EXECUTIVE COMMITTEE
AGENDA

Friday, September 12, 2014
9 to 10 a.m.
SANDAG, 7th Floor Conference Room
401 B Street
San Diego

AGENDA HIGHLIGHTS

• PUBLIC SAFETY AT SANDAG - POLICY REVIEW
• PROPOSED FY 2015 PROGRAM BUDGET AMENDMENTS: CALTRANS TRANSPORTATION PLANNING GRANTS
• MASTER FUND TRANSFER AGREEMENT WITH CALTRANS

PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING

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 Executive Committee on any item at the time the Committee 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 Committee seated at the front table. Members of the public may address the Committee 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 Executive Committee may take action on any item appearing on the agenda.

Public comments regarding the agenda can be sent to SANDAG via comment@sandag.org. Please include the agenda item, your name, and your organization. Email comments should be received no later than 12 noon, two working days prior to the Executive Committee meeting. Any handouts, presentations, or other materials from the public intended for distribution at the Executive Committee meeting should be received by the Committee Clerk no later than 12 noon, two working days prior to the meeting.

In order to keep the public informed in an efficient manner and facilitate public participation, SANDAG also provides access to all agenda and meeting materials online at www.sandag.org/meetings. Additionally, interested persons can sign up for e-notifications via our e-distribution list at either the SANDAG website or by sending an email request to webmaster@sandag.org.

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EXECUTIVE COMMITTEE
Friday, September 12, 2014

ITEM NO.                                    RECOMMENDATION

+1. APPROVAL OF MEETING MINUTES            APPROVE
The Executive Committee is asked to review and approve the minutes from the
July 11, 2014, meeting.

+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 Executive
Committee on any issue within the jurisdiction of the Committee 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 prior to speaking. Public
speakers should notify the Clerk if they have a handout for distribution to
Committee members. Public speakers are limited to three minutes or less per
person. Committee members also may provide information and announcements
under this agenda item.

CONSENT

+3. LEGISLATIVE STATUS REPORT (Victoria Stackwick, Robyn Wapner) INFORMATION
Periodic status reports on legislative activities are provided to the Executive
Committee throughout the year. This report provides a summary of the various
federal and state activities.

CHAIR’S REPORT

+4. PERFORMANCE EVALUATION OF EXECUTIVE DIRECTOR RECOMMEND
Pursuant to the employment agreement with the Executive Director, the Board of
Directors is required to annually review his performance. If the Executive Director’s
performance is determined to be satisfactory, the Board of Directors is required to
adjust his base salary in accordance with the employment agreement provisions.
The Executive Committee is asked to recommend that the Board of Directors
approve: (1) the Executive Director’s Performance Evaluation for the period July
2013 to June 2014, determining his performance satisfactory; and (2) Key Success
Indicators that would be used to evaluate the overall performance of the
Executive Director for FY 2015. The Committee also is asked to consider a bonus
award to the Executive Director based on accomplishment of the performance
objectives during the past year.

REPORTS

+5. REVIEW OF DRAFT BOARD AGENDAS (Kim Kawada) APPROVE
+5A. Draft Board Business Agenda - September 26, 2014
+5B. Draft Board Policy Agenda - October 10, 2014
At the July 11, 2014, Board Policy meeting, an overview of the SANDAG Public Safety Program was provided. The Board of Directors directed staff to develop alternatives to current Board Policy, including alternatives for a revised composition of voting members serving on the Public Safety Committee (PSC) for review by the Executive Committee. The Executive Committee is asked to: (1) discuss the proposed amendments to Board Policy No. 026: Public Safety Policy Advisory Committee, and recommend that the Board of Directors approve the proposed Board Policy amendments; and (2) discuss alternatives for revising the voting composition of the PSC and recommend an option for Board consideration.

Caltrans recently announced the award of FY 2015 Caltrans Transportation Planning Grants for two SANDAG projects. The Executive Committee is asked to approve the proposed amendments to the FY 2015 Program Budget and Overall Work Program and accept $423,619 in Caltrans Transportation Planning Grant funding.

The Master Fund Transfer Agreement (MFTA) with Caltrans is a ten-year agreement that allows SANDAG to receive Consolidated Planning Grant funds on an annual basis. The current MFTA expires on December 31, 2014, and Caltrans has requested an adopted Board Resolution by September 30, 2014, to extend the current agreement. The Executive Committee is asked to recommend that the Board of Directors adopt Board Resolution No. 2015-06 to authorize the Executive Director to execute the revised MFTA, enabling SANDAG to receive federal planning funds.

In accordance with the Statement of Auditing Standards (SAS) No. 114, the auditor should communicate with those charged with governance: (a) the auditor’s responsibilities under generally accepted auditing standards; (b) an overview of the planned scope and timing of the audit; and (c) significant findings from the audit. Items (a) and (b) are included in the attached letter. Item (c) will be communicated in an SAS No. 114 letter after the audit is complete and the Comprehensive Annual Financial Report (CAFR) is issued. The CAFR is anticipated for presentation to the Executive Committee and Board of Directors in January 2015.

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.
11. **UPCOMING MEETINGS**
   The next meeting of the Executive Committee is scheduled for Friday, October 10, 2014. *Please note, this meeting will be held at 8:15 a.m.*

12. **ADJOURNMENT**

   + next to an agenda item indicates an attachment
EXECUTIVE COMMITTEE

SEPTEMBER 12, 2014

AGENDA ITEM NO. 14-09-1

ACTION REQUESTED – APPROVE

EXECUTIVE COMMITTEE DISCUSSION AND ACTIONS

JULY 11, 2014

Chairman Jack Dale (East County) called the meeting of the SANDAG Executive Committee to order at 9:30 a.m. The attendance sheet for the meeting is attached.

1. APPROVAL OF THE JUNE 13, 2014, MEETING MINUTES

   Action: Upon a motion by Mayor Matt Hall (North County Coastal) and a second by Council President Todd Gloria (City of San Diego), the minutes of the June 13, 2014, Executive Committee meeting were approved. Yes - 6. No - 0. Abstain - 0. Absent – None.

2. PUBLIC COMMENTS/COMMUNICATIONS/MEMBER COMMENTS

   Chairman Dale briefed the Committee members regarding the rating agency interviews for the 2014 Series Bond issuance.

REPORTS

3. REVIEW OF DRAFT BOARD AGENDAS (APPROVE)

   3A. Draft Board Business Agenda - July 25, 2014
   3B. Draft Board Special Agenda - August 15, 2014

   Kim Kawada, Chief Deputy Executive Director, presented the draft agendas.

   Action: Upon a motion by Council President Gloria and a second by Mayor Hall, the Executive Committee approved the draft July 25, 2014, Board Business Agenda, as amended; and, the August 15, 2014, Board Special Agenda. Yes - 6. No - 0. Abstain - 0. Absent - None.

4. LEGISLATIVE STATUS REPORT (INFORMATION/POSSIBLE ACTION)

   Periodic status reports on legislative activities are provided to the Executive Committee throughout the year. This report provided a summary of the various federal and state activities.

   Victoria Stackwick, Principal Legislative Analyst, presented the federal update.

   Robyn Wapner, Senior Legislative Analyst, presented the state update.
**Action:** This item was presented for information/possible action.

5. **CONTINUED PUBLIC COMMENTS**

There were no continued public comments.

6. **UPCOMING MEETINGS**

The August 8, 2014, Executive Committee meeting is cancelled. The next meeting of the Executive Committee is scheduled for Friday, September 12, 2014, at 9 a.m.

7. **ADJOURNMENT**

Chairman Dale adjourned the meeting at 9:45 a.m.
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LEGISLATIVE STATUS REPORT

Introduction

Periodic status reports on legislative activities are provided to the Executive Committee during the year. This report provides a summary of key federal and state legislative updates, including the Highway Trust Fund Extension and ongoing development of state cap-and-trade funding programs. Attachments 1 and 2 include summaries from Peyser and Associates on federal legislative activity and Ellison Wilson Advocacy on state legislative activity related to SANDAG for the month of August, respectively.

Discussion

Federal Legislative Update

Highway Trust Fund Extension

On August 8, 2014, President Obama signed into law H.R. 5021, the Highway and Transportation Funding Act of 2014. The measure provides $10.8 billion to allow the Highway Trust Fund to remain solvent and extends the Moving Ahead for Progress in the 21st Century Act funding authorization and policies for highway, mass transit, and safety programs through May 31, 2015. No user fees were increased; rather, Congress offset the general fund expenditure through pension reform, increasing customs fees, and funding transfers from the Leaking Underground Storage Tank Trust Fund. This is the tenth short-term extension of the federal transportation authorizing legislation in the past five years.

State Legislative Update

The last day for the California Legislature to pass bills was August 31, 2014. The Governor has until September 30, 2014, to sign or veto any bills he has received. This section of the report provides a brief update on legislation previously acted on by the Executive Committee.

Assembly Bill 2090 (AB 2090): This bill, introduced by Assemblymember Paul Fong (D – San Jose), allows for a broader set of performance measures to be established for High Occupancy Toll lane corridors and provides the option of requiring High Occupancy Vehicle lane users to possess a switchable electronic transponder device.

