FUNDS FROM TRESTLE BRIDGE REPLACEMENT PROJECT TO SAN LUIS REY TRANSIT CENTER PROJECT (Second Vice Chair Don Higginson; Tim DeWitt)**

   The Trestle Bridge Replacement project has unused American Recovery and Reinvestment Act of 2009 (ARRA) funds that need to be expended prior to fall 2013. This amendment proposes to transfer the remaining unused ARRA funds to the San Luis Rey Transit Center project, adding a new security and communications building to the work under construction. The Transportation Committee recommends that the Board of Directors approve an amendment to the FY 2013 Program Budget to transfer $1.15 million from Capital Improvement Program (CIP) 1143500 Trestle Bridge Replacement to CIP 1143600 San Luis Rey Transit Center in substantially the same form as attached to the report.
10. **LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY AMENDED JOINT POWERS AGREEMENT**
   (Second Vice Chair Don Higginson; Linda Culp)

   The Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency seeks to increase ridership, revenue, capacity, reliability, and safety on the coastal rail line from San Diego to Los Angeles to San Luis Obispo. Senate Bill 1225 (Padilla, 2012) allows the LOSSAN Rail Corridor Agency to amend the joint powers agreement to expand the authority of the agency to permit the administration of state-funded Pacific Surfliner intercity passenger rail services and elect to become party to an Interagency Transfer Agreement (ITA) with the State of California. The Board of Directors is asked to approve Resolution No. 2013-14, adopting the LOSSAN amended Joint Powers Agreement in substantially the same form as attached, with the additional amendments described in the report regarding the future ITA.

11. **CONTINUED PUBLIC COMMENTS**

   If the five speaker limit for public comments was exceeded at the beginning of this agenda, other public comments will be taken at this time. Subjects of previous agenda items may not again be addressed under public comment.

12. **CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) - CLEVELAND NATIONAL FOREST FOUNDATION ET AL. V. SANDAG (CASE NO. 37-2011-00101593-CU-TT-CTL), AND CREED-21 ET AL. V. SANDAG (CASE NO. 37-2011-00101660-CU-TT-CTL)*

13. **UPCOMING MEETINGS**

   There is no Board Policy meeting in February. The SANDAG Board Retreat is scheduled for Wednesday, February 6, to Friday, February 8, 2013. The next Board Business meeting is scheduled for Friday, February 22, 2013, at 9 a.m.

14. **ADJOURNMENT**

   + next to an agenda item indicates an attachment
   * next to an agenda item indicates a San Diego County Regional Transportation Commission item
Chairman Jerome Stocks (Encinitas) called the meeting of the SANDAG Board of Directors to order at 10:01 a.m. The attendance sheet for the meeting is attached.

1. PUBLIC COMMENTS/COMMUNICATIONS/MEMBER COMMENTS

Mayor Sam Abed (Escondido) stated that the City of Escondido was chosen as the starting city for the 2013 Amgen Tour, the nation’s largest bicycle race. The first leg of each day's bike race during the week-long event will begin in Escondido.

Simon Mayeski, a member of the public, spoke regarding the recent legal judgment on the 2050 Regional Transportation Plan litigation.

2. REPORTS (2)

2. PROPOSED FY 2013 BUDGET AMENDMENT: SAN DIEGO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES AND PROPOSED AMENDMENT TO BOARD POLICY NO. 001 (APPROVE)

Samuel Johnson, Director of Operations, presented the item.

Action: Upon a motion by Mayor Ron Morrison (National City), and a second by Second Vice Chair Jim Janney (Imperial Beach), the Board of Directors: (1) approved the FY 2013 Program Budget amendment and the addition of one staff position; and (2) approved amendments to Board Policy No. 001 to delegate oversight authority for the SAFE program to the Transportation Committee. Yes – 19 (weighted vote, 100%). No – 0 (weighted vote, 0%). Abstain – 0 (weighted vote, 0%). Absent – none.

3. CONTINUED PUBLIC COMMENTS

Deanna Spehn, Policy Director, Office of Assemblymember Toni Atkins, spoke in opposition to closed session item No. 5 regarding the potential purchase of the former Caltrans office building located at 2829 Juan Street, San Diego, California.

Chairman Stocks adjourned to closed session at 10:16 a.m.

4. CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

The Board of Directors will be briefed by SANDAG’s real property negotiator team on the status of negotiations with the Irvine Company regarding the price and terms of payment of a potential lease extension at the Wells Fargo Building located at 401 B Street, San Diego, California.
5. CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54956.8

The Board of Directors will be briefed by SANDAG’s real property negotiator team on the status of negotiations with the State of California regarding the price and terms of payment of the potential purchase of real property located at 2829 Juan Street, San Diego, California.


Chairman Stocks reconvened into open session at 11:34 a.m.

John Kirk, General Counsel, reported the following out of closed session: the Board of Directors met in closed session and gave direction to staff; there was no reportable action.

7. UPCOMING MEETINGS

The next Board Business meeting is scheduled for Friday, December 21, 2012, at 9 a.m. Please note this meeting will be held on the third Friday of the month due to the holiday schedule.

8. ADJOURNMENT

Chairman Stocks adjourned the meeting at 11:35 a.m.

Attachment: Attendance sheet
## ATTENDANCE

### SANDAG BOARD OF DIRECTORS MEETING

**DECEMBER 7, 2012**

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<tr>
<th>JURISDICTION/ORGANIZATION</th>
<th>NAME</th>
<th>ATTENDING</th>
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<td>City of Carlsbad</td>
<td>Matt Hall (Primary)</td>
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<td>City of Chula Vista</td>
<td>Cheryl Cox (Primary)</td>
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<td>City of Coronado</td>
<td>Michael Woiwode (2nd Alt.)</td>
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<td>City of Del Mar</td>
<td>Lee Haydu (1st Alt.)</td>
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<td>City of El Cajon</td>
<td>Mark Lewis (Primary)</td>
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<td>Jerome Stocks, Chair (Primary)</td>
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<td>City of Escondido</td>
<td>Sam Abed (Primary)</td>
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<td>Jim Janney, 2nd Vice Chair (Primary)</td>
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<td>City of La Mesa</td>
<td>Art Madrid (Primary)</td>
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<td>Mary Sessom (Primary)</td>
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<td>Ron Morrison (Primary)</td>
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<td>James Wood (Primary)</td>
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<td>City of Poway</td>
<td>Don Higginson (Primary)</td>
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<td>City of San Diego - A</td>
<td>____ (Primary, Seat A)</td>
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<td>City of San Diego - B</td>
<td>Anthony Young (Primary, Seat B)</td>
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<td>City of San Marcos</td>
<td>Jim Desmond (Primary)</td>
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<td>City of Santee</td>
<td>Jack Dale, 1st Vice Chair (Primary)</td>
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<td>City of Solana Beach</td>
<td>Lesa Heebner (Primary)</td>
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<td>Judy Ritter (Primary)</td>
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<td>Ron Roberts (Primary, Seat A)</td>
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<td>Bill Horn (Primary, Seat B)</td>
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<td>MTS</td>
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<td>US Dept. of Defense</td>
<td>CAPT Clifford Maurer (Primary)</td>
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<td>SD Unified Port District</td>
<td>Lou Smith (Primary)</td>
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<td>SD County Water Authority</td>
<td>Javier Saunders (Primary)</td>
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<td>Baja California/Mexico</td>
<td>Remedios Gómez-Arnau (Primary)</td>
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<td>Southern California Tribal Chairmen’s Association</td>
<td>Allen Lawson (Co-Primary)</td>
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<td></td>
<td>Edwin Romero (Co-Primary)</td>
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BOARD OF DIRECTORS DISCUSSION AND ACTIONS

DECEMBER 21, 2012

First Vice Chair Jack Dale (Santee) called the meeting of the SANDAG Board of Directors to order at 9:03 a.m. The attendance sheet for the meeting is attached.

1. APPROVAL OF MEETING MINUTES (APPROVE)

**Action:** Upon a motion by Mayor Jim Wood (Oceanside), and a second by Second Vice Chair Jim Janney (Imperial Beach), the Board of Directors approved the minutes from the November 2, 2012, Board Policy meeting, and the November 16, 2012, Board Business meeting.

2. PUBLIC COMMENTS/COMMUNICATIONS/MEMBER COMMENTS

Mike Bullock, Sierra Club, spoke regarding various climate issues.

3. ACTIONS FROM POLICY ADVISORY COMMITTEES (APPROVE)

This item summarized the actions taken by the Borders Committee on November 16, the Executive and Regional Planning Committees on December 7, and the Transportation and Public Safety Committees on December 14, 2012.

**Action:** Upon a motion by Supervisor Bill Horn (County of San Diego), and a second by Mayor Art Madrid (La Mesa), the Board of Directors approved Item 3. Yes – 15 (weighted vote, 100%). No – 0 (weighted vote, 0%). Abstain – 0 (weighted vote, 0%). Absent – Carlsbad, Lemon Grove, San Marcos, and Vista.

First Vice Chair Dale noted that Consent Item Nos. 5 and 6 were pulled for public comment.

CONSENT (4 THROUGH 8)

4. EXTENSION REQUEST FOR FY 2012 TRANSPORTATION DEVELOPMENT ACT AUDIT (APPROVE)

The Board of Directors was asked to approve a Transportation Development Act audit extension request for the City of San Marcos, until March 27, 2013, as permitted by the California Public Utilities Code and the California Code of Regulations.

5. REPORT SUMMARIZING DELEGATED ACTIONS TAKEN BY EXECUTIVE DIRECTOR (INFORMATION)

In accordance with SANDAG Board Policy Nos. 003 (Investment Policy), 017 (Delegation of Authority), 024 (Procurement and Contracting-Construction), and 035 (Competitive Grant Program Procedures), this report summarized certain delegated actions taken by the Executive Director since the last Board of Directors meeting. In addition, this report included a summary of the San Diego Service Authority for Freeway Emergencies expenditures approved by the Executive Director pursuant to Board authorization.
8. REPORTS ON MEETINGS AND EVENTS ATTENDED ON BEHALF OF SANDAG (INFORMATION)

Board members provided brief reports orally or in writing on external meetings and events attended on behalf of SANDAG since the last Board of Directors meeting.

**Action:** Upon a motion by Mayor Wood, and a second by Supervisor Ron Roberts (Chairman, County of San Diego), the Board of Directors approved Consent Items 4 and 7 through 8. Yes – 16. No – 0. Abstain – 0. Absent – Carlsbad, Lemon Grove, and San Marcos.

5. PROPOSED PUBLIC PARTICIPATION PLAN UPDATE (APPROVE)

Federal law requires SANDAG to prepare and maintain an agency-wide Public Participation Plan that serves as an umbrella public outreach document for all planning efforts and construction projects conducted by the agency. In October, SANDAG released the draft Public Participation Plan (PPP) for public comment, and comments received have been addressed in the proposed update.

Mike Bullock, Sierra Club, spoke regarding the release of the draft PPP for public comment.

**Action:** Upon a motion by Mayor Sam Abed (Escondido), and a second by Supervisor Horn, the Board of Directors approved Consent Item 5. Yes – 17 (weighted vote, 100%). No – 0 (weighted vote, 0%). Abstain – 0 (weighted vote, 0%). Absent – Carlsbad and San Marcos.

6. SUPPORT FOR PUBLIC-PRIVATE PARTNERSHIPS FOR NEW BORDER INFRASTRUCTURE (APPROVE)

The Executive Committee recommends that the Board of Directors approve Resolution No. 2013-12, in substantially the same form as attached to the report, requesting that various federal agencies, specifically, the U.S. Department of Homeland Security and the U.S. General Services Administration, consider joint efforts with local governments and private industry to finance and build new border crossing infrastructure.

Mike Bullock, Sierra Club, spoke in opposition to this item.

**Action:** Upon a motion by Supervisor Horn, and a second by Mayor Madrid, the Board of Directors approved Consent Item 6. Yes – 18 (weighted vote, 100%). No – 0 (weighted vote, 0%). Abstain – 0 (weighted vote, 0%). Absent – San Marcos.

CHAIR’S REPORT (9)

9. ELECTION OF 2013 SANDAG BOARD OFFICERS (APPROVE)

Mayor Ron Morrison (National City), Nominating Committee Chair, stated that the Nominating Committee recommended the attached slate of candidates for SANDAG Chair, First Vice Chair, and Second Vice Chair for calendar year 2013.

Mike Bullock, Sierra Club, spoke regarding his opposition to taking action today on the current proposed slate of candidates.

**Action:** Upon a motion by Mayor Morrison, and a second by Supervisor Roberts, the Board of Directors approved the proposed slate of candidates for SANDAG Chair, First Vice Chair, and Second Vice Chair for calendar year 2013. Yes – 18 (weighted vote, 100%). No – 0 (weighted vote, 0%). Abstain – 0 (weighted vote, 0%). Absent – San Marcos.
REPORTS (10 THROUGH 13)

10. TransNet ENVIRONMENTAL MITIGATION PROGRAM FIVE-YEAR FUNDING STRATEGY UPDATE AND FY 2013 FUNDING ALLOCATION (APPROVE)

Second Vice Chair Jim Janney (Imperial Beach), Regional Planning Committee Chair, introduced the item.

Keith Greer, Senior Regional Planner, presented the update to the TransNet Environmental Mitigation Program (EMP) Five-Year Funding Strategy, including the allocation of FY 2013 funding for management and monitoring activities pursuant to the executed TransNet EMP Memorandum of Agreement with the federal and state agencies.

Mike Bullock, Sierra Club, spoke in opposition to this item.

Action: Upon a motion by Mayor Madrid, and a second by Councilmember Lorie Zapf (City of San Diego), the Board of Directors approved an update to the TransNet EMP Five-Year Funding Strategy, including the allocation of FY 2013 funding for management and monitoring activities pursuant to the executed TransNet EMP Memorandum of Agreement with the federal and state agencies. Yes – 18 (weighted vote, 100%). No - 0 (weighted vote, 0%). Abstain – 0 (weighted vote, 0%). Absent – San Marcos.

11. PROGRAM UPDATE AND PROPOSED FY 2013 PROGRAM BUDGET AMENDMENT: EXTENSION OF SANDAG ENERGY ROADMAP PROGRAM (APPROVE)

The California Public Utilities Commission recently approved program extensions for several energy efficiency programs across the state, including the SANDAG Energy Roadmap Program with San Diego Gas & Electric (SDG&E).

Second Vice Chair Janney, Regional Planning Committee Chair, introduced the item.

Susan Freedman, Senior Regional Planner, gave the presentation which included an update on the energy planning and engineering services provided by the program thus far.

Action: Upon a motion by Mayor Morrison, and a second by Councilmember Lesa Heebner (Solana Beach), the Board of Directors approved an amendment to the FY 2013 Program Budget and Overall Work Program to accept $1,262,660 of grant funds from SDG&E to extend the Energy Roadmap Program for an additional two years. Yes – 18 (weighted vote, 100%). No – 0 (weighted vote, 0%). Abstain – 0 (weighted vote, 0%). Absent – San Marcos.

12. PROPOSED FY 2013 BUDGET AMENDMENT: PALOMAR STREET GRADE SEPARATION PROJECT REPORT AND ENVIRONMENTAL DOCUMENT (APPROVE)

Mayor Don Higginson (Poway) introduced the item.

John Dorow, Senior Transportation Engineer, presented the item.

Action: Upon a motion by Mayor Cheryl Cox (Chula Vista), and a second by Mayor Madrid, the Board of Directors: (1) authorized the Executive Director to execute all documents necessary to enable SANDAG to accept $750,000 from the City of Chula Vista to fully fund the preparation of a Project Report and Environmental Document for a proposed rail/highway grade separation project at Palomar Street and the Blue Line Trolley; and (2) amended the SANDAG FY 2013 Program Budget and Overall Work Program to increase work element 3101800 - CV Light Rail Trolley Improvement Study, in the amount of $750,000. Yes – 18 (weighted vote, 100%). No – 0 (weighted vote, 0%). Abstain – 0 (weighted vote, 0%). Absent – San Marcos.
13. PROPOSED 2013 LEGISLATIVE PROGRAM (APPROVE)

Consistent with past programs, the proposed legislative program for calendar year 2013, includes policies and proposals for possible federal and state legislation and local activities.

Mayor Higginson introduced the item.
Kim Kawada, TransNet and Legislative Affairs Program Director, presented the item.

Action: Upon a motion by Second Vice Chair Janney, and a second by Mayor Morrison, the Board of Directors approved the 2013 SANDAG Legislative Program as amended (without Goal No. 7B). Yes – 17 (weighted vote, 97%). No – El Cajon (weighted vote, 3%). Abstain – 0 (weighted vote, 0%). Absent – San Marcos.

Action: Upon a motion by Mayor Morrison, and a second by Mayor Mary Sessom (Lemon Grove), the Board of Directors approved the 2013 SANDAG Legislative Program with Revised Goal No. 7B. Yes – 14 (weighted vote, 73%). No – Carlsbad, San Diego County, El Cajon, and Escondido (weighted vote, 27%). Abstain – 0 (weighted vote, 0%). Absent – San Marcos.

14. CONTINUED PUBLIC COMMENTS

There were no continued public comments.