On May 9, 2014, the Executive Committee voted to approve a support position, while soliciting an amendment to include SANDAG in this bill. On June 5, 2014, the bill was amended to include SANDAG, on August 11, 2014, the measure was passed out of the Assembly, and on August 18, 2014, it was passed out of the Senate. AB 2090 is currently under review by the Governor.
**Senate Bill 1228 (SB 1228):** This bill, introduced by Senator Ben Hueso (D – San Diego), continues the existence of the Trade Corridors Improvement Fund (TCIF) to receive funding from other sources, including transfers from the Greenhouse Gas Reduction Fund (GGRF). The TCIF was created following the passage of Proposition 1B (2006) and directed the California Transportation Commission (CTC) to allocate bond revenues to goods movement projects identified in statewide planning documents. Projects in San Diego that received TCIF funding include State Route 905 (SR 905), State Route 11 and Otay Mesa East Border Crossing, San Ysidro Intermodal Yard and South Line Mainline, Sorrento-Miramar Double Track Phase I and II, Port of San Diego Access Improvements, and the SR 905/125 Connector.

On May 9, 2014, the Executive Committee voted to approve a support position for SB 1228. On August 28, 2014, the measure was passed out of the Assembly and on August 29, 2014, it was passed out of the Senate. SB 1228 is currently under review by the Governor.

**Cap-and-Trade Legislation**

Legislative efforts to delay the inclusion of transportation fuels under the Cap-and-Trade Program were unsuccessful. As such, the second compliance period for the California Air Resources Board (ARB) Cap-and-Trade Program is set to proceed as scheduled in 2015. Transportation fuels, which account for roughly 40 percent of California’s greenhouse gas (GHG) emissions, will become part of the Cap-and-Trade Program at that time.

The amount of revenue that will be raised as a result of this is difficult to predict, particularly due to the uncertainty regarding future allowance prices. However, the California Legislative Analyst’s Office estimates that total cap-and-trade revenues from all auctions through 2020 could range from $12 billion to $45 billion.

**Cap-and-Trade Funding Programs**

The FY 2014-15 State Budget included an authorization of $872 million for various transit, sustainable communities, and low-carbon transportation programs that reduce GHG emissions. As part of the budget process, Senate Bill 862 (Committee on Budget and Fiscal Review) also was passed, which established long-term funding programs from cap-and-trade revenues. This section of the report provides a brief update on several of these programs.

**Low Carbon Transit Operations Program:** In FY 2014-15, this program will provide $25 million for local transit agencies to support new or expanded bus and rail services. Expenditures are required to result in an increase in transit ridership and a decrease in GHG emissions. Beginning in FY 2015-16, this program will receive an annual appropriation of 5 percent of the GGRF.

Guidelines for this program are being developed by the Department of Transportation (Caltrans), in coordination with ARB. Release of the final guidelines and review of project funding allocations are scheduled to take place in the first half of 2015.

**Transit and Intercity Rail Capital Program:** In FY 2014-15, this program will provide $25 million to administer a competitive grant program for rail and bus transit operators for capital improvements for projects that provide connectivity to the High-Speed Rail System. Beginning in FY 2015-16, this program will receive an annual appropriation of 10 percent of the GGRF.
The California State Transportation Agency (CalSTA) will work with Caltrans and the CTC to implement this program. The Administration is scheduled to release draft guidelines in fall 2014, with guidelines finalized and a solicitation for projects planned in the first half of 2015.

**Affordable Housing and Sustainable Communities Program:** In FY 2014-15, this program will provide $130 million to fund land-use, housing, transportation, and land preservation projects to support infill and compact development that reduces GHG. Beginning in FY 2015-16, this program will receive an annual appropriation of 20 percent of the GGRF.

The Strategic Growth Council will coordinate this program. Final guidelines for the program are expected to be released in December 2014, and funding solicitations are scheduled to be released in January 2015, with awards announced in June 2015.

**Low Carbon Transportation:** In FY 2014-15, this program will provide $200 million to accelerate the transition to low carbon freight and passenger transportation. This program was not provided an ongoing annual appropriation in future fiscal years.

While ARB will manage this program, CalSTA/CTC and Caltrans/local transit agencies also are listed as potential administering agencies. Details are forthcoming regarding the timing of guidelines and solicitations for this program.

**Disadvantaged Communities**

As required by Senate Bill 535 (De Leon, 2012) and its implementing statute, 25 percent of the GGRF must be allocated to projects that provide benefits to disadvantaged communities and, of that amount, a minimum of 10 percent must be allocated to projects located within disadvantaged communities. In 2014, the California Legislature amended the Health and Safety Code to require that ARB develop funding guidelines for administering agencies that receive appropriations from the GGRF. These guidelines must include a component, to be developed in consultation with the California Environmental Protection Agency, for how administering agencies should maximize benefits for disadvantaged communities.

ARB staff plans to finalize interim guidance on these guidelines in September 2014 and expects to provide full funding guidelines for approval by the ARB in mid-2015.

**Next Steps**

Staff will continue to monitor and update the Executive Committee regarding the status of AB 2090 and SB 1228, and the development of the cap-and-trade programs and guidelines.

**VICTORIA STACKWICK**
Principal Legislative Analyst

Attatchments: 1. Report from Peyser and Associates 
2. Report from Ellison Wilson Advocacy

Key Staff Contacts: Victoria Stackwick, (619) 699-6926, victoria.stackwick@sandag.org
Robyn Wapner, (619) 699-1994, robyn.wapner@sandag.org
Activity Report for SANDAG

August 2014

Peyser Associates LLC

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<td>Emails with C. Parker, FTA, S. Cooney, and V. Stackwick regarding McMillan meeting</td>
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<td>8/12</td>
<td>State Route 11 teleconference; teleconference with S. Cooney regarding Desert Line</td>
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<td>Mid-Coast / TIFIA teleconference; emails with C. Parker, FTA, S. Cooney, and V. Stackwick on McMillan meeting</td>
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<td>Teleconference with V. Stackwick re: Representative Shuster visit to San Diego and Mid-Coast TIFIA</td>
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<td>Teleconference with J. Linthicum, J. Nuncio, S. Kim, et.al. regarding TIFIA for Mid-Coast</td>
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CAPITOL UPDATE

After returning from summer recess on August 4, the Legislature ran through its final frantic weeks of session leading up until the August 31 deadline to pass all bills. For those bills that were passed in the final weeks, the Governor now has until September 30 to sign or veto these bills.

Both SANDAG-supported measures - Assembly Bill 2090 (AB 2090) (Fong), which provides High Occupancy Toll (HOT) lane authorization for SANDAG, and Senate Bill 1228 (SB 1228) (Hueso), which continues the existence of the Trade Corridors Improvement Fund - were both successfully passed by the Legislature and will now head to the Governor’s desk.

ACTIVITY REPORT

7/3: Reviewed and analyzed amendments to Assembly Bill 69 (AB 69) (Perea), which would delay expanding the Cap-and-Trade Program to cover transportation fuels for three years; provided subsequent updates to SANDAG staff.

7/24: Met with Assembly Member Fong’s office regarding the status of SANDAG-supported AB 2090.

8/4: Reviewed draft SANDAG Senate Floor Alert on AB 2090 and distributed to the full Senate.

8/5: Reviewed and analyzed amendments to AB 2090 and Senate Bill 983 (SB 983) (Hernandez) regarding HOT lanes as well as procedural status of Assembly Bill 2250 (AB 2250) (Daly) regarding Managed Lanes; reviewed and analyzed Department of Finances’ (DOF) analysis on SB 1228; met with author’s staff and stakeholders on AB 69; provided subsequent updates to SANDAG staff.

8/6: Met with author’s office on SB 1228 regarding Assembly Appropriations Committee hearing; reviewed the preliminary discussion draft of updates to the California Environmental Quality Act Guidelines, released by the Governor’s Office of Planning and Research, implementing Senate Bill 743 (Steinberg, 2013); provided subsequent updates to SANDAG staff.
8/7:  Reviewed and analyzed Legislative Analyst Office's report regarding AB 69; met with author's staff on AB 2090 regarding Assembly Floor; provided subsequent updates to SANDAG staff.

8/11:  Attended/monitored Senate Floor Session where AB 2090 was successfully passed; reviewed and analyzed Assembly Bill 147 (Perez) regarding Binational Development Account; provided subsequent updates to SANDAG staff.

8/12: Reviewed and analyzed amendments to Assembly Bill 1478 (Budget) regarding cap-and-trade budget clean-up, Senate Bill 556 (SB 556) (Padilla) regarding nongovernmental badges and logos, and Assembly Bill 1179 (Bocanegra) regarding Growth Council; met with author's staff on AB 2090 regarding Assembly Floor; distributed SANDAG's Assembly Floor Alert regarding AB 2090; met with LA Metro regarding SB 983/HOT lanes; met with author's staff on Senate Bill 785 (SB 785) (Wolk) regarding Design-Build; provided subsequent updates to SANDAG staff.

8/13:  Pursuant to SANDAG staff request, provided analysis on AJR 53 (Rendon) regarding National Freight Network Trust Fund Act of 2014; met with author's staff on SB 785 and provided analysis on the bill; reviewed author letter to the Governor on AB 2090; provided subsequent updates to SANDAG staff.

8/14:  Communicated with SANDAG staff regarding SB 785 meeting with author's office; met with author's staff on amendments to SB 1228; attended/monitored suspense hearings in respective appropriations committees; pursuant to SANDAG staff request, provided analysis on SB 983; pursuant to SANDAG staff request, provided analysis on Senate Bill 151 (DeSaulnier) regarding the State Highway Operations and Protection Program; provided subsequent updates to SANDAG staff.

8/15:  Reviewed Assembly Floor Analysis regarding AB 2090; reviewed SANDAG staff analysis regarding SB 785; provided subsequent updates to SANDAG staff.

8/18:  Attended/monitored Assembly Floor Session where AB 2090 was successfully passed; provided subsequent updates to SANDAG staff.

8/19:  Reviewed draft SANDAG letter to the Governor regarding AB 2090; delivered copy of SANDAG letter to the Governor; met with author's staff regarding amendments to SB 785; provided subsequent updates to SANDAG staff.

8/20:  Reviewed and analyzed amendments to SB 1228, Senate Bill 1298 (SB 1298) (Hernandez), Senate Bill 1433 (SB 1433) (Hill) regarding transit design-build, SB 785, as well as procedural status of Senate Bill 928 (SB 928) (Correa) regarding the Mexico international trade and investment office; met with author's staff on SB 785; provided subsequent updates to SANDAG staff.

8/21:  Met with author's staff on SB 785 regarding proposed amendments; attended/monitored respective floor sessions regarding AB 2250, SB 928, and SB 1298; provided subsequent updates to SANDAG staff.
8/22: Reviewed and analyzed amendments to SB 556 and Senate Bill 1077 (DeSaulnier) regarding mileage-based fee pilot program; provided subsequent updates to SANDAG staff.

8/25: Provided SANDAG staff with an update on Air Resource Board workshops regarding Senate Bill 535 (De Leon, 2012); reviewed and analyzed amendments to SB 785 and SB 1433; reviewed article regarding AB 69; provided subsequent updates to SANDAG staff.

8/27: Attended/monitored Assembly Floor Session regarding SB 785; met with author’s office regarding SB 785; provided subsequent updates to SANDAG staff.

8/28: Attended/monitored Assembly Floor Session where SB 1228 was successfully passed; met with author’s staff on SB 1228; attended/monitored Senate Floor Session regarding SB 785; reviewed DOF letter regarding SB 1228; provided subsequent updates to SANDAG staff.

8/29: Pursuant to SANDAG staff’s enquiry, provided analysis on Governor’s review process; attended/monitored Senate Floor Session where SB 1228, Senate Bill 486 (DeSaulnier) regarding Caltrans goals, and performance measures, SB 1298, and SB 1433 were successfully passed; provided subsequent updates to SANDAG staff.
PERFORMANCE EVALUATION OF EXECUTIVE DIRECTOR

Introduction

Pursuant to the employment agreement with the Executive Director, the Board of Directors shall annually review his performance. If the Executive Director’s performance is determined to be satisfactory, the Board of Directors must adjust his base salary in accordance with the employment agreement provisions. The Chair, with input from the First and Second Vice Chairs, has reviewed the Executive Director’s performance evaluation for the period July 2013 to June 2014 (Attachment 1) and recommends that the Executive Director’s performance during the past year be determined satisfactory.

The employment agreement also provides that the Board of Directors use established performance criteria (objectives), as amended from time to time, in the annual review. The Chair, with input from the Vice Chairs, has reviewed the Executive Director’s draft performance objectives for the coming year. Based on Board member input received during last year’s review, the draft performance objectives for FY 2015 are presented in a new, more streamlined format of “Key Success Indicators” that would be used to evaluate the overall performance of the Executive Director for FY 2015 (Attachment 2). The Committee also is asked to consider a bonus award to the Executive Director based on accomplishment of the performance objectives during the past year.

Recommendation

The Executive Committee is asked to recommend that the Board of Directors approve: (1) the Executive Director’s Performance Evaluation for the period July 2013 to June 2014 (Attachment 1), determining his performance satisfactory; and (2) Key Success Indicators that would be used to evaluate the overall performance of the Executive Director for FY 2015 (Attachment 2). The Committee also is asked to consider a bonus award to the Executive Director based on accomplishment of the performance objectives during the past year.

Discussion

The Executive Committee typically reviews the Executive Director’s annual performance evaluation and his performance objectives for the coming year during a regular Committee meeting. The Board of Directors also considers the annual evaluation and approves the performance objectives during a regular meeting. If the Board determines the Executive Director’s performance to be satisfactory, the employment agreement provides that the Board shall adjust his salary on July 1 of each year. Board approval would increase the Executive Director’s salary by $10,000 to $290,000, consistent with the employment agreement. Attachment 3 includes a copy of the Executive Director employment agreement (effective January 23, 2004) and the amendment to the agreement (effective January 22, 2010), which extended the term of the agreement through November 2015.
The SANDAG Pay-for-Performance Program relies on the ability to reward employees for outstanding performance. With the FY 2015 Program Budget, the Board of Directors approved a merit/bonus pool, which is available to all staff based on accomplishment of their prior year performance objectives. The Executive Committee is asked to consider a bonus award to the Executive Director based on accomplishment of the performance objectives during the past year.

Attachment 4 lists the salaries of chief executives of comparable Metropolitan Planning Organizations, regional transportation planning agencies, transit agencies, and other regional agencies.

**Next Steps**

Pending a recommendation from the Executive Committee, action by the Board of Directors on this item is scheduled for the September 26, 2014, Board Business meeting.

JACK DALE, JR.
Chairman, SANDAG Board of Directors

Attachments: 1. Executive Director Annual Performance Evaluation (July 2013 to June 2014)  
2. FY 2015 Key Success Indicators for the SANDAG Executive Director  
3. Executive Director Employment Agreement  
4. Comparison of Regional Agency Executive Salaries
SAN DIEGO ASSOCIATION OF GOVERNMENTS
Annual Executive Director Performance Objectives

PART I - To be completed by the Executive Director and distributed to the Executive Committee for review and comment.

A. PERFORMANCE OBJECTIVES

Goals for the next year in order to meet or exceed standards for the Executive Director position:

Strategic Goals

1. Regional Vision: Implement the regional vision and guiding principles through updates of the Regional Comprehensive Plan (RCP) and the Regional Transportation Plan (RTP), and by providing constructive input into the next federal surface transportation act and other key federal and state legislation.

2. Mobility: Improve mobility by providing more transportation choices through implementation of TransNet, public transportation, goods movement, Transportation Demand Management (TDM), Intelligent Transportation Systems (ITS), and supporting walkable and bike-friendly communities through efficient and effective operational strategies.

3. Quality of Life: Develop and implement strategies to improve the quality of life in the region as characterized by a sustainable economy, healthy environment, public safety, and more housing choices, consistent with the RCP and SANDAG mission. Take advantage of regional resources and partnerships to advance new strategic initiatives.

4. Organizational Effectiveness: Enhance organizational effectiveness both internally and externally through continuous improvements and fiscal discipline.

5. Innovation: Pursue innovative solutions to fiscal and economic challenges and opportunities.

Areas of Emphasis

1. Modeling, Research, Estimates, and Forecasts: Employ new technologies, methodologies, and models, including the Activity-Based (ABM) transportation model and the Production, Exchange, and Consumption Allocation System (PECAS) land-use model to enhance and expand research and analysis capabilities, equipping SANDAG to effectively meet the needs of internal and external customers through comprehensive assessment of complex policy and operational issues, today, and into the future.

2. Sustainable Development: Planning and Strategies: Formulation of integrated planning, funding, and implementation strategies for investment with key partner agencies and
stakeholders that result in the advancement of the region’s sustainability goals and policies. Includes a coordinated planning process that will lead to the implementation of the San Diego Forward: The Regional Plan, which will combine the next update of the 2050 RTP and its Sustainable Communities Strategy (SCS) with the first comprehensive update to the RCP. Other key focus areas are smart growth, integrated multimodal transportation planning, habitat conservation, shoreline preservation, and water quality. Participate in discussions and encourage sustainable strategies in other areas such as energy and water supply.

3. **Sustainable Mobility Programs and Services:** Collaborative advanced planning and implementation efforts between SANDAG, Caltrans, transit operators, and other partner agencies to reduce congestion, deliver mobility programs and projects, improve reliability, enhance customer service, and address air quality and climate change goals. Emphasis on transportation demand, systems management, transit/social services, Active Transportation, and other projects and programs that are sustainable from financial, environmental, and community health perspectives.

4. **Intermodal Planning and Implementation:** Prepare plans and investment strategies for evolving high-level concepts for intermodal transportation hubs and corridors, including border crossings; highway/rail improvements; regional integration of toll road and Managed Lanes systems; an Intermodal Transit Center (ITC) at the San Diego International Airport; and high-speed, intercity, and freight rail services, which will support the San Diego region’s connectivity to the global economy.