First Vice Chair Dale adjourned to closed session at 10:11 a.m.


16. CLOSED SESSION-CONFERENCE WITH LEGAL COUNSEL IN ANTICIPATION OF LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(b) (3) (C) - EIGHT POTENTIAL CASES

Second Vice Chair Janney reconvened into open session at 11:05 a.m.

John Kirk, General Counsel, reported the following out of closed session:

The Board of Directors met in closed session and took the following actions: regarding Item No. 15, the Board was briefed, and there was no reportable action; and regarding Item No. 16, the Board was briefed, and the Board voted with one no vote by Chula Vista to direct the Office of General Counsel to reject all eight potential claims.

17. UPCOMING MEETINGS

The next Board Policy meeting is scheduled for Friday, January 11, 2013, at 10 a.m. The next Board Business meeting is scheduled for Friday, January 25, 2013, at 9 a.m.

18. ADJOURNMENT

Second Vice Chair Janney adjourned the meeting at 11:06 a.m.

Attachment: Attendance sheet
## ATTENDANCE
### SANDAG BOARD OF DIRECTORS MEETING
### DECEMBER 21, 2012

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<td>City of Imperial Beach</td>
<td>Jim Janney, 2nd Vice Chair (Primary)</td>
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<td>Yes</td>
</tr>
<tr>
<td>City of Poway</td>
<td>Don Higginson (Primary)</td>
<td>Yes</td>
</tr>
<tr>
<td>City of San Diego - A</td>
<td>Lorie Zapf (1st Alt.)</td>
<td>Yes</td>
</tr>
<tr>
<td>City of San Diego - B</td>
<td>Anthony Young (Primary, Seat B)</td>
<td>No</td>
</tr>
<tr>
<td>City of San Marcos</td>
<td>Jim Desmond (Primary)</td>
<td>No</td>
</tr>
<tr>
<td>City of Santee</td>
<td>Jack Dale, 1st Vice Chair (Primary)</td>
<td>Yes</td>
</tr>
<tr>
<td>City of Solana Beach</td>
<td>Lesa Heebner (Primary)</td>
<td>Yes</td>
</tr>
<tr>
<td>City of Vista</td>
<td>Judy Ritter (Primary)</td>
<td>Yes</td>
</tr>
<tr>
<td>County of San Diego - A</td>
<td>Ron Roberts (Primary, Seat A)</td>
<td>Yes</td>
</tr>
<tr>
<td>County of San Diego - B</td>
<td>Bill Horn (Primary, Seat B)</td>
<td>Yes</td>
</tr>
<tr>
<td>Caltrans</td>
<td>Laurie Berman (1st. Alt.)</td>
<td>Yes</td>
</tr>
<tr>
<td>MTS</td>
<td>Harry Mathis (Primary)</td>
<td>No</td>
</tr>
<tr>
<td>NCTD</td>
<td>Chris Orlando (Primary)</td>
<td>Yes</td>
</tr>
<tr>
<td>Imperial County</td>
<td>Sup. John Renison (Primary)</td>
<td>No</td>
</tr>
<tr>
<td>US Dept. of Defense</td>
<td>CAPT Allan Stratman (Alternate)</td>
<td>Yes</td>
</tr>
<tr>
<td>SD Unified Port District</td>
<td>Lou Smith (Primary)</td>
<td>Yes</td>
</tr>
<tr>
<td>SD County Water Authority</td>
<td>Javier Saunders (Primary)</td>
<td>Yes</td>
</tr>
<tr>
<td>Baja California/Mexico</td>
<td>Remedios Gómez-Arnau (Primary)</td>
<td>Yes</td>
</tr>
<tr>
<td>Southern California Tribal Chairmen's Association</td>
<td>Allen Lawson (Co-Primary)</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Edwin Romero (Co-Primary)</td>
<td>No</td>
</tr>
</tbody>
</table>
ACTIONS FROM POLICY ADVISORY COMMITTEES

The following actions were taken by the Policy Advisory Committees since the last Board of Directors meeting.

EXECUTIVE COMMITTEE MEETING (January 11, 2013)

The Executive Committee took the following actions or recommended the following approvals:

- Approved the Board of Directors agenda for the January 25, 2013, meeting.

TRANSPORTATION COMMITTEE MEETING (January 18, 2013)

The Transportation Committee is scheduled to take the following actions or recommend the following approvals:

- Approve Resolution No. 2013-13, adopting Amendment No. 1, a regular quarterly formal amendment to the 2012 Regional Transportation Improvement Program (RTIP) that reflects changes to projects as requested by member agencies. The 2012 RTIP is the multiyear program of proposed major highway, arterial, transit, and bikeway projects in the San Diego region.

- Approve a budget increase to Capital Improvement Program (CIP) 1210050 Communications Upgrades project in the amount of $370,131, and the creation of a new capital project CIP 1130300 San Diego State University (SDSU) Station Closed-Circuit Television (CCTV) Upgrades in the amount of $267,283, and authorize the Executive Director to enter into an agreement to accept funding for each project from Metropolitan Transit System for the purpose of implementing the installation of upgraded and additional CCTV security camera improvements to enhance security at trolley stations on the Orange Line and at the SDSU station on the Green Line.

- Recommend that the Board of Directors authorize the Executive Director to execute Addendum 18 to the master Memorandum of Understanding between North County Transit District and SANDAG that addresses roles and responsibilities of each organization in the delivery of capital projects.

- Recommend that the Board of Directors approve an amendment to the FY 2013 Program Budget to transfer $1.15 million from CIP 1143500 Trestle Bridge Replacement to CIP 1143600 San Luis Rey Transit Center. The Trestle Bridge Replacement project has unused American Recovery and Reinvestment Act of 2009 (ARRA) funds that need to be expended prior to fall 2013. This amendment proposes to transfer the remaining unused ARRA funds to the San Luis Rey Transit Center project, adding a new security and communications building to the work under construction.
PUBLIC SAFETY COMMITTEE MEETING (January 18, 2013)

The Public Safety Committee is not scheduled to take any actions at this meeting.

Staff will update the Board of Directors if the actual actions taken by the Transportation and Public Safety Committees on January 18, 2013, differ from those described in this report.

GARY L. GALLEGOS
Executive Director
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Introduction

Federal regulations require the adoption of an Equal Employment Opportunity (EEO) Program as a condition of receipt of federal funds. The SANDAG administrative policies and procedures mandate equal employment opportunities in recruitment, hiring, and employment for both applicants and employees. The agency also has policies that forbid discrimination and provide grievance procedures for employees and visitors to SANDAG who believe they have been a victim of discrimination.

In accordance with SANDAG Board Policy No. 007: Equal Employment Opportunity Program, this report summarizes employment results for 2012, as well as reviews EEO Program goals for the upcoming year.

Discussion

2012 Employment Results

Since January 1, 2012, 73 new employees were hired by SANDAG; 24 of these individuals filled vacant regular staff positions and the other 49 filled various contingent staff positions (limited-term, interns, and temporary positions). In addition, 46 former South Bay Expressway (SBX) employees were transitioned to SANDAG in July 2012 as part of the agency's acquisition of the State Route 125 Toll Road.

Of all the recruitments conducted last year, 90 percent of these were external – that is, open to all interested, qualified candidates; the other 10 percent of job openings were open only to current employees. Regardless of whether a recruitment is external or internal, the process of selecting candidates for vacant positions always is conducted in an open, competitive manner consistent with the SANDAG EEO Program.

With each recruitment for regular or limited-term staff positions, notices regarding the job opening are sent to approximately 200 regional contacts that include various minority and multicultural newspapers, websites, governmental agencies, professional organizations, community groups, colleges, and universities. These recruiting sources are used to reach as many qualified applicants as possible from minority ethnic and racial groups as well as female applicants.

Last year, the agency's external recruitment efforts elicited applications from more than 2,100 qualified candidates for regular, limited-term, and intern/temporary staff positions. As part of the application process, each candidate is invited to voluntarily provide demographic information. Based on data provided by candidates in 2012, 43.9 percent of those who provided information
were female and 48.5 percent were from minority groups. These statistics compare quite favorably to the San Diego region Civilian Labor Force (from Census 2010 data) in which 45.5 percent of the population is female and 46.8 percent are from minority groups. Further, of the 73 new employees hired through our recruitment program last year, 54.8 percent were female and 38.4 percent were from minority groups.

During the past year, 38 employees were promoted to higher level positions; 12 of these individuals were promoted after successfully competing in either internal or external recruitments. Of the group of 38 promoted staff, 63.2 percent were female and 47.4 percent were from minority groups.

With the staffing changes that occurred in 2012, the demographic profile of the agency’s employee group has remained reasonably consistent. At 2012 year end, 54.4 percent of agency employees were female – compared to 54.5 percent at the end of 2011, and 45.3 percent were from minority groups – compared to 40.5 percent last year.

**EEO Program Goals for 2013**

The SANDAG goal for the EEO Program is to ensure that minorities and women are represented in each job category in at least the same percentage as the ethnic, racial, and female population of the relevant labor market. For the Officials/Managers job category, the relevant labor market is the United States Labor Force, because SANDAG typically conducts nationwide recruitments to fill Executive-level positions. For all other job categories, the relevant labor market is the San Diego Region Labor Force. The agency has continued its effort towards meeting its EEO Program goal via gender-neutral and race-neutral means through outreach and advertising. During the past year, SANDAG has, for the most part, maintained the overall level of representation of female and minority employees. The table below summarizes 2012 results for each of the five job categories in the agency’s EEO Program along with comparisons to both the United States and San Diego Region Labor Forces.

**2012 EEO PROGRAM RESULTS**

as of December 31, 2012

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Number of Employees</th>
<th>United States Labor Force*</th>
<th>San Diego Region Labor Force*</th>
<th>SANDAG 2012 Results</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Minority</td>
<td>Female</td>
<td>Minority</td>
</tr>
<tr>
<td>Officials/Managers</td>
<td>17</td>
<td>20%</td>
<td>40%</td>
<td>31%</td>
</tr>
<tr>
<td>Professionals</td>
<td>172</td>
<td>25%</td>
<td>55%</td>
<td>35%</td>
</tr>
<tr>
<td>Technicians</td>
<td>80</td>
<td>27%</td>
<td>55%</td>
<td>48%</td>
</tr>
<tr>
<td>Administrative Support</td>
<td>57</td>
<td>28%</td>
<td>63%</td>
<td>46%</td>
</tr>
<tr>
<td>Service-Maintenance**</td>
<td>12</td>
<td>42%</td>
<td>42%</td>
<td>66%</td>
</tr>
</tbody>
</table>


**The Service-Maintenance job category has been added to reflect new types of employee positions required for toll road operations.

It is anticipated that the number of opportunities to fill staff positions within the next year will be similar to previous years, and when such opportunities are available, SANDAG will continue its efforts to market the availability of positions to female and minority populations through outreach efforts.
Conclusion

SANDAG values diversity and recognizes that numerous, different perspectives are important if it is to solve problems and create effective, long-term plans for all citizens of the San Diego region. The agency’s sensitivity to minority group members and women transcends the legal requirements for equal employment opportunity. Employment of representatives of every protected group on the SANDAG staff will lend validity and credibility to the communities that SANDAG serves and provide valuable insight into the impacts of policies on all communities in the San Diego region.

GARY L. GALLEGOS
Executive Director

Key Staff Contact: Laura Coté, (619) 699-6947, Laura.Coté@sandag.org
REPORT SUMMARIZING DELEGATED ACTIONS TAKEN BY EXECUTIVE DIRECTOR

Introduction

Board Policy requires that various actions executed at the staff level be reported to the Board of Directors on a monthly basis. In addition, this report includes a summary of the San Diego Service Authority for Freeway Emergencies (SAFE) expenditures approved by the Executive Director pursuant to Board authorization.

Discussion

Board Policy No. 003

Board Policy No. 003: Investment Policy states a monthly report of all investment transactions shall be submitted to the Board. Attachment 1 contains the reportable investment transactions for November 2012.

Board Policy No. 017

Board Policy No. 017: Delegation of Authority requires the Executive Director to report to the Board certain actions taken at the next regular meeting.

Section 4.1 of the policy authorizes the Executive Director to enter into agreements not currently incorporated in the budget and make other modifications to the budget in an amount up to $100,000 per transaction, so long as the overall budget remains in balance. Attachment 2 contains the reportable budget actions for December 2012.

Section 4.9 of this policy authorizes the Executive Director to settle all lawsuits, alternative dispute matters, and claims that SANDAG must defend when the settlement amount does not exceed $100,000. On October 5, 2012, SANDAG received a claim in the amount of $3,000 from the owner of the commercial office building located at 550 West C Street. The claim alleged that SANDAG was responsible for cracked tile and grout located in various areas of the plaza outside the building and adjacent to where trolley improvement work for the Orange Line was completed. SANDAG staff evaluated the claim and recommended payment of the claimed amount based on an inspection of the damaged area, the reasonable connection between the heavy construction activities adjacent to the location of the claimed damage, as well as the potential cost of litigating the matter relative to the amount of the claim. SANDAG evaluated the potential of seeking reimbursement for the claim from the trolley improvement contractor, but ultimately found no evidence of any corresponding negligent action by the contractor and that the damages could reasonably have occurred even in the absence of any such negligence.
**Board Policy No. 035**

Board Policy No. 035: Competitive Grant Program Procedures, authorizes the Executive Director to approve request by grantees for project schedule extensions of up to six months. The policy requires the Executive Director to report to the Board actions taken at the next regular meeting. There is one delegated action to report to the Board for December 2012:

TransNet Environmental Mitigation Program:

- The Invasive Control Pepperweed Project (County of San Diego) was granted a six-month schedule extension (Contract No. 5001592). The contract budget will remain the same at $43,444.

**San Diego SAFE Expenditures**

At its September 28, 2012, meeting, the Board of Directors authorized the Executive Director to approve SAFE expenditures between September 13, 2012, and January 1, 2013, subject to the following conditions:

- Funding for the expenditure is provided in the approved FY 2012-2013 SAFE Budget; and
- The incurred expenditure is consistent with the terms and conditions of SAFE contracts in effect prior to September 13, 2012; or if not related to an existing contract, the expenditure is consistent with prior expenditures reasonably incurred in the normal business of SAFE; and
- SAFE provides adequate documentation supporting payment of the expenditure.

Attachment 3 summarizes the expenditures approved by the Executive Director for December 2012.

GARY L. GALLEGOS  
Executive Director

2. Budget Transfers and Amendments for December 2012  
3. SAFE expenditures for December 2012

Key Staff Contact: André Douzdjian, (619) 699-6931, Andre.Douzdjian@sandag.org
## MONTHLY ACTIVITY FOR INVESTMENT SECURITIES TRANSACTIONS FOR NOVEMBER 1 THROUGH NOVEMBER 30, 2012

<table>
<thead>
<tr>
<th>Transaction</th>
<th>Maturity Date</th>
<th>Security</th>
<th>Par Value</th>
<th>Original Cost</th>
<th>Yield to Maturity at Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BOUGHT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11/01/2012</td>
<td>05/31/2015</td>
<td>US TREASURY NOTES</td>
<td>$6,400,000.00</td>
<td>$6,690,500.00</td>
<td>0.35%</td>
</tr>
<tr>
<td>11/14/2012</td>
<td>12/21/2015</td>
<td>FANNIE MAE GLOBAL NOTES</td>
<td>2,900,000.00</td>
<td>2,893,243.00</td>
<td>0.45%</td>
</tr>
<tr>
<td>11/27/2012</td>
<td>12/01/2015</td>
<td>WALT DISNEY CO GLOBAL NOTES</td>
<td>385,000.00</td>
<td>382,131.75</td>
<td>0.70%</td>
</tr>
<tr>
<td>11/29/2012</td>
<td>11/15/2015</td>
<td>US TREASURY NOTES</td>
<td>4,150,000.00</td>
<td>4,656,591.80</td>
<td>0.35%</td>
</tr>
<tr>
<td>11/07/2012</td>
<td>08/14/2017</td>
<td>FEDERAL HOME LN MTG CORP</td>
<td>3,000,000.00</td>
<td>3,039,870.00</td>
<td>0.27%</td>
</tr>
<tr>
<td>11/30/2012</td>
<td>09/20/2017</td>
<td>FEDERAL NATL MTG ASSN</td>
<td>3,500,000.00</td>
<td>3,508,400.00</td>
<td>0.70%</td>
</tr>
<tr>
<td><strong>TOTAL BOUGHT:</strong></td>
<td></td>
<td></td>
<td>$20,335,000.00</td>
<td>$21,170,736.55</td>
<td>0.42%</td>
</tr>
<tr>
<td><strong>MATURED</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11/30/2012</td>
<td>11/30/2012</td>
<td>US TREASURY NOTES</td>
<td>$3,000,000.00</td>
<td>$2,993,906.25</td>
<td>0.62%</td>
</tr>
<tr>
<td><strong>TOTAL MATURED:</strong></td>
<td></td>
<td></td>
<td>$3,000,000.00</td>
<td>$2,993,906.25</td>
<td>0.62%</td>
</tr>
<tr>
<td><strong>SOLD</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11/01/2012</td>
<td>10/31/2013</td>
<td>US TREASURY NOTES</td>
<td>$4,140,000.00</td>
<td>$4,314,979.69</td>
<td>0.27% *</td>
</tr>
<tr>
<td>11/01/2012</td>
<td>11/27/2013</td>
<td>FEDERAL HOME LOAN BANK GLOBAL NOTES</td>
<td>2,500,000.00</td>
<td>2,501,475.00</td>
<td>0.34% *</td>
</tr>
<tr>
<td>11/14/2012</td>
<td>07/31/2015</td>
<td>US TREASURY NOTES</td>
<td>2,800,000.00</td>
<td>2,914,296.88</td>
<td>0.33% *</td>
</tr>
<tr>
<td>11/29/2012</td>
<td>11/27/2013</td>
<td>FEDERAL HOME LOAN BANK GLOBAL NOTES</td>
<td>5,000,000.00</td>
<td>4,993,050.00</td>
<td>0.45% *</td>
</tr>
<tr>
<td><strong>TOTAL SOLD:</strong></td>
<td></td>
<td></td>
<td>$14,440,000.00</td>
<td>$14,723,801.57</td>
<td>0.71%</td>
</tr>
</tbody>
</table>

*Proceeds from this sale were used to purchase a similar security while maintaining roughly the same maturity and yield.
## DECEMBER 2012 BUDGET TRANSFERS AND AMENDMENTS

### in '000s

<table>
<thead>
<tr>
<th>PROJECT NUMBER</th>
<th>PROJECT NAME</th>
<th>CURRENT BUDGET</th>
<th>NEW BUDGET</th>
<th>CHANGE</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1200200</td>
<td>Project Biological Mitigation Fund</td>
<td>$271,891.1</td>
<td>$269,290.1</td>
<td>($2,601.0)</td>
<td>Transferred funds from the Project Biological Mitigation Fund project (1200200) to establish new projects and increase budgets for additional services.</td>
</tr>
<tr>
<td>1200210</td>
<td>Zwierstra</td>
<td>$526.0</td>
<td>$1,530.0</td>
<td>$1,004.0</td>
<td>Increase budget for Zwierstra project 1200210 for mitigation for State Route 76 (SR 76) East permit conditions.</td>
</tr>
<tr>
<td>1200211</td>
<td>Tabata</td>
<td>$1,137.0</td>
<td>$1,187.0</td>
<td>$50.0</td>
<td>Increase budget for Tabata project 1200211 for mitigation for SR 76 East permit conditions.</td>
</tr>
<tr>
<td>1200225</td>
<td>Lakeside Linkage - Sprague</td>
<td>$50.1</td>
<td>$50.8</td>
<td>$0.7</td>
<td>Increase budget for Lakeside Linkage - Sprague project 1200225 for work done by Caltrans to determine cost of property.</td>
</tr>
<tr>
<td>1200246</td>
<td>San Ysidro Railyard Mitigation</td>
<td>$0.0</td>
<td>$746.3</td>
<td>$746.3</td>
<td>Establish new Project Biological Mitigation Fund project (1200246) to mitigate for wetland impacts for the San Ysidro Railyard project.</td>
</tr>
<tr>
<td>1200250</td>
<td>West Otay Mesa</td>
<td>$1,081.3</td>
<td>$1,881.3</td>
<td>$800.0</td>
<td>Increase budget for West Otay Mesa project 1200250 for vernal pool mitigation for San Ysidro Railyard project permit conditions.</td>
</tr>
<tr>
<td>1280501</td>
<td>I-805 South: 4 Express Lanes</td>
<td>$28,366.0</td>
<td>$27,702.0</td>
<td>($664.0)</td>
<td>Transfer $664,000 budget savings from the completed I-805 South: 4 Express Lanes Project 1280501 to the I-805 South: 2HOV &amp; DAR project 1280510 for ongoing design efforts.</td>
</tr>
<tr>
<td>1280510</td>
<td>I-805 South: 2HOV &amp; DAR</td>
<td>$202,650.0</td>
<td>$203,314.0</td>
<td>$664.0</td>
<td>Transfer $664,000 budget savings from the completed I-805 South: 4 Express Lanes Project 1280501 to the I-805 South: 2HOV &amp; DAR project 1280510 for ongoing design efforts.</td>
</tr>
<tr>
<td>2300000</td>
<td>Travel Demand Modeling</td>
<td>$628.6</td>
<td>$583.6</td>
<td>($45.0)</td>
<td>Transfer of direct costs and professional services to support new limited term employee in ABM Model development (2300200).</td>
</tr>
<tr>
<td>2301500</td>
<td>Multimodal TSM and TDM Assessment Modeling Tool</td>
<td>$328.8</td>
<td>$256.2</td>
<td>($72.6)</td>
<td>Transfer out of direct costs budget for new limited term employee in ABM Model Development (2300200); transfer out of Professional Services budget for model integration task order in Land Use, Demographic and Econometric Modeling (2300400).</td>
</tr>
<tr>
<td>2300200</td>
<td>Activity-Based Model (ABM) Development</td>
<td>$3,202.2</td>
<td>$3,268.7</td>
<td>$66.5</td>
<td>Additional budget transferred in from 2300000, 2300400, and 2301500 to provide funding for additional staff support.</td>
</tr>
</tbody>
</table>
### DECEMBER 2012 BUDGET TRANSFERS AND AMENDMENTS

#### in '000s

<table>
<thead>
<tr>
<th>PROJECT NUMBER</th>
<th>PROJECT NAME</th>
<th>CURRENT BUDGET</th>
<th>NEW BUDGET</th>
<th>CHANGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>2300400</td>
<td>Land Use, Demographic, and Econometric Modeling</td>
<td>$862.7</td>
<td>$913.8</td>
<td>$51.1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Transfer of staff resources to ABM Model Development (2300200) to support new limited term employee; added contract services for additional modeling consultation.</td>
</tr>
<tr>
<td>3310600 (FY 2013)</td>
<td>Compass Card Program</td>
<td>$1,933.0</td>
<td>$2,005.8</td>
<td>$72.9</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Carryover of project savings from FY 2012 per agreement with transit agencies.</td>
</tr>
<tr>
<td>3310600 (FY 2012)</td>
<td>Compass Card Program</td>
<td>$1,925.4</td>
<td>$1,852.5</td>
<td>($72.9)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Reduction in year end budget due to project savings.</td>
</tr>
</tbody>
</table>
### SAN DIEGO SERVICE AUTHORITY
FOR FREEWAY EMERGENCIES (SD SAFE) EXPENDITURES
DECEMBER 2012

<table>
<thead>
<tr>
<th>INVOICE NUMBER</th>
<th>PURPOSE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>20121137</td>
<td>CASE System, Inc. Moving costs relocate call box inventory</td>
<td>$3,817.28</td>
</tr>
<tr>
<td>20121132</td>
<td>CASE System, Inc. Nov 2012 Maintenance Services</td>
<td>$43,192.48</td>
</tr>
<tr>
<td>007755</td>
<td>Office of County Counsel (Oct 2012)</td>
<td>$1,874.60</td>
</tr>
<tr>
<td>SAFE0111R</td>
<td>MyTransitPlus - Invoice corrections - Amend #3</td>
<td>$2,874.16</td>
</tr>
<tr>
<td>SD1112</td>
<td>MyTransitPlus (Nov 2012)</td>
<td>$4,191.82</td>
</tr>
<tr>
<td>994806714X12062012</td>
<td>AT&amp;T (Nov 2012)</td>
<td>$8,242.78</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$64,193.12</strong></td>
</tr>
</tbody>
</table>
REPORTS ON MEETINGS AND EVENTS ATTENDED ON BEHALF OF SANDAG

Since the last Board of Directors meeting, Board members participated in the following meetings and events on behalf of SANDAG. Key topics of discussion also are summarized.

November 28, 2012: Facilitating Access to Coordinated Transportation (FACT) Board of Directors Meeting
Encinitas, CA

- Solana Beach Deputy Mayor David Roberts participated as the SANDAG representative at this monthly FACT Board of Directors meeting. The FACT Board took the following actions: unanimously approved a resolution in support of six grant applications for Federal Transit Administration New Freedom and TransNet Senior Mini-Grants; reviewed the brokerage service model detailing increases in FACT referrals and RideFACT ridership; and reviewed the final details for the December 12, 2012, FACT Annual Board of Directors Meeting.

December 12, 2012: FACT Annual Board of Directors Meeting
Encinitas, CA

- Solana Beach Deputy Mayor Roberts participated as the SANDAG representative at the FACT Annual Board of Directors meeting. The FACT Board took the following actions: elected Bob Campbell to the position of Chair and David Roberts to the position of Vice Chair for 2013; and unanimously approved minor revisions to the FACT Bylaws, reducing the maximum number of Board seats from 31 to 11, and revising the 2013 FACT Board meeting schedule.

December 17, 2012: Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency Board of Directors meeting
Los Angeles, CA

- Solana Beach Mayor Joe Kellejian attended this meeting as the SANDAG representative and Chair of the LOSSAN Board of Directors. He participated in the LOSSAN Board discussion related to Senate Bill 1225 (Padilla, 2012) regarding local authority for Amtrak’s Pacific Surfliner passenger rail service.

January 9, 2013: Orange Line Trolley Event
San Diego, CA

- Chairman Jack Dale attended this event as the SANDAG representative and Chairman of the Board of Directors. The event marked the grand opening of new Orange Line Trolley stations and the introduction of new low-floor trolley service on the line.
ANNUAL UPDATE ON THE ACTIVITIES OF CRIMINAL JUSTICE RESEARCH AND CLEARINGHOUSE

File Number 2340000

Introduction

As part of the SANDAG Criminal Justice Clearinghouse, regional crime and arrest statistics as well as statistics related to drug use among the offender population are tracked on a regular basis. SANDAG has maintained these statistics since the late 1980s and remains the only regional source for up-to-date historical information. These data provide timely information for policymakers and practitioners interested in how crime and law enforcement’s response varies over time and across jurisdictions. An overview and update of the activities and accomplishments of the Criminal Justice (CJ) Research Unit and the Clearinghouse will be provided.

Discussion

Background

The overall mission of the Criminal Justice Clearinghouse is to provide timely, accurate, and objective information so that policymakers can make informed decisions about resource allocation to prevent, reduce, and control crime. The Clearinghouse was initiated as a pilot program in 1977 with state funds. After the pilot program ended in the mid-1990s, the funding plan expanded to include all of the cities and the County. Over time, the primary functions of the Criminal Justice Research Unit have evolved to include: (1) compiling crime and arrest trends; (2) serving as a resource for information about crime and justice for member agencies and provider agencies (justice and social services); (3) conducting independent and objective assessments of specific programs geared to address crime and social issues through additional dedicated funding; and (4) providing staff support to the Public Safety Committee.

Analysis of Crime Trends

Since public safety is an important concern to the public, the compilation of regional crime statistics provides a means to monitor changes in scope and nature, as well as the effectiveness of different public safety responses. Clearinghouse reports also include an interpretation of the most significant trends and changes. Without this effort, there would be no single and timely source for this information. During the past year, a total of nine CJ Bulletins and twelve monthly CJ Faxes were distributed across the region. Some topics highlighted in these products included regional crime and arrest statistics, public safety budgets, and drug use trends among arrestees. In addition, reflecting the Research Unit’s responsiveness to the information needs of local stakeholders, CJ Faxes provided regional statistics regarding offenders now under local supervision and detention as part of public safety realignment and the first summary of regional statistics regarding outstanding warrants for wanted suspects across the region. A recent survey of Clearinghouse users revealed that more than nine in ten respondents feel these publications are useful, relevant, and easy-to-read.
Resources and Information

The Clearinghouse maintains an extensive database on crime and research about crime prevention and control programs. Member agencies and justice entities use the data to generate funding support for new programs, draft legislative proposals, develop local ordinances, and allocate resources. Presentations also are made to community groups regarding what works to prevent crime and key public safety issues. SANDAG Criminal Justice Research staff members serve on a number of boards and commissions (including the Juvenile Justice Coordinating Council, Community Corrections Partnership, Methamphetamine Strike Force, and San Diego Reentry Roundtable), sharing their knowledge and experience regarding key public safety and health issues, and how process and impact evaluations can be effectively conducted to determine what about a program is working best. Staff also supported the SANDAG Executive Director in his role as a member of the City of San Diego’s Commission for Gang Prevention and Intervention. During the past year, noteworthy efforts have included providing regional statistics regarding prescription drug abuse among the arrestee population for the County’s first report card on this issue, continuing to distribute information to new audiences through presentations and written articles, and documenting changes in public safety trends from around the country.

Independent and Objective Assessment of Programs

The program evaluation component of the Clearinghouse requires staff to be apprised of current funding sources and knowledgeable about topical issues in criminal justice in order to develop competitive proposals. Most new programs require an outside evaluator to assess program effectiveness and to determine if the program was implemented as intended. The Clearinghouse work element provides the resources that allow staff to write grant proposals and explore funding opportunities, as well as assist local agencies in writing the research design component of their grant proposals. In the past year, staff collaborated with several member agencies on grant proposal submissions and/or federally-funded grant projects, demonstrating the strong partnerships that exist. Key efforts that continued or were completed during the past year include an evaluation of the regional implementation of Graffiti Tracker, a needs assessment of a Chula Vista neighborhood that resulted in useful information to document need and assisted the local agency in receiving substantial implementation funding to initiate positive change, and an evaluation of the Senate Bill 618 (Speier, 2006) Reentry Project that informed current re-entry efforts as part of realignment.

Public Safety Committee

Since the Public Safety Committee was formed in 2003, staff support has been provided by the Criminal Justice Research Unit. The Public Safety Committee is unique in that it is composed of six elected officials and nine public safety representatives, as well as five advisory members, from local, state, and federal agencies. This cross-representation offers a number of benefits and opportunities by bringing together policymakers and law enforcement professionals, administrators, fire and emergency medical services, and homeland security officials to facilitate cost-effective information sharing and to improve the integration of research findings in support of public safety activities. During the past year, numerous information and discussion items were presented to the Public Safety Committee regarding Clearinghouse products, including crime statistics and public safety budget issues, as well as the results of local evaluations.
ADDENDUM 18 TO THE MASTER MEMORANDUM OF UNDERSTANDING WITH THE NORTH COUNTY TRANSIT DISTRICT AND METROPOLITAN TRANSIT SYSTEM

Introduction

SANDAG develops capital projects in the North County Transit District (NCTD) service area in accordance with Senate Bill 1703 (Peace, 2003). An addendum to the Master Memorandum of Understanding (MOU) between the two agencies has been drafted to define the roles and responsibilities of each party during capital project development and construction. This master MOU addendum would replace the need for individual MOUs for each specific capital project.

Discussion

The SANDAG capital improvement program (CIP) currently includes 21 projects to develop bus and rail facilities that will be operated by NCTD. Rather than develop individual MOUs for each project, a draft addendum to the Master MOU has been prepared outlining the roles and responsibilities of SANDAG and NCTD for all capital projects (Attachment 1).

The following highlights the major points of the addendum to the Master MOU:

1. As owner and operator of the facility, NCTD will have final approval on all items affecting bus and rail operations, safety, and maintenance.

2. Assistance by NCTD staff, its consultants, or vendors in the delivery of a capital project will be considered a project cost and reimbursed from the project budget. (The addendum also provides for similar reimbursement if NCTD chooses to utilize SANDAG staff or consultants in the delivery of a project for which NCTD is the lead.)

3. A budget and schedule of NCTD’s assistance will be established for each project prior to commencing work.

4. SANDAG will develop a project management plan for each project with an estimated value in excess of $2 million.

5. NCTD will establish construction absolute work windows for the full or partial closure of the railroad in accordance with its Policy No. 23 (Attachment 2).

Recommendation

The Transportation Committee recommends the Board of Directors authorize the Executive Director to execute Addendum 18 to the Master Memorandum of Understanding between the North County Transit District, Metropolitan Transit System, and SANDAG that addresses roles and responsibilities of each organization in the delivery of capital projects in substantially the same form as Attachment 1.
The Transportation Committee reviewed the draft MOU at its January 18, 2013, meeting and recommended forwarding it to the Board of Directors for approval.