5. **Internal and External Coordination:** Coordination within the agency to enhance organizational effectiveness as well as with federal, state, and local agencies to ensure rapid delivery of projects; strategic efforts to increase communications with member and partner agencies, committees, and the public.

**B. PLANS FOR ACHIEVING PERFORMANCE OBJECTIVES**

Specific methods by which the Executive Director can work toward accomplishing performance objectives.

**Strategic Goals**

1. **Regional Vision**
   
   o Continue development of San Diego Forward: The Regional Plan.
   
   o Work within the region and with state partners to develop principles for the next federal surface transportation bill.
   
   o Continue implementation of the 2050 RTP/SCS.
   
   o Continue to provide input on key state and federal legislation consistent with SANDAG priorities.
2. **Mobility**
   - Continue to implement transportation projects throughout the region (i.e., TransNet, state infrastructure bond projects, border projects).
   - Continue to implement ITS technologies that help improve the efficiency of the existing system.
   - Continue to seek funding for transportation projects that improve mobility.

3. **Quality of Life**
   - Continue implementation of the 2050 RTP/SCS.
   - Continue research through our Applied Research/Criminal Justice and Automated Regional Justice Information System Divisions, which support public safety efforts throughout the region.
   - Continue to partner with the County Health and Human Services Agency as part of the *Live Well, San Diego!* initiative.
   - Continue to partner with San Diego Gas & Electric (SDG&E) on energy issues and with the San Diego County Water Authority on regional growth and water-related issues.

4. **Organizational Effectiveness**
   - Continue to strengthen technical skills through training and development.
   - Continue to aggressively recruit and develop staff.
   - Look for opportunities to cross train staff to improve technical capabilities.
   - Partner with other agencies to improve technical skills.

5. **Innovation**
   - Continue to seek funding from the state and federal governments for our regional infrastructure projects.
   - Continue to provide services to member agencies (e.g., 18 cities, County, and Caltrans) through Service Bureau and other efforts.
   - Continue to partner with other Metropolitan Planning Organizations (MPOs) on an urban mobility program and a goods movement program at both the state and national levels.
   - Improve the SANDAG website and continue to utilize social media to provide information to the public.
Areas of Emphasis

1. Modeling, Research, Estimates, and Forecasts
   - Utilize the ABM and PECAS land-use model in development of San Diego Forward: The Regional Plan.
   - Complete a Commercial Vehicle Model and develop a Dynamic Traffic Assignment Model to enhance our ABM Model. Given both our maritime and land ports of entry, the ability to better model commercial vehicles is becoming very important.
   - Continue to enhance our geographic information system (GIS) capabilities and visualization tools.
   - Conduct a 2014 Transit Public Opinion Survey, an Onboard Transit Passenger Survey, and start preparation for the 2015 Household Travel Survey – all of which are essential for calibrating the SANDAG models.
   - Complete the Series 13 Regional Growth Forecast.
   - Continue the Substance Abuse Monitoring (SAM) Program by continuing to measure drug use and other behavior trends by interviewing adults and juveniles who have been booked into our jails and detention facilities.
   - Continue to provide quality research and evaluation support to our local law enforcement and public safety agencies.
   - Continue to provide professional products and services in the areas of GIS mapping, demographic data and analysis, economic services, transportation modeling and analysis, and survey design and analysis to established and new clients through the Service Bureau.
   - Continue to participate as a member of the City of San Diego Commission on Gang Prevention.
   - Continue to provide economic and fiscal analysis to support SANDAG projects and programs.

2. Sustainable Development: Planning and Strategies
   - Continue the development of San Diego Forward: The Regional Plan, which integrates the update of the RCP and RTP.
   - Continue to implement the actions and commitments included in the 2050 RTP/SCS.
   - Continue the legal defense of the 2050 RTP/SCS.
o Continue to implement the planning and other related provisions of Moving Ahead for Progress in the 21st Century Act, including the freight aspects, and continue to implement the Trade Corridor Improvement Fund projects.

o Update freight forecasts along major corridors and at regional goods movement facilities.

o Reevaluate the regional priorities for the Quality of Life Funding Strategy and determine how this effort will be integrated into the development of San Diego Forward: The Regional Plan.

o Continue to implement the TransNet Environmental Mitigation Program (EMP).

o Complete a technical update of the Regional Energy Strategy that will feed into San Diego Forward: The Regional Plan.

o Continue to coordinate interregional planning with Imperial, Orange, and Riverside Counties.

o Continue to coordinate and collaborate with the San Diego County Water Authority on water quality/supply issues of common concern.

o Continue binational planning and coordination with Mexico.

o Continue the government-to-government framework for engaging the 17 federally recognized sovereign Tribal Nations of the San Diego region in our regional planning efforts.

3. Sustainable Mobility Programs and Services

o Complete the development and begin implementation of a Regional Bike Plan early action program.

o Continue work on the Border Health Equity Transportation Study, including public outreach to reach consensus on the framework and goals for the health impact assessment report.

o Continue to provide advanced traveler information services through 511. Explore new business models to help improve the long-term sustainability of the program.

o Continue administration of the Regional TDM Program (includes Regional Vanpool Program, iCommute Program, SchoolPool matching system, employer outreach efforts, bicycle lockers, and Guaranteed Ride Home Program, among others).

o Continue operating the Freeway Service Patrol to help reduce congestion by providing motorist assistance services.

o Continue management and operation of the I-15 FasTrak® Value Pricing Program.

o Establish a connected vehicle concept of operations, including high-level requirements and deployment plan for the San Diego region.
o Continue implementation of specialized transportation programs, including federal Job Access and Reverse Commute and New Freedom programs, and the TransNet Senior Mini-Grant Program.

o Continue with advance planning for the four new light-rail lines identified in the 2050 RTP/SCS.

o Continue monitoring the performance of our regional transportation system through the State of the Commute Report.

o Continue to maintain and operate the State Route 125 (SR 125) facility, collecting tolls and project revenue to pay for operations, maintenance, and the debt incurred in the acquisition of the Development Franchise Agreement and providing regular reports on SR 125 performance.

4. **Intermodal Planning and Implementation**

   o Continue to partner with the San Diego County Regional Airport Authority on the advanced planning for the ITC at San Diego International Airport.

   o Continue advance planning for the San Ysidro Intermodal Transportation Center, including evaluation of ITC alternatives, developing cost estimates and a phasing plan for the preferred ITC alternative, and preparing a project study report.

   o Continue to participate in the Los Angeles-San Diego-San Luis Obispo Rail Corridor (LOSSAN) planning. Work with LOSSAN partners and the state on the interagency transfer agreement to transfer operations of intercity rail service to the new LOSSAN Joint Powers Authority (JPA).

   o Continue to coordinate planning and project development along the LOSSAN Rail Corridor in the San Diego region.

   o Continue to partner with the California High-Speed Rail Authority on the advanced environmental planning for the San Diego to Los Angeles portion of the high-speed train system.

   o Continue to advance the planning and implementation of a new border crossing at Otay Mesa East and begin construction of the first phase of State Route 11 (SR 11).

   o Start planning for the integration of operations of Managed Lanes and tolled facilities throughout the San Diego region. Conduct an assessment of existing systems and develop requirements for a central solution for all SANDAG tolling facilities.

5. **Internal and External Coordination**

   o Continue monitoring and tracking of project scope, schedule, and costs for all current regional transportation projects.
o Continue implementation of the TransNet Early Action Program projects and keep the TransNet Plan of Finance up-to-date to ensure projects stay on track and funds are efficiently utilized.

o Continue to work with Independent Taxpayer Oversight Committee on management and independent oversight of the TransNet Program.

o Continue to market and support major work efforts, including ongoing construction projects.

o Manage federal and state legislative activities in accordance with the SANDAG Legislative Program.

o Continue to be proactive with local news media (i.e., meet with staff writers and go before editorial boards on a regular basis), including Spanish media.

o Continue to promote SANDAG throughout the region.

o Continue outreach effort to keep all locally elected officials up-to-date on SANDAG activities.

o Continue to partner with chambers of commerce, economic development corporations (EDCs), and other collaboratives/organizations throughout the region on issues of common interest.

THE ABOVE PERFORMANCE OBJECTIVES HAVE BEEN REVIEWED AND AGREED UPON.

__________________________________________________________  _________________
Signature of Executive Director  Date

__________________________________________________________  _________________
Signature of Chair  Date
PART II - Accomplishments made towards achieving the agreed upon performance objectives.

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<th>Strategic Goals</th>
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1. **Regional Vision**
   - Developed vision, goals, and policy objectives for San Diego Forward: The Regional Plan that were approved by the Board of Directors and are being used in the development of the plan.
   - Developed and Board approved project evaluation criteria and performance measures for use in the development of San Diego Forward: The Regional Plan.
   - Developed and Board approved an Unconstrained Transportation Network for use in the development of San Diego Forward: The Regional Plan.
   - Developed and started implementation of a $200 million “Early Action Active Transportation Program” of bicycle and pedestrian improvements that was adopted by the Board of Directors.
   - Met with the San Diego legislative delegation on a regular basis to provide input on key issues and to advance the SANDAG Legislative Program. Also testified at various legislative hearings on transportation and other issues that impact the San Diego region.
   - Participated at the state and federal levels in advocating SANDAG priorities for the development of the next federal surface transportation measure.