GARY L. GALLEGOS
Executive Director

Attachments: 1. Draft Addendum 18 to the Master MOU between SANDAG and NCTD
2. NCTD Policy No. 23: Railroad Construction Scheduling and Management

Key Staff Contact: Jim Linthicum, (619) 699-1970, Jim.Linthicum@sandag.org
ADDENDUM 18 TO THE MASTER MEMORANDUM OF UNDERSTANDING BETWEEN THE
SAN DIEGO ASSOCIATION OF GOVERNMENTS, THE NORTH COUNTY TRANSIT DISTRICT, AND
THE METROPOLITAN TRANSIT SYSTEM CONCERNING COOPERATIVE WORK EFFORTS,
PROJECT DEVELOPMENT AND IMPLEMENTATION OF CAPITAL PROJECTS

This Addendum 18 is made and entered into this _____ day of _____________, 2013, by the San Diego
Association of Governments (“SANDAG”), the North County Transit District, existing and operating
pursuant to Public Utilities Code section 125000 et seq., formerly the North San Diego County Transit
Development Board (“NCTD”) and the Metropolitan Transit System (“MTS”), individually referred to as
“Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Parties described their functions and responsibilities in the Master Memorandum
of Understanding, which defines the functions and responsibilities for the three agencies dated April 23,
2004 (“Master MOU”); and

WHEREAS, the Master MOU and Addendum One provide that NCTD and SANDAG shall enter
into addenda to the Master MOU for each capital project that will provide for and define the functions and
responsibilities of SANDAG and NCTD with respect to said capital project; and

WHEREAS, SANDAG and NCTD have determined that it is not necessary to have a separate
addendum to the Master MOU for every project; and

WHEREAS, SANDAG implements transit construction projects in the region and on the rail lines
operated by NCTD pursuant to Senate Bill (SB) 1703; and

WHEREAS, NCTD carries out local and minor capital improvement projects, and capital projects
for both NCTD and SANDAG are sometimes collectively referred to herein as capital improvement
projects (CIPs); and

WHEREAS, the Parties recognize that NCTD, as the operator, will have final approval on all
items affecting rail operations, maintenance, and safety; and

WHEREAS, it is the intent and desire of the Parties to enter into a positive partnership to support
the design and construction of the Projects; and

WHEREAS, NCTD’s and SANDAG’s employees, consultants and contractors have unique
capabilities and it is in the best interest of the NCTD, SANDAG and the public if NCTD and SANDAG
have the flexibility to utilize each other’s human resources when working on projects in a coordinated
manner; and

WHEREAS, the CIPs may include construction and upgrading of stations and platforms, track
work, rail, wayside, and railroad structures, signal systems, control systems, bus transit guideways, bus
transit centers and stations, bus and rail maintenance facilities, and the repair and rehabilitation of these
facilities, and associated improvements to provide for safe and efficient transit and rail operation; and

WHEREAS, from time to time various emergency repair projects are necessitated due to sudden
or unforeseen situations in which injury to persons, or significant injury to property or interruption of a
public service will occur if immediate action is not taken (“Emergency Repairs”); and

WHEREAS, the Parties recognize that each Emergency Repair will present unique
circumstances that must be addressed, but nonetheless desire to establish basic guidelines which, in
combination with the general principles established through the Master MOU and this and other addenda
thereto will define the functions and responsibilities in the rapid and efficient pursuit of such Emergency
Repairs; and

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Contract No.: 5000710
Addendum 18
WHEREAS, the implementation of the CIPs and Emergency Repairs benefits regional transit and transportation goals through continued and expanded transit and freight capacity and accessibility; and

WHEREAS, the CIPs and Emergency Repairs will consist of implementing each project through design, construction and start-up in a coordinated manner on existing NCTD, MTS, SANDAG or third party owned rights-of-way; and

WHEREAS, implementation of such CIPs and Emergency Repairs will also involve construction during hours of rail and transit operations and coordinating the times and durations of construction activities in the operating right of way is required to limit disruption of rail services and provide for safe and cost-effective construction; and

WHEREAS, funding for the CIPs, Emergency Repairs and other projects covered by this Addendum may include local, state and federal funds each with specific requirements applicable to use of those funds; and

WHEREAS, the Parties seek to implement a single addendum to the Master MOU that clarifies the responsibilities of the Parties when they are coordinating their efforts on CIPs, Emergency Projects, or projects meriting use of the other Party’s resources, but want to allow the terms of this Addendum to be supplemented with project specific details and agreements, in a form substantially similar to Exhibit A “Addendum 18 Project Scope of Work”; and

WHEREAS, the provisions in this Addendum are intended to be implemented, to the greatest extent possible, in harmony with the principles and responsibilities established through the Master MOU and the other addenda thereto; and

WHEREAS, MTS has agreed to assist with facilitating the construction of CIPs on the San Diego Subdivision as owner of a section of the rail right of way (“ROW”) from MP 245.7 to MP 267.5, utilized by NCTD and will coordinate with utility owners, support the real estate acquisition, and provide assistance obtaining easements from property owners within a project’s limits when the project will occur in MTS ROW; and

WHEREAS, NCTD has operational and maintenance responsibility for the entire San Diego Subdivision and MTS is a signatory to this Addendum solely due to its role as the owner of a portion of the San Diego Subdivision ROW utilized by NCTD since MTS has entered into a separate addendum with SANDAG (Addendum 17 to the Master MOU), which governs its contractual relationship on covered projects as between SANDAG and MTS that do not involve NCTD and this Addendum is intended to govern the relationship between SANDAG and NCTD for projects within the scope of this Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

A. FUNDING AND REIMBURSEMENT OF PROJECT COSTS FOR ALL PROJECT TYPES

1. SANDAG and NCTD will work collaboratively to secure any funds that are needed for projects that will benefit NCTD. SANDAG and NCTD shall have no obligation to proceed with a project until such funds are identified.

2. The Parties shall comply with the laws, regulations and funding requirements for any funding sources used to fund a project covered by this Addendum. At the time a budget is under development for a project on which SANDAG will be providing funding, SANDAG will notify NCTD of the funding types that will be used so that NCTD will have notice of the requirements that will apply. This obligation includes execution of any implementing agreements by NCTD with its third party contractors bus and rail transit contractors or
their successors, to maintain federal and state funded transit and freight rail infrastructure provided as part of a project that is not maintained exclusively by NCTD. Where funding obligations or commitments are required from the other Party, a separate project specific funding agreement may be approved in accordance with the Parties’ policies.

3. **Budgets.** SANDAG shall develop and update budgets for projects covered by this Addendum. The budgets will be divided into line items for major elements of work. Changes to a SANDAG budgeted project shall be made in accordance with the relevant NCTD or SANDAG policy. On an annual basis, the SANDAG Board shall approve the budget for all CIP and Overall Work Program (OWP) projects and identify funding as an element within the SANDAG Overall Program Budget. SANDAG shall be responsible for developing, securing and administering funding for each project in its Overall Program Budget. Prior to the approval of the annual SANDAG Overall Program Budget, SANDAG and NCTD shall meet and confer on the projects that involve NCTD and the scope and funding sources for those projects, and shall agree on the project budget, scope and schedule for each project. Funding sources under NCTD control and approved by both agencies for inclusion in a project budget shall be transferred to SANDAG by NCTD within 90 days of approval of the SANDAG Overall Program Budget, unless constraints outside of either Parties’ control preclude doing so. Changes to funding for a project that may be required after Budget approval by the relevant Party shall be made in accordance with the relevant NCTD or SANDAG policy. In the event that one Party notifies the other Party that the budget amount for a project will be exceeded, the Parties will meet to discuss whether an amendment to SANDAG’s or NCTD’s budget for the project is appropriate.

4. **Cost Estimates.** The applicable Parties, shall submit their estimated project costs to the Project Lead, within thirty (30) days of Project Lead providing notice that it will be preparing an Addendum 18 Project Scope of Work and budget for a project. The applicable Party(ies’) budget(s) may include administrative and design review costs for staff, consultants, and other third parties, consultants’ fees, attorney’s fees, owner inspection fees, return-to-service inspection fees, end-of-job inspection fees, bus bridge, and flag-protection fees, and the Project Lead shall include estimated costs as mutually agreed by the Parties, in its budget for a project. All agreed and budgeted staff and consultant time shall be billable to the relevant project and shall be considered “Project Costs.”

5. **Cost Records.** SANDAG and NCTD shall maintain full and complete accounting records of all costs for any project covered by this Addendum in accordance with generally accepted accounting principles. These accounting records shall be maintained for at least four (4) years following completion of a project and shall be available for inspection by either Party, or state or federal officials, with reasonable notice, during normal business hours.

6. **SANDAG Services.** NCTD shall reimburse SANDAG for services SANDAG provides, if such services are requested by NCTD, including but not limited to staff support, consultant services and, construction management when SANDAG provides support and services for NCTD. Services by SANDAG could include, but are not limited to, work on CIP projects such as capital infrastructure maintenance and security improvements, equipment replacement; and systems upgrades. SANDAG services could also include work on NCTD transit planning projects. The scope and budget for SANDAG services, including consultant services, shall be agreed to in advance. SANDAG shall track its costs separately and invoice NCTD monthly.
7. **NCTD Services.** SANDAG shall reimburse NCTD for services NCTD provides, including but not limited to staff support and consultant services when NCTD provides support and services for SANDAG. SANDAG will reimburse NCTD for review of capital projects, support of construction of such capital projects, and safety/project acceptance activities. SANDAG shall also reimburse NCTD for services NCTD provides in the development and implementation of the design and construction of a CIP. Applicable services NCTD may provide to SANDAG pursuant to this Addendum include but are not limited to the following as described and conditioned below:

a. Flagging costs, including flagging during design, construction and utility relocations. Cost shall be for actual hours for the Employee in Charge (EIC) and each flagger assigned. For construction requiring more than two concurrent flagging operations, costs for a supervisor shall be reimbursed. Labor hours for travel time to a work site shall not exceed one hour.

b. Project review and coordination costs by NCTD staff, consultants and contractors during all phases of a project.

c. Busing costs required to move patrons around a transit system closure required for project construction. Cost shall include all reasonable operating expenses to perform the bus bridge or bus service. Savings from other bus or rail services not provided as a result of the work shall be credited to the cost of the Project.

d. Public relations personnel required to provide patron information and direction of service changes caused by project construction. Cost shall be based on actual hours. For disruptions requiring more than two concurrent work locations, costs for a supervisor shall be reimbursed. Labor hours for travel time to a work site shall not exceed one hour.

e. Field security personnel requested by SANDAG or required to protect NCTD property or patrons during project construction. Cost shall be based on actual hours. For security requiring more than two concurrent work locations costs for a supervisor shall be reimbursed. Labor hours for travel time to a work site shall not exceed one hour.

f. Document support personnel to process documentation into an NCTD tracking and filing system for warranties, and as-builts, to set up maintenance tracking and to research documentation pertaining to existing facilities, as may require as part of a project. NCTD shall request and justify such support to the SANDAG Project Manager. Cost shall be based actual hours.

g. Wayside support including switch tenders, signal maintainers, and supervisors shall be reimbursed for projects requiring the continuing presence of these workers. Where projects require presence of NCTD wayside personnel for the work described, SANDAG shall reimburse NCTD wayside labor costs. Cost shall be based on actual hours for each wayside worker assigned. For construction requiring more than two concurrent wayside operations costs for a supervisor shall be reimbursed. Labor hours for travel time to a work site shall not exceed one hour.

h. Operations, Wayside, Vehicle, Public Relations and Security professional level managers and supervisors required for the project may be approved by SANDAG if such hours are included in the preapproved project budget.

i. Project monitoring, mitigation and reporting services conducted during and after the project as required by project permitting and approvals.
j. Consultant and attorney services, and material and equipment contracted by NCTD and required for the project may be approved by SANDAG if included in the preapproved project budget.

k. SANDAG will pay actual labor costs for project management of SANDAG CIPs where SANDAG has agreed that NCTD will provide a Project Manager for a project.

8. Invoicing. For all reimbursable costs due under this Addendum, NCTD or SANDAG will issue an Addendum 18 Project Scope of Work, in substantially the same form as Exhibit A, which will reference this Addendum and thereby incorporate its terms and conditions. The invoicing Party shall submit an invoice with approved time sheets for Project Managers and other personnel assigned to a project. For all undisputed amounts, the reimbursing Party shall reimburse the invoicing Party within 15 days of receiving an invoice in order to permit payment to the invoicing Party’s contractors on a timely basis. If applicable, together with the reimbursement, the reimbursing Party shall transmit written notice to the invoicing Party identifying any disputed items and requesting further documentation/justification regarding such items. Within 30 days of receipt of further documentation/justification on such disputed item amounts, the reimbursing Party shall notify the invoicing Party of its determination regarding the eligibility for reimbursement of the disputed items, and shall reimburse the invoicing Party for any items deemed eligible for reimbursement. The Parties shall meet to discuss any items remaining in dispute.

9. Construction or Corrective Changes. Should conditions or directives of either Party warrant changes to a project, the Project Lead shall fund such changes from the budget for that project’s program. If the budget is insufficient to cover the changes, the Parties shall meet and confer on the best approach to fund the changes, re-scope the project, or some combination of thereof. The Parties acknowledge that increases to the budget for a project are contingent upon approval by the Project Lead’s Board of Directors.

B. SPECIAL PROVISIONS APPLICABLE TO REIMBURSEMENT OF COSTS ON CIPs

1. Project Lead. In general, this Addendum addresses the development and implementation of CIPs by SANDAG, where such projects will be operated and potentially owned by MTS or NCTD following project completion. However, nothing in this Addendum prevents the Parties from applying this Addendum to an NCTD CIP for purposes of allowing SANDAG to perform work for the project and establishing NCTD’s obligations to reimburse SANDAG for such work. For NCTD CIPs, the Addendum 18 Project Scope of Work shall expressly identify the type of work to be performed by SANDAG and the limits of SANDAG’s responsibilities and obligations. Throughout this Addendum, use of the term “Project Lead” is intended to refer to SANDAG or NCTD, whichever agency is taking the lead on implementing the CIP.

2. Preparation of Budgets for CIPs. Prior to commencement of PS&E, Project Lead shall prepare a budget for each CIP and the project budget will be included in a Project Study Report (“PSR”) if a PSR is prepared. The budget will include any approved administrative and design support costs for NCTD, MTS and SANDAG staff, consultants, and other third parties, consultants’ fees, attorneys’ fees, return to service inspection fees, and job inspection fees, flag protection fees, bus bridge, environmental mitigation and monitoring costs, and engineering fees associated with review, approval and design of a project, and administrative supervision.
3. **Financial Responsibility.** Subject to the limitations in the Master MOU or this Addendum, the Parties intend that the Project Lead shall assume responsibility for all design, construction and environmental mitigation costs for a Project Lead’s CIP to the extent such costs are not caused by another Party or third parties that are not agents or employees of the Project Lead. Costs shall include, but are not limited to, purchase orders; change orders; engineering design, materials testing and inspection; busing of Amtrak, Coaster or other passengers; environmental mitigation, monitoring, permit compliance; plan reproductions; document control for documents created by the Project Lead, its consultants or contractors; damage to third party infrastructure; damage to NCTD or MTS infrastructure or real property; train operational delay penalties; and as-buil...
C. CIPs DEFINED

1. **Project Approval.** CIPs subject to this Addendum shall be CIPs included in either NCTD’s or SANDAG’s Capital Budget and affirmatively applied to this Addendum by execution of an Addendum 18 Project Scope of Work (Exhibit A). For SANDAG, this refers to projects in the Capital Budget of the SANDAG Program Budget or projects added to the Capital Budget in accordance with Board Policy by SANDAG Board action or as an Emergency Project approved by the SANDAG Executive Director. For NCTD, this refers to projects approved by NCTD Board action or by the NCTD Executive Director in accordance with NCTD policy.

2. **Scope of CIPs.** CIPs shall be implemented per the physical and operational scope in the applicable Party’s Capital Budget. Physical and operational variations to a project may be made during the design and construction at the staff level that do not change the primary function of a CIP project, increase a project budget, or conflict with local, state or federal oversight requirements.

3. **Project Study Report.** Prior to commencement of design, the Project Lead shall prepare a Project Study Report ("PSR") for each CIP where scope or cost uncertainties warrant. PSR’s shall follow the Caltrans Division of Rail Guidelines and define the projects and alternatives that need to be considered in the design phase. Each PSR will be submitted to the other applicable Party(ies) for review and comment before being finalized. Parties shall provide review comments and budget recommendations to the Project Lead within fifteen (15) days of receipt of a complete PSR submittal. PSR’s shall be updated when significant changes occur during the design phase that need to be documented for funding initiatives.

D. PRECONSTRUCTION MATTERS FOR CIPs

1. **Environmental Clearance, Permits and Approvals.** The Project Lead will obtain all applicable environmental approvals and permitting to complete the design for a project. Permitting agencies may include, but are not limited to the United States Fish and Wildlife Service, ("USFW"), the United States Army Corps of Engineers, ("USACOE"), the Regional Water Quality Control Board, ("RWQCB"); and the California Coastal Commission ("Permitting Agencies").
   
   a. NCTD or MTS, whichever is the owner of the ROW, will assist the Project Lead in obtaining environmental approvals and permits.
   
   b. Once the Environmental clearance has been obtained for a project, the other Parties will assist the Project Lead with permitting, property acquisition, obtaining easements and temporary construction easements.
   
   c. The Parties shall also work collectively to obtain any required Federal Transit Administration, Federal Railroad Administration, or California Department of Transportation environmental approvals and/or clearances.

2. **Submittal of Utility Records to Project Lead.** MTS and NCTD, as applicable, shall provide the Project Lead with copies of all utility agreements and as-built utility plans within a project’s limits. The Parties, as applicable, will assist Project Lead staff and consultants coordinating with utility owners for relocation or protection of utilities.

3. **Submittal of Property Records to Project Lead.** Parties shall provide copies of all real estate and crossing agreements within a project’s limits. Parties will assist Project Lead staff and consultants coordinating the acquisition of new ROW and liaison with property owners along a project.
4. **Design Standards.** The Project Lead shall prepare PS&E in accordance with applicable standards, and where NCTD has written, specific engineering criteria, standard plans and specifications, those shall be used, unless otherwise agreed between the Parties. Where no NCTD design criteria or standard exists for a rail project, American Railway Engineering and Maintenance-of-Way Association ("AREMA") recommendations will be used, as agreed between the Parties. At such time as rail corridor design standards are completed and agreed to by the Parties, such standards shall be used for projects in the rail corridors. Any requested deviations from these design standards shall be agreed to in writing between SANDAG and NCTD or MTS as applicable. All designs shall comply with Federal Railroad Administration ("FRA") and California Public Utilities Commission ("CPUC") regulations and general orders, as applicable. Bus projects shall be designed in accordance with the NCTD Bus Stop Development Handbook, Caltrans, and San Diego County construction standards, as applicable.

5. **Submittal of Plans When SANDAG is Project Lead.** SANDAG shall submit the CIP plans, specifications and estimate ("PS&E") to NCTD/MTS at the Alternative Analysis, 30, 60 and 90 percent levels of design for review and comment. The following documents shall be submitted: one hard copy (11’x17” format) and one electronic copy (PDF format). At each submittal stage, SANDAG shall also attend and participate in NCTD’s System Safety Review Committee process for reviewing all projects with the potential to impact operations or safety, as determined by NCTD. NCTD shall be responsible for distribution of project plans to the Operating Railroads METROLINK, Burlington Northern Santa Fe ("BNSF"), Watco (Pacific Sun), and Amtrak, for coordinating and consolidating review comments and sending the comments and concurrence letters back to the SANDAG Project Manager. NCTD/MTS shall provide review comments to SANDAG on design elements having a negative impact on ownership interests or preservation of right of way for future use, as well as safety, operations and maintenance aspects of the design within thirty (30) working days of receipt of a complete submittal of each level of design, unless NCTD/MTS have requested more time for review. SANDAG shall address the comments by incorporating changes into the project plans and/or by responding as to why the comment will not result in a design change, using a documented project comment/review process. SANDAG will proceed to the next design stage if no review comments are received within thirty (30) working days or within any extended comment period, after contacting NCTD’s Executive Director to confirm comment status.

6. **Submittal of 100% Plans to NCTD When SANDAG is Project Lead.** SANDAG shall submit a project’s PS&E to NCTD at the 100 percent level of design for review and will also submit the plans to MTS if a project will be constructed in MTS ROW. NCTD and MTS shall provide review comments on elements impacting NCTD/MTS ownership interests or preservation of right of way for future use, as well as safety, operations and maintenance aspects of the design to SANDAG within thirty (30) days of receipt of a complete submittal unless NCTD/MTS have requested more time for review. Should no response be received by SANDAG within that time frame, SANDAG shall contact NCTD’s Executive Director to confirm comment status before making any decisions on proceeding with bidding the design for construction.

7. **Time is of the Essence.** The Parties agree that time is of the essence in completing CIPs. Project Lead’s assigned Project or Corridor Manager shall invite other applicable Party staff to the monthly progress meetings to provide a monthly status report on the progress made toward advancing the design and environmental clearance. The Parties representatives shall make every effort to attend the monthly coordination meeting and provide timely feedback.
E. CONSTRUCTION AND EXPLORATORY WORK ON CIPs

1. Responsibility for Construction. The Project Lead shall be responsible for administering and implementing construction of projects in accordance with the approved construction documents.

2. Project Management Plan (“PMP”). Prior to the start of construction for a CIP project with an estimate in excess of $2,000,000 or for projects were the Parties agree PMP is needed, the project managers from SANDAG, in coordination with NCTD, shall develop a PMP that will define the roles and responsibilities and levels of authority of SANDAG and NCTD and their key representatives. The PMP shall be approved by the SANDAG Director of Mobility Management and Project Implementation or his/her delegate and NCTD’s Chief Development Officer or Chief Operations Officer, depending on the project. The PMP will also include, but not be limited to providing a project budget, schedule, and provisions defining the lines of communications with a responsibility matrix and organization chart. Configuration management procedures should also be addressed. The PMP will supplement information in the Addendum 18 Project Scope of Work.

3. Bidding and Construction Contracts When SANDAG Is Project Lead. Following NCTD, and if applicable MTS, review on 100 percent PS&E submittal, SANDAG shall advertise for, solicit, and accept bids for project construction.

   a. Changes to Project Plans and Invitation to Bid (“IFB”) Documents During Procurement. SANDAG shall submit any proposed changes to NCTD, and if applicable MTS, that will affect maintenance, rail safety or operations for review and concurrence prior to issuance of said change. NCTD and MTS shall provide a response in a timely manner so as not to delay the opening of bids.

   b. Bid Acceptance. Prior to issuing a Notice of Intent to Award, SANDAG shall submit the qualifications for the lowest responsive and responsible bidder to NCTD for review and comment prior to the award of each construction contract. Any NCTD comments regarding the qualifications shall be provided to SANDAG within three (3) business days of having received the qualifications. SANDAG’s IFB requirements shall be followed with regard to determination of responsibility and responsiveness of the bidders. The contractor(s) hired by SANDAG to construct a project is hereinafter referred to as “Project Contractor.”

4. Construction Contract Administration. Following the award of the construction contract(s) for a project, Project Lead shall administer the construction contract(s) pursuant to the provisions set forth herein and unless otherwise as noted below, shall provide construction management services for a project.

   a. To ensure consistency with existing operating systems and standards, NCTD shall provide all return-to-service inspection services pursuant Federal Railroad Administration requirements. If SANDAG is Project Lead, these inspection services will supplement the construction management services provided by SANDAG and shall be coordinated with the SANDAG Construction Manager and shall be acceptable to SANDAG if selected in accordance with SANDAG Board Policy No. 024.

   b. NCTD shall provide railroad operations related services including but not limited to; flag protection, track inspections, establishment of Absolute Work Windows.

   c. NCTD will provide operational coordination with Coaster, Amtrak, BNSF, Maintenance of Way (“MOW”) contractors and administrative supervision.
d. The Project Lead’s Public Outreach Officer, working with the Project Contractor and the Parties, shall work to inform the public and all stakeholders of project progress and potential construction impacts.

5. **Design Support.** The Project Lead shall provide design support services during bidding and construction of a project using the Engineer of Record.

6. **Right-of-Entry Permit.** Prior to admittance onto the railroad right-of-way, Project Contractor(s), geotechnical and utility exploration contractors, consultants, and their subcontractors (all of which shall be considered “Project Contractors”) shall obtain a Right-of-Entry Permit from NCTD and if necessary, a joint permit from MTS. NCTD and MTS respectively shall issue any necessary permits for a project for work in its right of way without cost to SANDAG or its Project Contractors, exclusive of staff time to prepare the permits which shall be billed to a project as a Project Cost.

7. **Facility for Project Contractor.** During construction, NCTD shall allow the Project Contractor reasonable accommodation to accomplish work during agreed working hours and windows as specified in the IFB, as established pursuant to Section E (10) herein.

8. **Changes to Construction Documents.** During construction, the Project Lead shall coordinate the Project Contractor’s work to assure efficiency, quality and timely installation of projects in accordance with the Construction Documents for each contract. Any changes to the Construction Documents, schedules, or work conditions that could affect railroad ownership, operations, maintenance or safety must be reviewed and concurred upon by NCTD and if applicable MTS, prior to the implementation of said change. NCTD/MTS shall provide a response within seven (7) business days of receipt. Should no response be received by the Project Lead within that time frame, the Project Lead shall contact NCTD’s Executive Director regarding comment status before making decisions on proceeding with said change.

9. **Interference with Transit and Rail Operations by Project Contractors.** The Project Lead shall take steps to ensure that the Project Contractors cause no interference transit and rail the operations, except planned service outages or as may otherwise be agreed to by the Parties. All proposed activities by SANDAG and its Project Contractors that will or may affect operations, shall be submitted to NCTD for review and approval prior to execution of said activity. Any costs of an interference covered in this paragraph shall be the responsibility of SANDAG when SANDAG is the Project Lead.

10. **Construction Schedule and Absolute Work Windows (“AWW”).** Based on operating requirements and in accordance with NCTD Policy 23, NCTD shall establish the hours of allowable work windows. During the final design phase on rail projects on which SANDAG is the Project Lead, SANDAG & NCTD will identify those hours the Project Contractors may occupy the track during AWW and those hours during which work may occur adjacent to the track during the regular railroad operating periods so that this information can be incorporated into the Invitation for Bids (IFB). SANDAG shall request NCTD’s approval of proposed AWW three (3) months prior to the estimated date of AWW implementation. NCTD will provide confirmation of the requested AWW two (2) months prior to the estimated AWW implementation. NCTD can rescind at any time any and all AWW in accordance with NCTD Policy 23 due to operational and/or maintenance needs. For a rescinded AWW the three month prior notice requirement will be waived and the parties will work cooperatively to identify a substitute AWW.
11. **Environmental Permit Compliance.** The Parties agree to the following allocation of responsibilities with regard to environmental permit compliance when serving as Project Lead:

   a. For off-site mitigation, the Project Lead will design, permit, construct and maintain the mitigation, and do monitoring and reporting associated with projects during and after construction, until mitigation sites are approved by the permitting agencies as applicable. Ongoing preservation, maintenance and security of an off-site mitigation property shall be in accordance with the permitting agency requirements and will be the responsibility of the Party that owns or controls the site.

   b. For habitat mitigation within the operating ROW limits, the Project Lead will design and construct the mitigation and NCTD will be responsible for maintenance along the operating ROW. SANDAG will reimburse NCTD for any mitigation costs at rates preapproved by SANDAG via one or more purchase orders using the processes in Sections A and B of this Addendum for costs incurred within the time specified in the permit(s) for establishment and monitoring of mitigation. Should mitigation not achieve permitting agency approval with the time specified in the permit(s) the Parties will meet to discuss ongoing responsibilities and costs.

   c. Compliance with State Water Resources Control Board (“SWRCB”) Construction General Permit. MTS or NCTD as the property owner, shall be the Legally Responsible Person (“LRP”) for purposes of compliance with the SWRCB Construction General Permit, and prior to commencing construction shall designate an Approved Signatory (“AS”) responsible for all certifications required by the Construction General Permit. SANDAG or their designee will appoint Data Submitters when construction contracts are awarded. The Project Lead shall be responsible for compliance with the Construction Storm Water Pollution Prevention Plan (“SWPPP”) and other permit related requirements. The Project Lead shall further coordinate with the AS to ensure that all certifications are made in a timely manner and are accurate and within the knowledge of the AS. If the Project Lead is not the LRP, the Project Lead shall indemnify the LRP for any and all damages related to or stemming from compliance with the Construction General Permit including but not limited to any fines assessed for failure to comply, fees incurred defending any enforcement actions or lawsuits, and any and all costs incurred bringing the site into compliance.

12. **Safety During Geotechnical & Utility Potholing and Construction.** All individuals performing activities directly related to a project shall comply with NCTD safety requirements and with applicable safety laws and regulations that govern a project. Noncompliance will be grounds for NCTD to immediately terminate its Right-of-Entry Permit, suspend work in whole or part, or to remove non-compliant personnel either temporarily or permanently from a project.

13. **Collaboration During Design and Exploratory Geotechnical or Utility Potholing Work.** On a monthly basis, the Parties shall confer concerning current and planned activities expected during design development for the subsequent month.

14. **Collaboration During Construction.** On a weekly basis, the Project Lead shall communicate with the other applicable Parties concerning current and planned construction activities expected during the subsequent three weeks, with the Project Contractor’s written work plan for those activities and corresponding actions that are necessary to mitigate any service disruptions.
Any correspondence required or permitted under this MOU may be personally served on the other Party, by the Party giving notice, or may be served by email, fax or prepaid registered or certified USPS mail, return receipt requested, to any of the following addresses:

For NCTD
North County Transit
810 Mission Avenue
Oceanside, CA 92054
Attn: Reed Caldwell
Chief Development Officer
Ph: 760-966-6543
E-mail: rcaldwell@nctd.org

For SANDAG
SANDAG
401 B Street, Suite 800
San Diego, CA 92101
Attn: Jim Linthicum
Director of Mobility Management and
Project Implementation
Ph: 619-699-1970
E-mail: Jim.Linthicum@sandag.org

For MTS
MTS
1255 Imperial Ave Ste 900
San Diego, CA 92101
Attn: Wayne Terry
Chief Operating Officer
San Diego Trolley Inc.
Ph: 619-959-4906
Email: Wayne.Terry@sdmts.com

15. **Exploratory Work Documentation.** The Project Lead shall submit the following documents to the other applicable Parties within ninety (90) days of exploratory work: one copy of as-built utility drawings and geotechnical reports. Drawings and reports to be in electronic PDF format. All as-built drawings shall be in 11”X17” paper size stamped and signed by the respective engineer / geologist.

16. **Construction Documentation.** The Project Lead shall submit the following Construction Documents to the other applicable Parties:

a. Project IFB
b. IFB addenda relating to Operations and Maintenance,
c. Significant changes to plans or specifications that may affect the configuration, safe operations or maintenance of a project from that originally specified in the IFB, as they occur;
d. Final Responses to Requests for Information that may affect the configuration, safe operations or maintenance of a project from that originally specified in the IFB, as they occur;
e. Submittals for alternative products that change the original design intent and affect safe operations or maintenance;
f. Schedules effecting operations and maintenance;
g. Change Orders that alter the original design intent that may affect the configuration, safe operations or maintenance of a project from that originally specified;
h. Track and Signal Cut-over Plans;
i. Dispatching Software Changes; and
j. Signal Aspect Charts.

k. Bridge ratings and other bridge data for any bridges constructed as part of a project, for purposes of administering the FRA-required Bridge Management Plan.

Applicable Parties shall provide a response to submittals as described above to the Project Lead within fourteen (14) business days of receipt. The applicable Parties shall provide a response to requests for information and change orders to the Project Lead as described above within seven (7) business days of receipt.

17. **As-built Drawings, Specifications and Property Records.** The Project Lead shall submit the following As-built Construction Documents to the other applicable Parties, within one hundred and twenty (120) days of project acceptance for operations to begin. Some of the following will not be provided on non-rail projects.

a. Civil, track, structures, utilities, re-vegetation and erosion control as built plans shall be in electronic PDF and a 11”x17” paper copy.

b. Signal Drawings shall be in electronic Microstation to configure with the existing operating set and an electronic AutoCAD, PDF and a 11”x17” paper copy.

c. Specifications shall be in Word and or PDF formats and 8”x11” paper copy.

d. Detailed property records for each project, which shall be compliant with funding agency requirements and shall include, but not be limited to: asset description, acquisition or in service date, costs, funding breakdown by dollar amount and percentage for all funding sources used, grant numbers and asset location (all pertinent funding agency auditable property records).

18. **Spare Parts and Materials.** The Project Lead shall provide to the other applicable Party all required spare parts and materials per the construction documents prior to project acceptance for operations.

19. **Construction Guarantee When SANDAG Is Project Lead.** SANDAG shall take corrective actions to repair, reconstruct, or modify any changed conditions resulting from construction defects or design errors for a period as prescribed by law and/or a project's warranty period, whichever is longer, after Project Acceptance by NCTD, and if applicable, MTS. Prior to or at the time of Project Acceptance, copies of all warranties will be transmitted by SANDAG to NCTD and MTS. In the first instance, NCTD’s maintenance personnel shall be responsible, when appropriately executed guarantees exist, for calling in warranty requests to suppliers and Project Contractors. SANDAG will assist NCTD should the suppliers or Project Contractors be nonresponsive. If SANDAG is unable to recover from any suppliers or Project Contractors, funds to repair defects or design errors, the cost of correcting any such defect will be deemed a Project Cost and SANDAG will exhaust all remedies and reasonable funding options available from its sources of funding to repair the defective work. Notwithstanding the foregoing, any and all increases to the project budget shall be contingent upon approval by the SANDAG Board of Directors or its designee. SANDAG staff will seek action from the SANDAG Board of Directors or its designee to identify and approve funding to support the construction guarantee consistent with the severity of the defect and its impact on the operations of the railroad.

20. **Damages to Infrastructure During Construction or Exploratory Work.** The Project Lead shall be responsible for all costs incurred by the other applicable Parties, or third parties for the necessary repair or replacement of any damage that may occur to operating and Maintenance-of-Way equipment, the infrastructure, ROW, or third party
facilities as a result of a project’s construction, geotechnical or exploratory work. The Project Lead shall reimburse the other applicable Parties for all reasonable costs for such damages occurring during construction within thirty (30) days of having received an invoice for the repair or replacement so long as the applicable Party provides an estimate that is approved by the Project Lead before costs are incurred, excluding emergencies where immediate repairs are required.

21. **Acceptance of Contract / Notice of Completion.** Before the Project Lead grants Relief of Maintenance to the Project Contractor for any portion of a project or Contract Acceptance for the entire project, the applicable Party(ies), shall conduct an inspection, in whole or part thereof, of a project subject to a Relief of Maintenance or Project Acceptance. Once the particular portion of a project is deemed to be acceptable for safe operations and maintenance, the applicable Party(ies) shall inform the Project Lead in writing that the portion of a project is accepted and is complete. Such Project Acceptance shall not be unreasonably withheld. Upon issuance of Contract Acceptance by SANDAG for a project on which SANDAG is the Project Lead, the responsibility and maintenance for a project shall transfer to NCTD consistent with the provisions of this Addendum.