2. **Mobility**
   - In partnership with Caltrans, the Public Works Plan/Transportation and Resource Enhancement Program for the North Coast Corridor has been completed and the project is scheduled to go before the California Coastal Commission for approval in August 2014.
   - Completed the Traffic and Revenue Study for the SR 11/ Otay Mesa East Border Crossing Project and started construction of Phase 1 of the project ($45 million).
   - Completed construction of the Interstate 15 (I-15) Sabre Springs Parking Structure and Transit Station ($17 million) and implemented the first Rapid service along the I-15 corridor in the San Diego region. Conducted a successful marketing campaign to launch the new Rapid service (“One Sweet Ride”); to date, transit ridership in the I-15 corridor is up 34 percent compared to the prior year.
   - Completed construction of the Interstate 805 (I-805) South High-Occupancy Vehicle (HOV) Lane Project, from State Route 94 to East Palomar Street ($191 million).
   - Completed construction of a new bridge and 1.5 miles of double track at Santa Margarita River. This $42 million project replaced an aging steel single-track bridge and the wooden trestle approach with a modern reinforced concrete bridge and created a continuous 4.5 mile section of double track.
☑ Completed construction of the $91 million project to construct HOV lanes on I-805 North from Interstate 5 to Sorrento Valley.

☑ Started construction of a $40 million project, the San Ysidro Intermodal Freight Facility. This new intermodal facility will double the capacity to handle goods at the border.

☑ Started construction of the Mid-City Rapid Bus Project ($45 million) from Downtown San Diego to San Diego State University. Rapid service scheduled to start in fall 2014.

☑ Started construction of the Sorrento Valley Double Tracking Project. This $34 million project will add one mile of double track north of the Sorrento Valley COASTER Station and includes a bridge replacement.

☑ Started construction at the Sorrento Valley COASTER Station ($19 million). The project provides for a one-mile segment of double track north of the station and a quarter-mile storage track segment in Sorrento Valley.

☑ Continued construction of a $730 million project to rehabilitate the San Diego Trolley system and expand freight capacity. This project includes the purchase of 65 new low-floor, light-rail vehicles that will improve service and efficiency as well as station infrastructure improvements and track and power system replacements to bring the system into a state of good repair.

☑ Started construction of a Direct Access Ramp, transit station, and Park & Ride at East Palomar Street in Chula Vista. The project will provide new transportation choices and relieve traffic congestion in South County – offering a convenient location for carpools to access the I-805 HOV lanes.

☑ Along the LOSSAN coastal rail corridor between Oceanside and Downtown San Diego, construction is ongoing to increase both passenger and freight capacity by adding a second main line track. To date, half of the rail corridor has been double tracked, with an additional 19 projects in engineering or under construction.

☑ The environmental impact report/environmental impact statement (EIR/EIS) for the Mid-Coast Corridor Transit Project is scheduled for Board action in fall 2014. Addressed alignment concerns and new environmental impacts while still keeping the project on schedule. Procured a Construction Manager/General Contractor team for the project, utilizing a new project delivery method that should result in a better design for construction, save time, and provide more cost certainty.

☑ Completed Mitigated Negative Declaration for the San Marcos to Vista segment of the Inland Rail Trail.

☑ Certified the final EIR for the South Bay Bus Rapid Transit Project.

☑ Board adopted the Mitigated Negative Declaration for the Downtown Bus Rapid Transit Stations.
☐ Started construction on the San Onofre to Las Pulgas double tracking project ($438 million). The project will add 4.2 miles of double track.

☐ Started construction of the East County Bus Maintenance Facility Project ($50 million).

☐ Secured a $14 million, highly competitive Transportation Investment Generating Economic Recovery (TIGER) Grant to replace rail bridges at Los Peñasquitos Lagoon. This is a critically needed project to improve the reliability of both passenger and freight services in the nation’s second busiest rail corridor.

☐ Secured $38 million in new programming capacity from the state through the 2014 State Transportation Improvement Program (STIP). These funds help match or leverage the TransNet revenues.

3. **Quality of Life**

☐ As one of the commitments made by the Board as part of the 2050 RTP/SCS, prepared alternative land use and transportation scenarios to explore what it would take to further reduce greenhouse gas (GHG) emissions beyond those projected in the plan. These included:

- Scenario A: Second Units and Infill/Redevelopment in Urban and Suburban Areas
- Scenario B: Transit Oriented Development
- Scenario C: Multiple Dense Cores

☐ Continued to implement transportation projects in the 2050 RTP/SCS throughout the region (as highlighted in the Mobility section of this evaluation).

☐ Continued to support the SAM Program by going into the local jails to conduct interviews with adult and juvenile arrestees. These interviews allow us to measure drug and other behavior trends among arrested adults and juveniles.

☐ Continued to partner with the County of San Diego Health and Human Services Agency on a Community Transformation Grant. This new grant builds on the success of the first grant and focuses on strengthening the Regional Safe Routes to School Program.

☐ Continued to partner with both the San Diego County Water Authority and SDG&E. The Series 13 Growth Forecast is key to help both agencies plan for water and energy needs in the region. Have also been working with SDG&E on utility relocation in advance of our Mid-Coast Corridor Transit Project.

4. **Organizational Effectiveness**

☐ In FY 2014, 64 new employees were hired by SANDAG; 14 of these individuals filled vacant regular staff positions and the other 50 filled various contingent staff positions (limitet-term, Tolling Operations Personnel, interns, and temporary positions). 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. All recruitments were conducted in an open, competitive manner consistent with the SANDAG Equal Employment Opportunity Program. Of the 64 new employees hired through our recruitment program last year, 51.6 percent were female and 57.8 percent were from minority groups.

☑ In the past year, 27 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 27 promoted staff, 63 percent were female and 40.7 percent were from minority groups.

☑ Last year, the agency’s external recruitment efforts elicited applications from more than 1,300 qualified candidates for all staff positions.

☑ Continued to enhance employee skills through training in areas such as project management, communications and presentation skills, media training, and supervisory training as well as programs that enhance technical skills.

☑ Continued to promote and encourage employees to stay active in professional organizations such as the Women’s Transportation Seminar, American Society of Civil Engineers, San Diego Highway Development Association, American Planning Association, and Urban Land Institute, among others.

☑ Continued strengthening our capacity and partnerships in the areas of Goods Movement and Energy Planning. I was appointed by the Secretary of the Department of Transportation to serve on the National Maritime Advisory Committee and currently serve as the Chair of this National Committee.

☑ Continued to strengthen partnerships with the other major MPOs in California – Southern California Association of Governments (SCAG), Metropolitan Transportation Commission, and Sacramento Area Council of Governments. Our Planning, Modeling, and Legal teams continue to work together on sharing information, standardizing assumptions, conducting joint evaluations, and developing common scenarios for regional planning issues. This new partnership has been recognized statewide and the California Transportation Commission (CTC), Legislature, and Governor’s Office have been seeking more input from the group.


5. Innovation

☑ Secured a $14 million TIGER Grant to replace rail bridges at Los Peñasquitos Lagoon. The rail bridge project was one of 52 projects selected for highly-competitive funding nationwide (out of 585 applications from 50 states).

☑ Secured $38 million in new programming capacity from the state through the 2014 STIP. These funds help match or leverage the local revenues to implement the Board’s TransNet Early Action Program.
☑ Entered into a Memorandum of Understanding for the funding, design, and construction of the Virginia Avenue Transit Facility Project with U.S. General Services Administration. This will allow for the transit facility to be included in the larger federal improvement project.

☑ Continued to provide services through the Service Bureau. We are currently working on 54 projects generating about $360,000 in revenues, including $56,000 in revenues in excess of expenses to enhance our Regional Information System.

☑ Through the Service Bureau, constructed over one mile of roadway corridor improvements for the City of Santee on Prospect Avenue between Cuyamaca Street and Magnolia Avenue ($11 million).

☑ Continued implementation of our innovative Bench Program. The Bench was developed to assist certified small and disadvantaged business enterprises (DBE) in their efforts to participate in the new architectural and engineering (A&E) contracts. The Bench is open to DBE firms and small businesses that provide a variety of professional A&E services; it serves as a pool of certified firms that prime consultants can easily access to assist with SANDAG projects.

☑ As part of the Board Retreat, established a panel of industry leaders in the area of Shared-Use Mobility. They provided updates in carsharing, bikesharing, real-time ridesharing as well as new transportation network companies. The panel highlighted the role of public transit connections and multimodal integration in fostering shared-use mobility, which has potential implications and innovation for transportation planning and policy. Some of these ideas are now being incorporated into San Diego Forward: The Regional Plan.

☑ Reformatted the SANDAG website and increased the use of Facebook and Twitter for SANDAG projects/programs.