22. **Bonding and Insurance.** SANDAG, NCTD, and if applicable MTS, shall be named as dual obligees on all construction bonding requirements, including those that pertain to guarantees, warranties, and maintenance. The Project Lead shall ensure the Project Contractor lists any other applicable Party and its contractors, BNSF or its operating contractor, Surfliner operator AMTRAK, Coaster operator (Currently TransitAmerica Services, Inc.), the SPRINT operator (Currently Veolia Transportation), the BREEZE operator (Currently First Transit), the LIFT operator (Currently American Logistics Company), any contractor providing maintenance-of-way services on either rail corridor, and their respective directors, officers, employees, and agents as additional insureds under all insurance policies that may be required from Project Contractor for a project.

23. **Concurrence from Operating Railroads.** NCTD shall be responsible for distribution of project plans to the operating railroads, METROLINK, BNSF and Amtrak, when their operation will be affected, NCTD will determine, based upon NCTD existing agreements, if letters of acceptance from the operators are required.

F. **EMERGENCY REPAIR PROJECTS FOR NCTD**

1. Whenever NCTD determines that any event may reasonably necessitate Emergency Repairs to NCTD property or its operating system, the following individuals (Emergency Contacts), or their then-current designees, shall be notified at the earliest reasonable opportunity:

   a. SANDAG Director of Mobility Management and Project Implementation

   b. Chief Operations Officer or Deputy Chief Operations Officer

2. From time to time NCTD may request technical, managerial or contracting support from SANDAG due to an emergency.
3. Upon the request of the NCTD Chief Executive Officer or designee for technical or managerial support, the SANDAG Director of Mobility Management may authorize such support in accordance with SANDAG policy. Thereafter, SANDAG staff shall work at the direction of NCTD to provide engineering, construction management and project management support. NCTD shall reimburse SANDAG for all actual staff and incidental costs directly related to Emergency Repairs by SANDAG staff. SANDAG shall track its costs for Emergency Repairs separately and invoice NCTD for those costs. NCTD shall reimburse SANDAG for such costs within 30 days.

4. Should NCTD or SANDAG staff require and request technical support from a SANDAG on-call consultant for an Emergency Repair, the SANDAG Director of Mobility Management may authorize emergency consultant services up the Director's approved delegated level of authority. Thereafter, the consultant shall work at the direction of NCTD or its SANDAG designee to provide engineering, construction management and project management support. NCTD shall reimburse SANDAG for all actual consultant costs directly related to Emergency Repairs within 30 days of being invoiced.

5. NCTD shall be responsible for the actual cost of construction including the actual cost for SANDAG support, and contractor services. NCTD shall be responsible for recovery of costs from parties responsible for damage and from any applicable state or federal emergency relief program, fund or grant. NCTD shall reimburse SANDAG for its construction related costs within 30 days of being invoiced.

6. The Emergency Contacts shall each take the following actions at the earliest opportunity: Appoint, and jointly communicate such appointment, a staff member who shall be the primary point of contact and bear day-to-day responsibility for pursuit of the Emergency Repairs.

7. Whichever Party is responsible for hiring the construction contractor shall ensure compliance with all state and federal requirements for executing the work including labor, environmental and record keeping compliance including any environmental mitigation and monitoring, flagging, inspections, oversight, and administration. All reimbursements shall be made in accordance with the terms set forth in Sections A and B of this Addendum.

G. PROVISIONS APPLICABLE WHEN BORROWING OTHER PARTY’S PERSONNEL

1. From time to time, the Parties may agree to utilize each other’s human resources to carry out CIPs, Emergency Repairs, or other project development, intelligent transportation or planning projects (“Borrowed Services”).

2. Borrowed Services may be provided by one or more temporary employees provided through a temporary employee services provider, or through a contractor, consultant or direct employee of the other Party (“Lending Party”). Compensation from the Borrowing Party shall be for actual labor time on the project only. Labor costs will be at the actual billing rate to the Lending Party for contract employees, or the employees of contractors or consultants, and at fully loaded labor costs for Lending Party’s employees. For purposes of this Addendum, the term “fully loaded labor costs” shall include the actual salary, benefits, indirect and overhead costs of the Lending Party in accordance with an approved indirect cost allocation plan as determined by an independent auditor.

3. Lending Party’s employees, contractors, consultants or subcontractors shall not be deemed to be employees of the Borrowing Party. Lending Party’s employees, contractors, consultants or subcontractors shall perform their obligations in accordance with the direction of the Project Lead’s Project Manager. Lending Party’s employees, contractors, consultants or subcontractors shall not be entitled to any benefits to which...
the Project Lead’s employees are entitled, including without limitation, overtime, retirement benefits, workers’ compensation benefits and injury leave.

4. Lending Party shall ensure that it and its contractors, consultants, and subcontractors comply with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Lending Party shall also ensure that it and its contractors, consultants or subcontractors performing work pursuant to such a purchase order comply with all laws applicable to wages and hours of employment, insurance, occupational safety, and to safety, health and sanitation.

H. INDEMNIFICATION

1. SANDAG. Neither SANDAG nor any officer, employee or agent thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by MTS or NCTD or their contractors, BNSF, AMTRAK, Southern California Regional Rail Authority (“SCRRA”)/Metrolink, or Transit America, under or in connection with any work, authority or jurisdiction delegated to NCTD or MTS under this Addendum. It is understood and agreed that NCTD and MTS shall fully defend, indemnify and hold SANDAG and its contractors, the Project Contractors, directors, officers, employees, and agents, harmless from and against any and all liability or claim of liability, loss or expense, including reasonable defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from or connected with an act or omission of NCTD or MTS or their contractors, BNSF, AMTRAK, SCRRRA/Metrolink, Transit America, or any of their respective employees, agents, invitees, contractors, or other persons acting by or on behalf of NCTD or MTS or their contractors, BNSF, AMTRAK, SCRRRA/Metrolink, Transit America, on or about the NCTD or MTS Right-of-Way under or in connection with any works, authority or jurisdiction delegated to NCTD under this Addendum or to any third party, including, but not limited to, liability, expense, and claims for: bodily injury, death, personal injury, or property damage; provided, however, that nothing herein shall relieve any Party indemnified hereunder from liability to the extent that such liability arises from such Party’s sole established negligence or willful misconduct. This indemnity shall not require payment of a claim by SANDAG or its contractors, the Project Contractors, or any of their respective directors, officers, employees, or agents as a condition precedent to SANDAG’s recovery hereunder. NCTD’s and MTS’s obligation to indemnify hereunder shall not be restricted to insurance proceeds, if any, received by SANDAG or its contractors, the Project Contractors or their respective directors, officers, employees, or agents.

2. NCTD. Neither NCTD nor any officer, employee or agent thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by SANDAG, the Project Contractors, MTS, or their directors, officers, employees or agents under or in connection with any work, authority or jurisdiction delegated to SANDAG or MTS under this Addendum. It is understood and agreed that SANDAG and MTS shall fully defend, indemnify and hold NCTD and its contractors, BNSF, AMTRAK, SCRRRA/Metrolink, Transit America and their respective directors, officers, employees, and agents, harmless from and against any and all liability or claim of liability, loss or expense, including reasonable defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from or connected with an act or omission of MTS, SANDAG, the Project Contractors, or any employee, agent, invitee, contractor of MTS, SANDAG, or other person acting by or on behalf of SANDAG or MTS on or about the NCTD or MTS Right-of-Way under or in connection with any works, authority or jurisdiction delegated to SANDAG or MTS under this Addendum or to any third party, including, but not limited to, liability, expense, and claims for: bodily injury, death, personal injury, or property damage; provided, however,
that nothing herein shall relieve any Party indemnified hereunder from liability to the extent that such liability arises from such Party’s sole established negligence or willful misconduct. This indemnity shall not require payment of a claim by NCTD or its contractors, BNSF, AMTRAK, SCERRA/Metrolink, Transit America, or any of their respective directors, officers, employees, or agents as a condition precedent to NCTD’s recovery hereunder. SANDAG’s and MTS’s obligation to indemnify hereunder shall not be restricted to insurance proceeds, if any, received by NCTD or its contractors, BNSF, AMTRAK, SCERRA/Metrolink, Transit America, or their respective directors, officers, employees, or agents.

3. **MTS.** Neither MTS nor any officer, employee or agent thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by SANDAG, the Project Contractors, NCTD, or their directors, officers, employees or agents under or in connection with any work, authority or jurisdiction delegated to SANDAG or NCTD under this Addendum. It is understood and agreed that SANDAG and NCTD shall fully defend, indemnify and hold MTS and its contractors, and their respective directors, officers, employees, and agents, harmless from and against any and all liability or claim of liability, loss or expense, including reasonable defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from or connected with an act or omission of NCTD, SANDAG, the Project Contractors, or any employee, agent, invitee, contractor of NCTD, SANDAG, or other person acting by or on behalf of SANDAG or NCTD on or about the NCTD or MTS Right-of-Way under or in connection with any works, authority or jurisdiction delegated to SANDAG or NCTD under this Addendum or to any third party, including, but not limited to, liability, expense, and claims for: bodily injury, death, personal injury, or property damage; provided, however, that nothing herein shall relieve any Party indemnified hereunder from liability to the extent that such liability arises from such Party’s sole established negligence or willful misconduct. This indemnity shall not require payment of a claim by MTS or its contractors, or any of their respective directors, officers, employees, or agents as a condition precedent to MTS’s recovery hereunder. SANDAG’s and NCTD’s obligation to indemnify hereunder shall not be restricted to insurance proceeds, if any, received by MTS or its contractors, or their respective directors, officers, employees, or agents.

4. As between NCTD and MTS, the indemnification and defense obligations undertaken in this Section H shall be allocated pursuant to the provisions in the Shared Use Agreement (MTS Doc No. L0143.0-93 and as subsequently amended) between MTS, NCTD and BNSF. Unless expressly addressed in the Shared Use Agreement, any indemnification and/or defense obligations related to an act or omission of AMTRAK, SCERRA/Metrolink, or Transit America shall be solely the responsibility of NCTD.

5. This Addendum is not intended to affect the legal liability of Parties by imposing any standard of care for delivering projects different from the standards imposed by law.

6. This Addendum is not intended to create third party beneficiaries or define duties, obligations, or rights in parties not signatory to this Addendum.

7. Parties will notify each other of any potential lawsuits, claims, or legal action pertaining to projects covered by this Addendum. Parties will confer and collaborate to resolve legal actions affecting any projects covered by this Addendum and will include each other in opportunities to pursue early resolution.

8. In order to retain resolution possibilities for potential future claims, Parties will confer on construction claims that may affect delivery of projects, or Parties’ liability or responsibility under this Addendum. Neither Party will prejudice the rights of the other Party until after Parties confer on the claim.
9. If a potential conflict of interest arises between Parties, Parties will discuss the issue, and either Party may involve outside counsel at their own expense, and/or enter into a separate agreement concerning any appropriate waiver or method for reducing the potential conflict. This Addendum does not, nor is it intended to, constitute a waiver of any conflict of interest which may apply to a given situation, but merely offers a method of addressing potential conflicts of interest.

10. Parties acknowledge that decisions inherent in the delivery of project under this Addendum may result in project delay or other liability. It is the intent of the Parties that any liability that may be created by the decision-making inherent in project delivery will be assumed to be a project cost as long as the decision was an exercise of reasonable discretion based on industry standards and the information known at the time of the decision.

11. Parties will pay fines, interest, or penalties levied against an individual project using the type and amount of funds agreed to by the Parties in the relevant Addendum 18 Project Scope of Work. The Parties agree to first utilize funds currently budgeted to the project before resorting to use of other fund sources.

12. Fines, interest, or penalties, excluding a claim or assessment for punitive damages, levied against an individual party rather than a Party will be defended or paid by the Party whose actions or lack of action caused the levy. That Party will indemnify and defend all other parties for purposes of responding to the entity which is attempting to levy the fine, interest or penalty.

13. Should a Party be the subject of a criminal indictment or prosecution arising out of a project that Party shall bear the cost of defense and if applicable, the cost of any fine or penalty assessed due to said criminal prosecution.

I. OWNERSHIP OF REAL PROPERTY AND PUBLIC WORKS IMPROVEMENTS

1. Ownership of LOSSAN Corridor Improvements. Upon completion of a LOSSAN Corridor project, Project Acceptance by NCTD and/or MTS, and any necessary funding agency, and SANDAG approval of the transfer, ownership of and responsibility to funding agencies and other third parties for the project’s improvements shall be transferred by SANDAG to MTS or NCTD as applicable.

2. Ownership of Improvements Made on NCTD or SANDAG Property. Upon completion of a CIP, or as various portions of a CIP are completed on real property owned by NCTD or SANDAG or purchased for the CIP using funds provided through SANDAG, the Parties will discuss which agency is in the best position to own the improvements post-construction and execute any necessary supplemental agreements to transfer ownership to NCTD as determined by SANDAG and any other applicable funding agency.

J. GENERAL PROVISIONS

1. Term and Termination. With the exception of any provisions of this Addendum establishing the duties, obligations and/or responsibilities of the Parties regarding existing projects, which provisions shall only expire at the later of when fully performed, when otherwise established in this Addendum, or upon expiration of an applicable period as prescribed by law, this Addendum shall operate in perpetuity unless amended in writing or until a Party to this Addendum gives sixty (60) days written notice of its desire to withdraw from the Addendum. (“Termination”). Any such Termination shall not apply to any existing projects.
2. **Force Majeure.** Should any Party be unable to perform any obligation required of it under this Addendum, other than the payment of money, because of any cause beyond its control (including, but not limited to war, insurrection, riot, civil commotion, shortages, strike, lockout, fire, earthquake, calamity, windstorm, flood, material shortages, failure of any suppliers, freight handlers, transportation vendors or like activities, any other force majeure), then such Party's performance of any such obligation shall be suspended for such period as the Party is unable to perform such obligation.

3. **Disputes, Laws, Venue and Attorneys’ Fees.** Any dispute, controversy, or claim arising out of or related to this Addendum or any claimed breach thereof, shall be resolved in accordance with the provisions of this Section if attempts to first resolve the dispute between the executive management of the Parties are unsuccessful.

   a. **Notice of Dispute.** If any dispute, controversy, or claim arises out of or relates to this Addendum or any claimed breach thereof, the disputing Party shall give the other Parties written notice of the dispute, controversy, claim, or claimed breach (“Notice of Dispute”). The Notice of Dispute shall include a brief statement of the Party's claim(s) and the relief demanded.

   b. **Right to Resolve or Cure.** The other Parties shall have thirty (30) days after receipt of the Notice of Dispute to agree in writing to resolve or cure the dispute, controversy, or claim.

   c. **Failure to Resolve or Cure.** If the dispute, controversy, or claim has not been resolved or cured by the Parties within thirty (30) days after the disputing Party gives the Notice of Dispute, the Parties agree, that as a precondition to the initiation of litigation, the controversy, claim, or dispute shall first be submitted to mediation. The mediation is non-binding, and intended to provide an opportunity for the Parties to evaluate each other's cases and arrive at a mutually agreeable resolution of the dispute.

      i. The mediation process set forth in this Section shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the Parties (hereinafter called "Administrator").

      ii. The costs for all mediation, including the administrative fees and mediator compensation, will be shared equally by all Parties. Fees shall be jointly negotiated by all Parties directly with the Administrator. If all Parties agree, then the mediation costs may increase as required for resolution of the dispute. The expenses of witnesses for any Party shall be paid by the Party producing such witnesses.

      iii. A single mediator, acceptable to all Parties, shall be used to mediate the dispute. The mediator will be knowledgeable in matters related to the subject of this Addendum, and, if applicable, with rail systems design and construction issues, and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the Parties, or at the direction of the mediator.

      iv. At least ten (10) days before the first scheduled mediation session, each Party shall provide the mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, such memoranda may be mutually exchanged by the Parties. At the first session, the Parties will be expected to
produce all information reasonably required for the mediator to understand the issue presented. The mediator may require each Party to supplement such information.

v. Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed to by all Parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as they relate to any Party’s legal position. There shall be no stenographic record of the mediation.

vi. Mediation sessions are private. The Parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the Parties and with the consent of the mediator. The Parties may have an attorney present and shall advise the other Parties no less than five (5) business days before the mediation of their intent to have an attorney present, so that the other Parties may also have their attorneys present.

vii. The mediator does not have authority to impose a settlement on the Parties but will attempt to assist the Parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the Parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the Parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the Parties, as the mediator shall determine.

viii. The mediator is authorized to end the mediation whenever, in the mediator’s judgment, further efforts at mediation would not contribute to a resolution of the dispute between the Parties.

ix. Any resultant agreements from mediation shall be documented in writing, as agreed upon during the mediation, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, unless such admission is otherwise agreed in writing by all Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery in subsequent proceedings.

x. The mediation shall be terminated by the execution of a settlement agreement by the Parties; by a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or by a written declaration of a Party or Parties to the effect that the mediation proceedings are terminated.

d. Laws, Venue and Attorneys’ Fees. This Addendum shall be interpreted in accordance with the laws of the State of California. Following mediation, if any action is brought to interpret or enforce any term of this Addendum, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the Parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys’ fees, as determined by the court.
4. **Heirs and Assigns.** All terms, conditions and provisions hereof shall inure to and shall bind each of the Parties hereto, and each of their respective heirs, executors, administrators, and assigns.