### Areas of Emphasis

1. **Modeling, Research, Estimates, and Forecasts**

   ☑ SANDAG is utilizing our new, state-of-the-art ABM and PECAS modeling tools for development of San Diego Forward: The Regional Plan.

   ☑ Completed the Commercial Vehicle Model and a Dynamic Traffic Assignment Model that enhance the capabilities of our ABM.

   ☑ Entered into a one-year pilot program with the UC San Diego Supercomputer Center (Center) to use its supercomputers to run the ABM for SANDAG project work. This pilot program would test the feasibility of using the Center on an ongoing basis to improve model runtimes and reduce computer infrastructure costs for SANDAG.

   ☑ Completed the Series 13 Regional Growth Forecast. The forecast will serve as the foundation for San Diego Forward: The Regional Plan, including the alternative land use and transportation scenarios and other planning documents (e.g., water, general plans) across the region.
✓ Completed an interactive GIS Bike Map that shows street or topographic views as well as layers to highlight rail lines and steep routes.

✓ Continued collaboration with SanGIS to maintain and enhance the regional GIS Data Warehouse. Implemented web-based tools for reviewing and editing GIS data. Examples of regional collaboration projects include the development of regional parks, schools, conserved lands, and the zoning layers comment tool to improve our data accuracy.

✓ Continued to support the SAM Program by going into the local jails to conduct interviews with adult and juvenile arrestees. These interviews allow us to measure drug and other behavior trends among arrested adults and juveniles.

✓ Continued to partner with numerous law enforcement partners to help evaluate regional strategies to combat gang-related crime.

✓ Continued to serve as a member of the City of San Diego Commission on Gang Prevention.

2. Sustainable Development: Planning and Strategies.

✓ Pre pared alternative land use and transportation scenarios to explore what it would take to further reduce GHG emissions beyond those projected in the 2050 RTP/SCS. The scenarios analyzed and reviewed by the Board included:

  • Scenario A: Second Units and Infill/Redevelopment in Urban and Suburban Areas
  • Scenario B: Transit Oriented Development
  • Scenario C: Multiple Dense Cores

✓ Continued the legal defense of the 2050 RTP/SCS.

✓ The Regional Habitat Conservation Fund of the TransNet Program has enabled SANDAG to help fill in the funding gaps for land managers throughout the region. In FY 2013/2014, SANDAG completed its sixth competitive Land Management Grant Program, which has now provided 70 grants, totaling $11.5 million. This funding is being matched with $7.2 million by the grantees. These land management grants allow land managers to restore, enhance, and protect endangered species and their habitats.

✓ Allocated $4 million toward implementation of regional land management and biological monitoring activities as part of the TransNet EMP.

✓ To date, 25 properties totaling 3,334 acres of land have been acquired throughout the San Diego region as mitigation for regional and local transportation projects through the TransNet EMP.

✓ Released a Call for Projects for a competitive land acquisition grant program using economic benefit funding, pursuant to an executed Memorandum of Agreement with state and federal agencies on the implementation of the TransNet EMP.
Developed and Board accepted the San Diego Regional Plug-in Electric Vehicle Readiness Plan as a regional guide for use by local governments, public agencies, and others to support plug-in electric vehicle (PEV) adoption and electric vehicle charging station deployment throughout the region.

Secured a grant from the California Energy Commission and established the San Diego Regional Electric Vehicle Infrastructure (REVI) Working Group. This work allows for collaborative planning for PEV charging infrastructure at the regional level, helping establish a cohesive and interconnected charging network and supporting state goals for PEV deployment.

Continued to collaborate with other MPOs, Caltrans, the Port of San Diego, and the U.S. Department of Transportation on goods movement policies and strategies. Through this collaboration and advocacy, these policies and strategies are now being pushed for inclusion in the next federal surface transportation authorization. My continued service to the Secretary of the U.S. Department of Transportation while serving on the National Maritime Advisory Committee provides us with an opportunity to advocate for the San Diego’s region’s interests.

Started construction of an expanded intermodal yard at San Ysidro and have made major improvements to the rail line between the U.S.-Mexico border and downtown San Diego.

Throughout the year continued to meet at the policy level with the Orange County Transportation Authority (OCTA), SCAG, Riverside County Transportation Commission, San Bernardino Associated Governments, and Imperial County Transportation Commission on transportation related issues (i.e., 2050 RTP/SCS, Managed Lanes, State Route 241 Toll Road, goods movement, and border-related projects).

All 17 Tribal Nations continue to participate at SANDAG, ensuring consultation with these sovereign governments in SANDAG activities and plans. This past year we held a Tribal Summit, where nearly all the Tribal Nations participated and provided input for the development of San Diego Forward: The Regional Plan.

With the development of SR 11 and a new Otay Mesa East Border Crossing, coordination efforts with Mexico have been at an all-time high. Traveled to Mexico City several times and hosted our Mexican counterparts several times to advance this critical border infrastructure project.

3. Sustainable Mobility Programs and Services

The 511 system continued to provide commuters with 24/7 automated traveler information. The system receives more than a 1 million calls annually, provides web information, provides for taxi transfers, and continues support of traveler information to public access channels.

Continued to operate, maintain, and manage the SR 125 Toll Road. Revenues have continued to exceed projections, and traffic continues to grow as anticipated. Average Daily Traffic is just under 50,000.
Continued to administer an aggressive Regional TDM Program, which currently includes 721 vanpools and nearly 5,500 vanpool passengers. The program reduces more than 350,000 Single Occupant Vehicle trips annually and reduces more than 130 vehicle miles traveled.

Completed and Board approved a regional early action program that advances $200 million for bike and pedestrian projects throughout the San Diego region. Several projects are under construction, and several are being designed.

Continued advanced planning for the new light-rail transit lines in the 2050 RTP/SCS. This work is feeding into San Diego Forward: The Regional Plan, and early indications are that the I-805 line could serve a significant number of transit riders and alleviate the need for an expensive downtown roley tunnel (potentially saving the region billions of dollars).

Updated the State of the Commute Report, which helps us monitor the performance of the regional transportation system.

A fleet of fulltime roving tow trucks and pickup trucks continue to patrol about 242 miles of the San Diego freeway system, providing motorist service and assistance to stranded or disabled vehicles during peak commute hours. On an annual basis they assist about 50,000 motorists. This service continues to help reduce congestion and has proven to be a cost-effective traffic management strategy.

Continued management and operation of the I-15 FasTrak Value Pricing Program. This continues to be an effective traffic management tool and is helping to provide critical dollars to enhance transit service on the I-15 corridor. The program provides the Metropolitan transit System with up to $1 million per year to help pay for transit services in the corridor.

4. Intermodal Planning and Implementation

While we have continued to partner with the San Diego County Regional Airport Authority on the advanced planning for the ITC at the San Diego International Airport, the Authority has shifted its focus and is again looking to add parking next to Terminals 1 and 2. As a result, our focus has shifted to reviewing their traffic numbers to determine impacts to the regional transit system.

We have completed our advanced planning for San Ysidro ITC. After an extensive public outreach process, a market analysis was conducted, an opportunity and constraints analysis was completed, a preferred alternative was selected, and preliminary cost estimates and a phasing plan were developed.

We completed the transfer of management responsibilities for the LOSSAN Corridor to OCTA and continue to participate as a member of the new JPA. We also are continuing to coordinate project development activities along the corridor with our JPA counterparts to the north.

While we have continued to stay in touch with the California High Speed Rail Authority, not much is being done on the San Diego to Los Angeles portion of the system. The Authority has been focused on the challenges they have in the Central Valley, and without the ability to
to sell bonds there are no resources currently available for the San Diego to Los Angeles portion.

✅ We have continued to make good progress on the SR 11/Otay Mesa East Border Crossing project. We have started construction on the first phase of the project and have completed the investment-grade Traffic and Revenue Study, scheduled for Board review in fall 2014.

5. **Internal and External Coordination**

✅ SANDAG is responsible for programming STIP monies, federal Regional Surface Transportation and Congestion Mitigation and Air Quality funds, TransNet revenues, and other funds for transportation improvement projects and programs. In this capacity we track project scope, schedule, and costs on an ongoing basis to ensure that budgets and schedules are being met, and that we are complying with all state and federal requirements so that funds are most efficiently used and are not lost to the region. To date, no funds have been lost as we aggressively manage all the various fund types.

✅ Recently updated the TransNet Plan of Finance to ensure that project schedules and costs are up-to-date. The plan also helps us forecast and manage cash flow needs to ensure projects can be completed as planned.

✅ Continued outreach to the press, key stakeholders, and the general public on TransNet projects, educating groups on individual projects and programs as well as the comprehensive effort being made under the overall TransNet Program to create a multimodal transportation system that offers choices to the region’s travelers.

✅ Continued public outreach and provided public information through monthly rEgion newsletter, SANDAG Board of Directors actions, broadcasted meetings on the SANDAG website, and utilization of social media (Facebook and Twitter) to extend our outreach efforts.

✅ Continued to work closely with news media to highlight SANDAG projects and activities throughout the region (i.e., press events for all major projects, interviews, and meetings with editorial boards).

✅ Continued to work closely with Spanish media to highlight SANDAG projects and activities throughout the region. All interviews conducted in Spanish.

✅ Held press events and ceremonies to highlight groundbreaking and completion of major construction projects throughout the region.

✅ Continued to meet with the San Diego legislative delegation on a regular basis to provide input on key issues and to advance the SANDAG Legislative Program. Also testified at various legislative hearings on transportation and other issues that impact the San Diego region.

✅ Continued to participate with both the California Association of Councils of Governments (CALCOG) at the state level and the National Association of Regional Councils (NARC) at the
national level. Held leadership positions in both organizations, helped develop an agenda for CALCOG, and influenced NARC’s goals at the national level.

☑ Stayed active on Chamber and EDC boards throughout the region. Continued to serve on the Board of Directors of the San Diego Regional Chamber of Commerce. Also participated in the “One Region, One Voice” trips to Washington DC, Sacramento, and Mexico City.
FY 2015 KEY SUCCESS INDICATORS FOR THE
SANDAG EXECUTIVE DIRECTOR

The following “Key Success Indicators” shall be used to evaluate the overall performance of the SANDAG Executive Director for FY 2015.

Capital Program

The SANDAG Capital Program is the largest and most complex program at SANDAG. Implementation of this program is critical to the success of the agency and the San Diego region.

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<th>Indicators</th>
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<tr>
<td>Number of Projects under Construction</td>
<td>7-11</td>
</tr>
<tr>
<td>Value of Projects being Constructed</td>
<td>$350 million to $500 million</td>
</tr>
<tr>
<td>Number of Projects in Design</td>
<td>7-10</td>
</tr>
<tr>
<td>Value of Projects being Designed</td>
<td>$1.5 billion to $2.5 billion</td>
</tr>
</tbody>
</table>

*Allows the agency to be ready for future funding opportunities.*

Program Budget

The SANDAG Program Budget is an overall blueprint for the activities conducted by the agency. Implementation of all the activities within the Program Budget is a key responsibility of the Executive Director.

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Targets for FY 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board-approved Program Budget</td>
<td>$1.196 Billion</td>
</tr>
<tr>
<td>Actual End of Year Costs</td>
<td>*</td>
</tr>
<tr>
<td>Savings</td>
<td>*</td>
</tr>
<tr>
<td>New Revenues added</td>
<td>*</td>
</tr>
</tbody>
</table>

*To be reported at the end of the evaluation period.*
Innovation

From time to time, there are new opportunities that arise that are beyond the tasks or projects identified in the Board-approved Program Budget (e.g., acquisition of the State Route 125 Toll Road). A hallmark of the agency and its Executive Director has been to find innovative ways to take advantage of the opportunities while still accomplishing the budgeted work.

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Targets for FY 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>• New Initiatives</td>
<td>*</td>
</tr>
</tbody>
</table>

Human Resources

The biggest asset of SANDAG is its people. Investment in our human resources is critical to our sustainability and provides a good indicator of the health of the organization.

<table>
<thead>
<tr>
<th>Indicators</th>
<th>Targets for FY 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Employee Vacancy Rate</td>
<td>2% to 5%</td>
</tr>
<tr>
<td>• Employee Turnover Rate</td>
<td>10% to 15%</td>
</tr>
</tbody>
</table>

-- Employee participation levels in areas such as project management, effective communications, management/leadership, and technical training required for successful job performance.

-- Internal candidates that compete for and/or are selected for promotional opportunities.

* To be reported at the end of the evaluation period.
ATTACHMENT

AT-WILL EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (*Agreement*) is made effective as of January 23, 2004 (*Effective Date*), by and between the San Diego Association of Governments (*SANDAG*) and Gary Gallegos (*Mr. Gallegos*).

The parties agree as follows:

The current Executive Employment Agreement (attached hereto) shall remain in full force and effect until midnight June 30, 2004 and at said time shall terminate and be superceded by the Agreement set forth herein for the term set forth in section 3 below.

1. Employment. SANDAG hereby employs Mr. Gallegos as an at-will employee, and he hereby accepts such employment, upon the terms and conditions set forth herein.

2. Duties

2.1 Position. Mr. Gallegos is employed as Executive Director and shall have the duties and responsibilities assigned by SANDAG’s Board of Directors (*Board of Directors*) both upon the effective date of this Agreement and as may be reasonably assigned from time to time. Mr. Gallegos shall perform faithfully and diligently all duties assigned to him. SANDAG reserves the right to modify Mr. Gallegos’ position and duties at any time in its sole and absolute discretion, provided that the duties assigned are consistent with the position of a chief executive and that Mr. Gallegos continues to report to the Board of Directors.

2.2 Best Efforts/Full-time. Mr. Gallegos will expend his best efforts on behalf of SANDAG, and will abide by all policies and decisions made by SANDAG, as well as all applicable federal, state and local laws, regulations or ordinances. Mr. Gallegos will act in the best interest of SANDAG at all times. Mr. Gallegos shall devote his full business time and efforts to the performance of his assigned duties for SANDAG, unless he notifies the Board of Directors in advance of his intent to engage in other paid work and receives the Board of Directors’ express written consent to do so.

2.3 Work Location. Mr. Gallegos’ principal place of work shall be located in San Diego, California, or such other location as the parties may agree upon from time to time.

3. Term.

3.1 Initial Term. The employment relationship pursuant to this Agreement shall be for an Initial Term of five (5) years, commencing on July 1, 2004, and continuing for three years following such date unless sooner terminated in accordance with section 7 below.

3.2 Optional: Renewal. On completion of the five (5) year term specified in subsection 3.1 above, this Agreement will automatically renew for one subsequent three (3) year term, unless either party provides one hundred twenty (120) days advance written notice to the other that SANDAG/Mr. Gallegos does not wish to renew the Agreement for a subsequent term. In the event either party gives notice of nonrenewal pursuant to this subsection 3.2, this Agreement will expire at the end of the current term. The Base Salary for the subsequent three (3) year term shall commence at $240,000 per year for the first year of the subsequent term, and subject to the
provisions of subsection 4.2 below, adjust to $250,000 per year at the commencement of the second year of the subsequent term, and to $260,000 per year at the commencement of the third year of the subsequent term.


4.1 Base Salary. As compensation for Mr. Gallegos' performance of his duties hereunder, SANDAG shall pay to Mr. Gallegos a Base Salary of $190,000 per year, as adjusted pursuant to subsection 4.2 below, payable in accordance with the normal payroll practices of SANDAG, less required deductions for state and federal withholding tax, social security, and all other employment taxes and payroll deductions. In the event Mr. Gallegos' employment under this Agreement is terminated by either party, for any reason, Mr. Gallegos will earn the Base Salary prorated to the date of termination.

4.2 Performance and Salary Review. The Board of Directors shall annually review the performance of Mr. Gallegos. If, based upon the Board's annual evaluation of the specific performance of Mr. Gallegos his performance is determined to be satisfactory, the Board of Directors shall adjust the Base Salary to $200,000 per year at the commencement of the second year, to $210,000 per year at the commencement of the third year, to $220,000 per year at the commencement of the fourth year, and to $230,000 per year at the commencement of the fifth year. Adjustments to salary, if any, will be made by the Board of Directors in its sole and absolute discretion.

4.3 Performance Review Process. The Board of Directors shall use the established performance evaluation criteria, as amended from time to time, in the annual review described in subsection 4.2 above.

5. Fringe Benefits. Mr. Gallegos will receive paid fringe benefits as set forth on Exhibit "A" hereto. SANDAG reserves the right to change or eliminate the fringe benefits on a prospective basis, at any time, effective upon notice to Mr. Gallegos, if the benefit(s) are those provided to SANDAG staff and changed or eliminated for all staff. In addition to the fringe benefits set forth on Exhibit A, Mr. Gallegos shall receive: (a) twenty (20) days of vacation per year; (b) (13) days per year of sick leave in accordance with SANDAG administrative rules; and (c) holidays in accordance with SANDAG administrative rules. In addition to the twenty days vacation, Mr. Gallegos may also be granted up to an additional twenty (20) days of vacation per year in even numbered years, upon approval of the Chair of the Board of Directors. There shall be no payout of this additional amount if it is unused, and it shall not be used in lieu of, but in addition to the normal twenty days granted.

6. Business Expenses. Mr. Gallegos will be reimbursed for all reasonable, out-of-pocket business expenses incurred in the performance of his duties on behalf of SANDAG. To obtain reimbursement, expenses must be submitted promptly with appropriate supporting documentation in accordance with SANDAG's policies.