5. **Assignment.** No Party may assign its rights and obligations under this Addendum without the prior written consent of the other Parties.

6. **Independent Entities.** For purposes of this Addendum, 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.

7. **Modifications.** No modifications of the terms of this Addendum shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

8. **Third Parties.** Nothing in the provisions of this Addendum is intended to create duties or obligations to or rights to third parties under this Addendum or effect the legal liability of the Parties to third parties.

9. **Waiver.** A Party’s failure to insist in any one or more instances upon another Party’s performance of any terms or conditions of this Addendum shall not be construed as a waiver or relinquishment of that Party’s right to such performance or to future performance of such terms or conditions.

10. **Execution in Counterparts.** This Addendum may be executed in any number of identical counterparts, each of which shall be deemed to be the original, and all of which together shall be deemed to be one and the same instrument when each Party has signed one such counterpart and that a facsimile copy of the executed counterparts shall have the same force and effect as an original.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS HEREOF, the Parties have caused this Addendum 18 to be executed as of the date above set forth.

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<tr>
<th>NORTH COUNTY TRANSIT DISTRICT</th>
<th>SAN DIEGO ASSOCIATION OF GOVERNMENTS</th>
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<tr>
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<td>By: ________________________________</td>
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<td>John Kirk</td>
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<tr>
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<td>Karen Landers</td>
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Addendum 18 Project Scope of Work

EXHIBIT A
Project Scope of Work

NCTD
File No.: ________________________________

SANDAG
Ref. No.: ________________________________

CIP Title: ____________________________________________

CIP No.: ____________________________________________

Lead
Agency: ____________________________________________

Operating
Agency: ____________________________________________

Project Manager: _____________________________________

PLANNING | DESIGN | CONSTRUCTION
---|---|---
Estimated Start Date: ________________ | Estimated Start Date: ________________ | Estimated Start Date: ________________
Estimated Completion: ________________ | Estimated Completion: ________________ | Estimated Completion: ________________
Estimated Budget: $______________ | Estimated Budget: $______________ | Estimated Budget: $______________

PROJECT BUDGET: $______________ | EFFECTIVE DATE: ____________________

Intended Source of Funds (Describe types and amounts of local, state, and/or federal funding and attach any unique pass-through requirements):

Describe Any Necessary Transfers of Project Funds Between the Parties:

Project Description:

Scope of Work to be Performed by NCTD:

Scope of Work to be Performed by SANDAG:

Any Additional Project-Specific Conditions (Any special conditions will require legal review of this exhibit):

APPROVED BY:

SAN DIEGO ASSOCIATIONS OF GOVERNMENTS | NORTH COUNTY TRANSIT DISTRICT

Gary L. Gallegos | Matthew O. Tucker
Executive Director | Executive Director

Date | Date

60172.00100/6960575.1
Contract No.: 5000710
Addendum 18

25
Policy No. 23  
Railroad Construction Scheduling and Management

Summary

This policy establishes principles and procedures for managing the impact of construction.

Scope

This policy addresses the NCTD coastal (San Diego Subdivision) and inland (Escondido Subdivision) rail corridors and covers construction and maintenance impacts such as slow orders, partial shutdowns, and or full shutdowns. The policy covers construction/improvement and maintenance activities performed by NCTD, SANDAG, construction managers, and contractors performing construction/improvement and maintenance. This policy applies to both projects that benefit NCTD or projects performed on behalf of external entities that impact NCTD operations.

Principles

1. The Board policy is to provide high-quality rail service consistent with the operating plan of both passenger and freight operators.

2. The Board recognizes that capital activities are required to maintain a state of good repair and to support capital enhancements.

3. Project designers and construction managers shall fully evaluate construction means and methods that minimize disruption of rail service during construction.

4. Project designers and construction managers must clearly demonstrate the need for a slow down or closure by submitting information and alternatives to NCTD during the project development/design phase of the project.

5. The timing of a closure and/or shutdown of the railroad is dependent on the nature of the project.

6. Unless significant unforeseen circumstances arise, NCTD will honor approved construction schedules that allow slow downs or closures on the railroad unless emergency or exigent circumstances arise.

Responsibilities

1. NCTD's Executive Director is responsible for the administration of this policy. Safety shall be the Executive Director's top priority in administering this policy.

2. The Executive Director is responsible for ensuring that a calendar is maintained that identifies all slowdowns and closures on the inland and coastal corridors.
Policy No. 23 – Railroad Construction Scheduling and Management (continued)

3. The Executive Director is responsible for developing agreements and guidelines for continuity of operations during construction. The agreements and guidelines should address seasonal constraints, coordination with other corridor users, notification requirements, project types (track, signal, or bridge), and work location (single track, double track, SPRINT, or San Diego Subdivision).

4. Project planners and/or construction managers that will impact NCTD railroad operations shall consult with NCTD as soon as they become aware of an impact to NCTD’s rail operations. Earlier consultation supports improved coordination and minimizes potential delay(s) to projects.

5. Project planners are responsible for ensuring that they have developed sufficient plans that detail the nature of the proposed construction project and its impact on NCTD.

6. Project planners are responsible for meeting all applicable regulatory and NCTD requirements including the execution of appropriate agreements to support the mitigation of construction impacts on NCTD’s property.

7. Project planners and/or construction managers are responsible for ensuring project planning and design consider and identify the impact of construction and discussing alternatives with NCTD as part of the Project Study Report process and throughout the project development process.

8. NCTD and project planners and/or construction managers at the 90% of design will formally agree in writing that a slowdown and or railroad closure is required for a project.

9. NCTD and project planners and/or construction managers will coordinate the timeframe or dates of the slowdown and/or closure consistent with NCTD & SANDAG’s Guidelines for Continuity of Operations During Construction and execute agreements/gain concurrence with impacted parties prior to initiating a procurement for construction of a project.

Master Construction Calendar

NCTD shall maintain and manage a master construction calendar that identifies the dates for the next 12 to 24 months that are available for NCTD tracks to be closed to rail service for capital or maintenance projects.

1. When scheduling construction that will impact operations, NCTD shall consider significant local and regional events.

2. Full track closures on the coastal (COASTER) corridor should be avoided during the months of April, May, June, July, August, and September and any closure during this time period shall be preapproved in accordance with the “Responsibilities” section of this policy, or unless emergency or exigent circumstances arise.

Date adopted: October 18, 2012
Last revised: N/A
Policy No. 23 – Railroad Construction Scheduling and Management (continued)

3. Full track weekday closures on the inland (SPRINTER) corridor should be avoided during the months of January, February, March, April, May, September, October, November, and December and any closure during this time period shall be preapproved in accordance with the “Responsibilities” section of this policy, or unless emergency or exigent circumstances arise.

4. NCTD reserves the right to annul, shorten, or modify a pre-scheduled closure date listed on the master construction calendar for emergency or exigent circumstances. If a pre-scheduled closure date is not being utilized for a construction project up to one month prior the scheduled date, the closure date shall be annulled.

5. When scheduling construction or maintenance activity on the rail corridor NCTD shall notify all surrounding public agencies.

Exceptions

Any deviations from or exceptions to this policy requires Board approval.

Approvals

[Signatures and dates]

Board Chair
Date

Executive Director
Date

General Counsel
Date

Date adopted: October 18, 2012
Last revised: N/A
PROPOSED FY 2013 PROGRAM BUDGET AMENDMENT: TRANSFERRING FUNDS FROM TRESTLE BRIDGE REPLACEMENT PROJECT TO SAN LUIS REY TRANSIT CENTER PROJECT

Introduction

The Trestle Bridge Replacement project (Capital Improvement Program [CIP] 1143500) is complete, finishing under budget with a remaining balance of $1.15 million in American Recovery and Reinvestment Act of 2009 (ARRA) funds. North County Transit District (NCTD) has requested these remaining funds be used for additional improvements to the San Luis Rey Transit Center project (CIP 1143600) in Oceanside. The transit center project requires additional funding to add a new security and communications building with restroom facilities. The revised CIP worksheets for each project are provided in Attachments 1 and 2.

Discussion

The Trestle Bridge Replacement project is complete, except for final close-out, and has a remaining balance of $1.15 million in Federal Transit Administration ARRA funds. These funds must be disbursed prior to fall 2013. Any balances remaining after that date will revert to the U.S. Treasury. NCTD has the need for additional improvements at the San Luis Rey Transit Center that are currently unfunded. This work includes the addition of a new security and communications building and restroom facilities. The remaining funds from the Trestle Bridge Replacement project are proposed to be used for this work; since the San Luis Rey Transit Center project is under construction, the remaining ARRA funds would be expended prior to the funding deadline. Table 1 below shows the current and proposed project budgets and changes: The Transportation Committee considered this item at its January 18, 2013, meeting and recommended approval to the Board of Directors.

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Recommendation

The Transportation Committee recommends that the Board of Directors approve an amendment to the FY 2013 Program Budget to transfer $1.15 million from CIP 1143500 Trestle Bridge Replacement to CIP 1143600 San Luis Rey Transit Center in substantially the same form as Attachments 1 and 2.

GARY L. GALLEGOS
Executive Director

Attachments: 1. Proposed Budget Amendment for CIP 1143500, Trestles
             2. Proposed Budget Amendment for CIP 1143600, San Luis Rey Transit Center

Key Staff Contact: Tim DeWitt, (619) 699-1935, Tim.DeWitt@sandag.org
This project will replace the north segment of railroad bridge 207.6. The replacement bridge will be constructed in the same location as the existing bridge with a new concrete structure. Bridge 207.6 is comprised of three segments: the south and north segments are timber pile trestles with lengths of 100 ft and 558 ft, respectively, and the middle 200-ft concrete segment, for a total bridge length of 858 ft. The bridge was originally constructed in 1941 as an 858-ft timber pile trestle/bridge. During the 1998 El Nino storms, the center portion of the bridge was heavily damaged, resulting in emergency replacement of a 200-ft section with a concrete structure.

This bridge is located on the Los Angeles - San Diego (LOSAN) rail corridor, the second busiest intercity rail corridor in the nation, just south of the Orange County line. This bridge requires frequent maintenance because of its age, deterioration due to the marine environment, two bridge fires set by the public from the adjacent beach, and passage of fast and frequent trains, which accelerates wear and tear on key bridge components. An inspection by J.L. Patterson in 2007 cited numerous problems with bridges along the coastal right-of-way. The inspection identified that bridge 207.6 is in critical need of repair and replacement within two years. This replacement project will ensure continued safe and reliable rail service for Amtrak, Burlington Northern Santa Fe (BNSF), and Metrolink trains.

Construction completed August 2012. This project is in close out phase.

### Expenditure Plan ($000)

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<th>FY 14</th>
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This project will provide for the construction of the San Luis Rey Transit Center, a 12-bay transit center anchoring a mixed-use residential and retail development in suburban North County.

Located approximately 30 minutes from both the Oceanside and Vista transit centers, the new transit center will provide timed connections for local and regional bus services. This is a growing area of North County and an area in which demand for enhanced transit services is increasing. The interim station has grown to become the eighth busiest in the North County Transit District (NCTD) service area. The new transit center will provide connections to Camp Pendleton and SPRINT rail service as well as provide local service within northeast Oceanside.

Land acquisition is complete. Public improvements and site improvements are in process. Final design is complete. Construction to commence in March 2012.

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LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY AMENDED JOINT POWERS AGREEMENT

This item deleted from agenda
January 16, 2013

Governor Jerry Brown
State Capital Building, Suite 1173
Sacramento, CA 95814-4905

Re: Support CPUC Proposed Decision A1105023, Prevent GHG Emissions from un-needed power plants\(^1\), Prevent threats to CCA formation in San Diego

Dear Governor Brown,

Please join more than 8,000 Californians that have contacted the CPUC to support the Proposed Decision regarding three un-needed power plants in San Diego County. The Proposed Decision, if adopted on January 24, can prevent the emission of over 900,000 annual tons of greenhouse gases by denying purchase power tolling agreements. The most significant of these plants are Pio Pico, estimated to release 685,000 annual tons of GHGs and Quail Brush with over 200 annual tons.

Combined, these power plants (Pio Pico, Quail Brush and Escondido) would be extremely \textbf{damaging, not only to efforts to control GHG emissions, but also to plans to accelerate the adoption of distributed roof-top solar through the launch of a new San Diego Energy District CCA}. The public would be saddled with at least $1.2 billion in construction and finance costs for Pio Pico and Quail Brush. The power plants would require additional exit fees to be paid by the new San Diego Energy District CCA that could skew the competitive price structure away from the CCA\(^2\). Consider also, Pio Pico and Quail Brush combined would create only 23 permanent jobs, while in stark contrast, a San Diego Energy District can create thousands of clean energy jobs that keep funds circulating locally.

\(^1\) Peak demand has been stable in San Diego and statewide since 1999. Generation capacity of gas-fired plants is in \textit{excess of 30\% now}. The Los Angeles metropolitan area will add 2,000 MW of gas-fired power plants this summer that will further balloon generation capacity. And yet another 2,000 MW are slated for construction elsewhere in California.

\(^2\) Community Choice Aggregation (CCA) as authorized by AB117 and implemented by Marin Energy Authority. Outside California, Massachusetts, Illinois, Ohio, New Jersey and Rhode Island have municipalities with CCAs. Illinois has 237 CCAs alone.
Furthermore, it has come to our attention that the energy industry is lobbying heavily to get the CPUC Proposed Decision reversed. This is evidenced by ex parte communications we have obtained and by two postponements of the Proposed Decision at CPUC hearing. Thus, we are asking you to protect the public interest by formally supporting the Proposed Decision at the CPUC.

Sincerely,

Van K. Collinsworth
Resource Analyst/Executive Director

cc.
San Diego Mayor Bob Filner
San Diego City Council
Santee Mayor Randy Voepel
Santee City Council
San Diego County Board of Supervisors
Senator Marty Block
Assemblyman Brian Jones
Assemblyman Brian Maienschein
Assemblywoman Toni Atkins
San Diego Energy District Foundation

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3 http://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M042/K156/42156039.PDF
4 http://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M031/K723/31723058.PDF
At the last SANDAG Board Meeting on January 11, 2013, there was some discussion about how well transit worked in Portland, OR. The Cleveland National Forest Foundation is submitting the following pages from a paper written by Gerald Fox PE who played a major role in Portland’s development of an effective transit system. We hope this information will help Board Members understand what Portland did and use this knowledge to change SANDAG’s current transit polices.

Sincerely,
Jack Shu, President
Cleveland National Forest Foundation
Busways or LRT? - Why Portland chose Light Rail.

Some Context.
In the early 1970’s Portland, Oregon’s transportation policies experienced a period of turmoil. A recently approved plan to build a regional network of freeways and expressways floundered as the costs and impacts began to be understood. The idea that transit, (represented at that time by a failing private bus company,) could be part of the solution had little credibility. Oregon’s Governor, Tom McCall appointed a task force of prominent citizens to recommend a way out of the policy deadlock. The Governor’s Task Force reported back that it was not practical to build enough roads to satisfy the demand for unrestricted highway use, and that attempting to do so would place an immense burden on public finances, and cause major negative impacts to the community and city environment. The Task Force recommended that future investment in the highway system be constrained to completing projects already under construction, correcting safety problems, and balancing segment capacity throughout the highway system. A network of bus or rail transitways was proposed to augment the capacity of the highway system, and to provide a high quality alternative mode of travel.

30 years later, Portland has built 4 light rail corridors, with a fifth nearing completion. 105 rail cars and 635 buses attract over 300,000 boarding trips per day. No major new highways have been built for 25 years, and despite population growth, Portland’s traffic congestion is no worse than that in comparable cities that had invested heavily in urban highways.

A hundred years ago, the streetcar was the dominant mode of urban transportation. Around the world, many hundreds of cities invested in streetcar systems. But between 1920 and 1960 automotive technology advanced rapidly, and private cars and buses replaced the streetcar systems in most urban areas. Then, under the burden of congestion, and traffic impacts, planners began to consider light rail again, as an ingredient in the urban mobility mix. By 2008, numerous new light rail systems had been built, and more were being proposed somewhere in the world at the rate of about one a week. Portland was a pioneer in this movement, but its experiences are typical of many other cities today.

In the 1970’s, when LRT was first proposed in Portland, it was less than 20 years since the last streetcar had run. “Why?” people would ask, “bring back streetcars, if they didn’t make sense before?” But at the time of their demise, the old streetcars and their tracks were worn out. Highways were the growth industry, and most cities had neither funding to improve public transit, nor appreciation of the short-comings of relying only on highways. Transit operators generally perceived that if you had a vehicle the size of a bus, and you ran it in the street, like a bus, it was a lot cheaper to run a bus. And so buses became the main mode of urban transit, and by 1960, streetcars were virtually extinct.

While the economic argument against streetcars was more or less valid everywhere, some European cities came up with a different solution. They did not scrap their streetcars. Instead, streetcars became bigger, often two or three times the size of buses. They could
be coupled into trains, with a single driver. Fare collection was reformed, to allow boarding from the street through multiple doors, and traffic priority was introduced. New railcars, and new tracks led to greater comfort and quieter operation. The result was quiet efficiency, comfort, and public acclaim. This is the essence of modern light rail.

In the U.S., transit planning in the 1970’s generally recognized only two modes; buses, and heavy rail (ie subways). In Portland, the 1973 “Transit Master Plan” for 1990 called for a fleet of 1000 buses, operating on streets and a network of busways. Light rail was not considered relevant. The Governor’s Task Force also recommended bus transitways, but suggested that in some corridors, where railroads existed, light rail might be a feasible alternative. In 1977, detailed studies began for the region’s first transitway corridor. Initially proposed as a busway, these studies eventually led to the adoption of light rail as the preferred alternative.

Portland’s first light rail line opened in 1986, and in subsequent years and in new corridors, the initial decision to adopt LRT has been revisited and tested repeatedly against other options, particularly bus alternatives, under the critical eye of the Federal Transit Administration. And in each corridor, LRT has emerged as the preferred alternative. Which is not to deny the role buses play in the regional transit system. Two thirds of the region’s transit ridership is still on the bus system, and there are now 10 urban bus routes where the introduction of frequent all-day service has resulted in spectacular ridership increases.

The purpose of this paper is to outline some of the reasons why the Portland Region adopted light rail initially, and has been expanding the network ever since. While other cities may have different conditions or priorities, many of these reasons can be adapted to local conditions, and are, in general, widely applicable.

**LRT is efficient.**

There are many aspects to efficiency both in operating costs, and the use of street space. Consider:

- In Portland, each railcar does the work of at least 4 buses. Carrying over 200 passengers, each car has over 3 times the capacity of a bus. It also moves about 25 % faster through traffic due to faster loading and traffic priority (see more below). And the rail cars usually operate in two car trains, so that each train does the work of 8 buses, still operated by one driver.

- An LRT train, coming every 8 minutes, can reasonably expect to get signal priority at intersections. The equivalent buses would come every minute, rendering signal priority impractical.

- LRT moves people far more efficiently through the streets. A train moves as a unit, passing through an intersection in about 12 seconds. The equivalent buses behave like a concertina. The first bus goes through the intersection. The second bus starts up, and follows it, and so on, stretching the buses out like a concertina. The fifth or sixth bus will miss the signal, and have to wait for the next green light. And in doing so, will delay buses following on the next signal cycle.
Much the same thing happens at stops. A train pulls up, and people get off and on through multiple doors. A Portland train has 8 double-wide doors. When a group of buses pull up, the passengers run back and forth at the stop to see which bus they want to board, creating confusion and delay. In busy times, bus dwell times can be twice LRT dwell times.

Although a rail car costs far more than a bus, its greater capacity, and longer life result in very similar life cycle costs. A railcar typically lasts twice as long as a bus. For instance, TriMet retires its buses after 13 to 15 years, while the first batch of railcars are still in daily service after 23 years. In 2008, a railcar cost about $4,000,000. A bus cost about $300,000. If the railcar can do the work of 4 buses, it would replace about $1,200,000 worth of buses. But after about 14 years, these buses would need to be replaced by four new ones. And with 14 years of inflation, these will cost almost twice as much, say $500,000 each, or $2,000,000 total. So the $4,000,000 railcar saved $3,200,000 worth of bus purchases over its 30 year life. And this doesn’t consider the operating cost savings.

Given a choice, the public prefers trains to buses

The Governor’s Task Force had designated a busway as the preferred mode for Portland’s first transitway, with the State Highway Division as the lead agency. However as the study progressed, the community began to advocate for a rail alternative, a position supported by technical analysis. Eventually light rail was selected as the preferred alternative; a fairly daring commitment in 1977. Public preference for rail is frequently encountered in the transportation field, particularly where the public is already familiar with a modern rail system. This preference is difficult to account for using only the common measures for performance and cost, suggesting other factors need to be considered:

- Recent surveys in Portland have shown support for the rail system approaching 80%. The eventual expansion of the rail system to all the major transportation corridors has become the foundation of the region’s transportation policies.
- One suburban community had initially objected to having rail “forced on them” by the regional planning process. Defeated at the polls, the rail project was cancelled, and alternative (bus oriented) transit plans presented to the community. After 2 years of studying all the non-rail options, the community decided they preferred light rail after all.
- It is difficult to pinpoint the rationale for public preference for rail. It is probably the cumulative effect of many small advantages, such as better waiting conditions (vs bus stops); smoother, faster, quieter ride; reliability; easier “way-finding”, and the confidence the user derives from a fixed facility.
- And this “implied” public preference translates into “observed” ridership increases. After years of measuring and analyzing the performance of new LRT lines, the Portland region has been able to convince the Federal Transportation Administration (who monitors and approves the planning of all projects it helps fund) that there really is a rail bias factor, and that it can be legitimately used in projecting future rail ridership. The numerical value of this “rail factor” is a function of corridor characteristics, and varies from project to project.
Observation of rider patterns shows that passengers sometimes walk several blocks past a parallel bus route to reach a rail station that serves the same destination.

Advertisements for homes and apartments often mention their proximity to the rail system. Studies of property values consistently show increases attributed to the proximity of rail stations.

**Rail helps structure/restructure the community**

Rail is often perceived as giving structure to a city; creating a sense of “place”. Historically, streetcar lines were often promoted by real estate developers. The new generation of rail lines are often seen as the catalyst for urban regeneration. Here, bus “flexibility” is not necessarily an asset. Rail creates the permanent framework needed to support development and investment decisions. Consider:

- Attracted by redevelopment, and under pressure of rising fuel costs and traffic congestion, population is returning to the central city. In Portland, the City streetcar has been influential in attracting a new wave of urban dwellers who make little or no use of their cars in their daily round.
- Since rail re-appeared in the region, in the 1980’s, it has become a dominant consideration in the location of major new public and private facilities. Access to rail reduces the traffic impacts of such developments, and leads to further increases in transit ridership.
- Although buses are more “flexible”, the main corridors in an urban area do not change, and their permanence is fundamental to many development decisions.
- A particularly unfortunate fiction is the concept of the “convertible busway”, often touted to disarm rail protagonists. Advocates of convertible busways suggest that a busway, once it had built up ridership, could be shut down (for a year or two,) dismantled and rebuilt as a rail line. Thus one type of transitway (buses) would be replaced with another, rather more effective mode (rail), at immense additional cost. Overlooked is the disruption riders would experience during the changeover, and the wasted investment such a plan implies. Meanwhile adjacent properties would endure a double dose of construction impacts and traffic disruption, and the land use benefits often attributed to rail would be deferred. Not surprisingly, while convertible busways have been proposed frequently, and they have seldom been built.

**Rail is the greenest option**

Greenhouse gases, pollution, peak oil, sustainability and changing urban lifestyles are changing the world. Rail has become a key element in the drive to reduce greenhouse gases. Consider:

- Large concentrations of buses create significant noise and air pollution, degrading the street environment and the riders travel experience.
- In the 1970’s Portland concentrated its growing bus system on two transit mall streets downtown. Passengers enjoyed improved waiting amenities, and more convenient transfers. It also underlined the environmental consequences of relying on buses alone as the number of riders and buses grew. Introducing rail
has capped the increase in bus numbers and impacts downtown, even as ridership has increased dramatically.

- Rail has demonstrated a dramatic influence on land use and development decisions. Most of the major public facilities built in recent years (Convention Center, Sports Arena, government offices etc) have been located within walking distance of a rail line. In addition, most of the region’s high density development has been attracted to the vicinity of rail stations. Consequently even more rail ridership is attracted over time, and these facilities generate far less traffic than if they were sited randomly, not on the rail system.

- LRT uses electrical power, which is quieter, particularly when accelerating, produces no pollution in the streets and is derived from a variety of sources, many of them (wind, hydro, solar) renewable.

**Rail is a proven technology.**

In the early days of the transit revival, transit planners were confronted by a profusion of new transit modes that were allegedly able to solve the shortcomings of the existing bus and rail systems. There were monorails, personal rapid transit, a variety of guided buses, maglev, and a several proprietary automated systems. These systems had several common characteristics. They were new and untested, and the claims of their proponents could not be substantiated. Typically they were proprietary technologies resulting in the customer being tied to the original supplier. (who might, and often did, go out of business). Of the few “new mode” systems built, almost none were built twice, and some have even been abandoned, or languish on as “transit orphans”.

A particular problem with guided buses is the difficulty of providing a fail-safe signal system to allow vehicles to travel fast and safely when sight distance is limited by curves, tunnels, or the weather. This problem has lead to several busway accidents.

By contrast, rail, and particularly light rail is a long established technology. It is a package of well-proven components that can be configured to suit a variety of conditions without technical risk. All of the components (track, signaling and vehicles) are available from multiple, competing suppliers, and life expectancy and long term performance can be confidently predicted.

**Conclusion**

This brief paper summarizes some of the reasons why, 30 years ago, Portland decided to build a new light rail system, and has continued to expand that system to this day. It has often been alleged that many of the individual attributes of rail can also be achieved with buses, at a lower initial cost. Buses can be electrified. Longer buses can be built, and even provided with trailer buses (subject to traffic regulations). Several concepts for guiding buses have been developed, and busways as permanent as a rail line have been built. But a system that wants all of these attributes will invariably find that it is more cost effective, and carries less technical risk, to do so with a rail system. A conclusion one can observe today on transit systems all over the world.

Gerald Fox PE Portland, Oregon. November 2008
Honorable Chair, Board Members, and Staff:

Mike Bullock, a retired satellite systems engineer and the Transportation Chair for the San Diego Sierra Club.

I have given you notices of upcoming presentations of *Climate and Climate Mandates on Regional Transportation*.

Climate destabilization is a physical-world, negative impact. CEQA is about such impacts. S-3-05 is about destabilization. Therefore S-3-05 cannot be ignored in an EIR. Driving must be reduced **significantly** to support climate stabilization.

Unbundling the cost of parking is feasible mitigation. It can’t be ignored or misrepresented. Case studies show that it will decrease driving, on average, by 23%. Since driving must be reduced significantly, it needs to be applied, nearly everywhere.

On July 27, 2012, at 11 minutes into your meeting, Supervisor Ron Roberts asked for a definition of unbundling the cost of parking. Chairman Stocks said it was not in SANDAG’s tool box. However, Supervisor Roberts persisted. Director Stoll then mischaracterized the concept, saying it was “charging for parking”. I would like Director Stoll to correct that mischaracterization.

I apologize for repeating what I said in December. Here’s how unbundling works.

Let’s say we have 100 employees, all working the same hours, and all driving. For simplicity, let’s assume the employees get parking-lot earnings every day, instead of the more reasonable time of every month. If the charge is $5 per day, the parking lot earnings amount is $500 a day, and so each employee would get $5 per day. They would break even. That illustrates why this is not just charging for parking.

Now, if one employee decides to stop driving, the money collected will drop to $495 per day and so each employee will only earn $4.95 per day. The drivers are paying $5 so they each lose 5 cents. The non-driver feels like she is getting paid $4.95 per day to not drive. If the employees find a way
to use the unused parking space to earn $5 per day, no one loses money. This is why unbundling the cost supports shared parking, which has advantages in any case. Technology can make this easy. Please read my paper.

Thank you.         mike_bullock@earthlink.net
Climate and Transportation
The Palomar Unitarian Universalist Fellowship’s Humanist Group will present *Climate and Climate Mandates on Regional Transportation*, from 7 to 8:30 PM, on Wednesday February 13, 2013, at PUUF’s Fellowship Meeting Hall, 1600 Buena Vista Drive, in Vista.

Mike Bullock is a retired satellite systems engineer and the Transportation Chair for the San Diego Sierra Club. He has presented at numerous meetings and conferences in our region, as well as in Calgary and Guadalajara. He will present why and how fast we must reduce our emissions, the implications for transportation, and solutions. He will also status the lawsuit recently lost by SANDAG.  

mike_bullock@earthlink.net

For more details, please read the backside of this flyer.
Mike is a member of the Democratic Club of Carlsbad and Oceanside, the La Jolla Democratic Club, and the State and County Democratic Party Central Committees. He has authored resolutions leading to important climate/transportation additions to the California Democratic Party Platform. He has presented at 4 Democratic clubs, a chapter of the League of Women Voters, the Bright Green Future Conference, the United Green Conference, and the Engineers for a Sustainable Future Conference (Oct. 2012, UCSD).

His paper on car parking policy was published by the Air & Waste Management Association and presented in Calgary, at their Sustainable Land Use & Transportation Session, at the Association's 103rd Conference and Exposition, in the summer of 2010. It was also presented in Guadalajara at the Towards Carless Cities Conference.

He represents San Diego Sierra Club on Sierra Club California's California-Nevada Regional Conservation Committee, where he has authored approved resolutions on Equitable and Environmentally-Sound Road Use Fee Pricing Systems and on Equitable and Environmentally-Sound Car Parking Policies.

You may request Mike’s presentation file, using his email address on the front of this flyer.

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You may request Mike’s presentation file, using his email address on the front of this flyer.
The Pacific Beach Democratic Club will host Mike Bullock’s *Car Parking Policy to Support Climate Mandates on Regional Transportation*, at their February 2, 2013 meeting, at the Pacific Beach Recreation Center, 1405 Diamond Street, San Diego, 11AM - 1PM. Club business will also be conducted.

Mike is a retired satellite systems engineer and the Transportation Chair for the San Diego Sierra Club. He has presented this topic at numerous conferences. He will also status the lawsuit recently lost by SANDAG.

This is a non-partisan topic, with implications for policy, stemming from the science and mathematics of climate stabilization. Please invite your friends and colleagues from all walks of life to attend this important discussion.  

For more details, please read the backside of this flyer.

mike_bullock@earthlink.net

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2012 Year in Review

Compiling Regional Crime Stats Over Time

Regional Crime Rates per 1,000 Population

Property Crime Rates

Violent Crime Rates

January 25, 2013
Informing the Region with SAM

![Bar chart showing percentages of juveniles who use prescription drugs illegally also use illicit drugs.](chart)

CJ Faxes: Concise Timely Updates

**AB 109: Fact Versus Fiction**
- As part of AB 109, PROs are being released early from prison. **FACT**
- PROs may have a prior violent or serious offense history, even if the most recent was non-violent and non-violent. **FACT**
- PROs in our community would have...

**MONTHLY AVERAGE OF REALIGNED POPULATION**
San Diego County 2011-2012

**LOCAL RATE OF PROBATION REFERRALS LOWER THAN STATEWIDE**

**KNOWN HOMICIDE MOTIVES ACROSS THE REGION**
- Argument
- DV
- Other
Getting Info Out to Different Audiences

Stakeholders Positive About the Clearinghouse

- 96 surveys completed September/October
- 97% said CJ information on the SANDAG website was useful
- 98% said CJ Faxes are interesting, 97% relevant, and 100% easy to read and understand
- 100% said CJ Bulletins are interesting, 96% relevant, and 97% easy to read and understand
Independent Evaluations & Needs Assessments

- Almost two dozen projects with dedicated funding in 2012
- Collaborative partners from local, state, and federal agencies
- Evaluations of efforts to provide re-entry services, strategic policing, task force collaboration, use of best practices in supervising offenders, mentoring programs, and other juvenile delinquency efforts

SB 618 Evaluation Completed and Informing Other Efforts

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<th>Treatment (N=305)</th>
<th>Comparison (N=311)</th>
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<tr>
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<tr>
<td>Convicted</td>
<td>33%</td>
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<td>Returned to Prison for Parole Violation*</td>
<td>21%</td>
<td>39%</td>
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<tr>
<td>Returned to Prison for New Term</td>
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<tr>
<td>Returned to Prison for Any Reason*</td>
<td>34%</td>
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*Differences significant at .05 level.
Graffiti Tracker Evaluation Showed Positive Results

![Graffiti Tracker Evaluation Graph]

**Number of Individuals Ordered to Pay Restitution**

<table>
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<tr>
<th>Year</th>
<th>Adult</th>
<th>Juvenile</th>
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<td>2010</td>
<td>34</td>
<td>62</td>
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<td>2011</td>
<td>88</td>
<td>126</td>
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</tbody>
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Documenting Need for Chula Vista Promise Neighborhoods

- Not enrolled in an Early Learning Program (57%)
- Do not attend Pre-School (61%)
- Less than 20% get two or more servings of fruits and vegetables
- Read to three days a week on average
- Not prepared to enter Kindergarten
Looking Forward: 2013

- Clearinghouse
- Projects Completing
  - Coming Home to Stay
  - Law Enforcement Intelligence-Led Efforts
  - Cross-Border Task Force
  - Juvenile Detention Bed Needs Assessment
- Projects Beginning/Gearing Up
  - AB 109
  - CVPN Implementation