7. Termination of Mr. Gallegos' Employment.

7.1 Termination by SANDAG. Although SANDAG anticipates a mutually rewarding employment relationship with Mr. Gallegos, SANDAG may terminate his employment immediately at any time with or without cause. For purposes of this Agreement, "Cause" is defined as: (a) acts or omissions constituting gross negligence, recklessness or willful misconduct on the part of Mr. Gallegos with respect to his obligations or otherwise relating to the business of SANDAG; (b) Mr. Gallegos' material breach of this Agreement; (c) Mr. Gallegos' conviction or entry of a plea of nolo contendere for fraud, misappropriation or embezzlement, or any felony or crime or moral turpitude; (d) Mr.
Gallegos' willful neglect of duties as determined in the sole and exclusive discretion of the Board of Directors; (e) Mr. Gallegos' failure to perform the essential functions of his position, with or without reasonable accommodation, due to a mental or physical disability; or (f) Mr. Gallegos' death. In the event Mr. Gallegos' employment is terminated in accordance with subsection 7.1, he shall be entitled to receive the Base Salary then in effect, prorated to the date of termination, and a "Severance Payment," equivalent to six months of his Base Salary then in effect on the date of termination, payable in a lump sum, provided that Mr. Gallegos executes a full general release, releasing all claims, known or unknown, that he may have against SANDAG arising out of or any way related to his employment or termination of employment with SANDAG. All other SANDAG obligations to Mr. Gallegos will be automatically terminated and completely extinguished. The Board of Directors may determine, at its discretion, that circumstances exist whereby Mr. Gallegos shall be terminated with cause and without severance pay. If this determination is made and executed, Mr. Gallegos has no obligation to execute any form of release, and all other SANDAG obligations to Mr. Gallegos will be automatically terminated and completely extinguished.

If SANDAG terminates Mr. Gallegos' employment without cause, SANDAG shall provide Mr. Gallegos sixty (60) days advance written notice. In the event of termination without cause, Mr. Gallegos will receive the Severance Payment in accordance with subsection 7.1 at the end of the sixty (60) day notice of termination without cause period.

7.2 Voluntary Resignation by Mr. Gallegos. Mr. Gallegos may voluntarily resign his position with SANDAG, at any time, on one hundred twenty (120) days advance written notice. In the event of Mr. Gallegos' resignation, he will be entitled to receive only the Base Salary plus paid benefits for the 120-day notice period and no other amount for the remaining months of the remaining term of this Agreement, if any. All other SANDAG obligations to Mr. Gallegos pursuant to this Agreement will become automatically terminated and completely extinguished. In addition, Mr. Gallegos will not be entitled to receive the Severance Payment described in subsection 7.1 above.

7.3 Termination Upon Creation of a New Regional Transportation Agency.

Severance Payment. If Mr. Gallegos' employment is terminated by SANDAG or any successor agency within twelve (12) months after the creation of a new Regional Transportation Agency, which succeeds to any of the powers or duties of SANDAG, or by any legislation that results in the termination of Mr. Gallegos with that time period, he shall be entitled to receive the Severance Payment equivalent to twelve (12) months of his Base Salary then in effect on the date of the termination payable in a lump sum, provided he complies with all the conditions described in subsection 7.1 above. If Mr. Gallegos is offered an equivalent position at an equivalent salary with a new Regional Transportation Agency, as described in subsection 7.3 and does not accept the position, Mr. Gallegos will not be entitled to the Severance Payment described in subsection 7.3.

7.4 Termination of Employment Upon Nonrenewal. In the event either party decides not to renew this Agreement for a subsequent term in accordance with subsection 3.2 above, the Agreement will expire, Mr. Gallegos' employment with SANDAG will terminate, and Mr. Gallegos will only entitled to his Base Salary paid through the last day of the current term. All other SANDAG obligations to Mr. Gallegos pursuant to this Agreement will become automatically terminated and completely extinguished. Mr. Gallegos will not be entitled to the Severance Payment described in subsection 7.1 above.

8. No Conflict of Interest. During the term of Mr. Gallegos' employment with SANDAG and during any period he is receiving payments from SANDAG, Mr. Gallegos must not engage in any work, paid or unpaid, that creates an actual or potential conflict of interest with SANDAG. If the Board of Directors' believes such a conflict exists during the term of this Agreement, the Board of
Directors may ask Mr. Gallegos to choose to discontinue the other work or resign employment with SANDAG.

9. **Agreement to Arbitrate.** To the fullest extent permitted by law, Mr. Gallegos and SANDAG agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the employment relationship between SANDAG and Mr. Gallegos and any disputes upon termination of employment, including but not limited to breach of contract, tort, discrimination, harassment, wrongful termination, demotion, discipline, failure to accommodate, family and medical leave, compensation or benefits claims, constitutional claims; and any claims for violation of any local, state or federal law, statute, regulation or ordinance or common law. For the purpose of this Agreement, to arbitrate, references to SANDAG include all parent, subsidiary or related entities and their employees, supervisors, officers, directors, agents, pension or benefit plans, pension or benefit plan sponsors, fiduciaries, administrators, affiliates and all successors and assigns of any of them, and this Agreement shall apply to them to the extent Mr. Gallegos’ claims arise out of or relate to their actions on behalf of SANDAG.

9.1 **Consideration.** The mutual promise by SANDAG and Mr. Gallegos to arbitrate any and all disputes between them (except for those referenced above) rather than litigate them before the courts or other bodies, provides the consideration for this Agreement to arbitrate.

9.2 **Initiation of Arbitration.** Either party may exercise the right to arbitrate by providing the other party with written notice of any and all claims forming the basis of such right in sufficient detail to inform the other party of the substance of such claims. In no event shall the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claims would be barred by the applicable statute of limitations.

9.3 **Arbitration Procedure.** The arbitration will be conducted in San Diego, California by a single neutral arbitrator and in accordance with the then current rules for resolution of employment disputes of the American Arbitration Association ("AAA"). The parties are entitled to representation by an attorney or other representative of their choosing. The arbitrator shall have the power to enter any award that could be entered by a judge of the trial court of the State of California, and only such power, and shall follow the law. The parties agree to abide by and perform any award rendered by the arbitrator. Judgment on the award may be entered in any court having jurisdiction thereof.

9.4 **Costs of Arbitration.** Each party shall bear one-half the cost of the arbitration filing and hearing fees, and the cost of the arbitrator.

10. **General Provisions.**

10.1 **Successors and Assigns.** The rights and obligations of SANDAG under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of SANDAG. Mr. Gallegos shall not be entitled to assign any of his rights or obligations under this Agreement.

10.2 **Waiver.** Either party’s failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, or prevent that party thereafter from enforcing each and every other provision of this Agreement.

10.3 **Attorney’s Fees.** Each side will bear its own attorney’s fees in any dispute unless a statutory section at issue, if any, authorizes the award of attorneys' fees to the prevailing party.
10.4 Severability. In the event any provision of this Agreement is found to be unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the parties shall receive the benefit contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such arbitrator or court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

10.5 Interpretation; Construction. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing SANDAG. Mr. Gallegos has participated in the negotiation of its terms. Furthermore, Mr. Gallegos acknowledges that he has had an opportunity to review and revise the Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

10.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California.

10.7 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; (c) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Agreements, whether written or oral. This Agreement may be amended or modified only with the written consent of Mr. Gallegos and the Board of Directors' of SANDAG. No oral waiver, amendment or modification will be effective under any circumstances whatsoever.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

MR. GALLEGOS

Dated: 1-23-04

[Signature]

Gary L. Gallegos

SAN DIEGO ASSOCIATION OF GOVERNMENTS

Dated: 1-23-04

[Signature]

Hon. Ron Morrison, Chair
SANDAG Board of Directors

Attachment: Exhibit A – Fringe Benefits
EXECUTIVE BENEFITS

- PERS (Employee Share)*
- Health Insurance (Employee + Dependents)*
- Dental/Vision Insurance (Employee + Dependents)*
- Workers Compensation*
- SHORT and Long-Term Disability*
- Life/AD&D ($300,000)**
- Travel Insurance ($250,000)*
- Auto Allowance ($800 month)
- Parking**
- Executive Health Program**
- Executive Benefit of 2.5% for use in buying leave time or additional benefits**
- Deferred Compensation (ICMA 457) (100% of Maximum Employee Share)
- Conditioned on concurrence by PERS, a Supplemental Retirement Contribution to provide a similar benefit as provided to consolidated employees under the provisions of SB 1703 that would allow total years served at Caltrans to be included as years in service at the 2.7 @ 55 formula upon retirement. A new employee option, “Airtime” allows the purchase of 5 years additional retirement credit. This would be similar to the value of a buy-back had the Executive Director received the same benefits as SANDAG employees at time of consolidation. Costs of this benefit shall be paid over any term and through any method determined to be in the best interest of SANDAG.

* Items noted are benefits provided to all SANDAG staff.
** Items noted are benefits provided to all SANDAG Management staff.
FIRST AMENDMENT
TO THE EXECUTIVE EMPLOYMENT AGREEMENT BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND GARY GALLEGOS

THIS FIRST AMENDMENT ("Amendment") is made this 22nd day of January, 2010, by and between the San Diego Association of Governments (hereinafter referred to as "SANDAG"), 401 B Street, Suite 800, San Diego, California, and Gary Gallegos (hereinafter referred to as "Mr. Gallegos"), in view of the following recitals which are a substantive part of this Amendment:

RECITALS:

A. On or about January 23, 2004, SANDAG and Mr. Gallegos entered into an Executive Employment Agreement which provides that Mr. Gallegos shall serve as SANDAG’s Executive Director for a specified term (the "Agreement").

B. The purpose of this Amendment is to modify the Agreement to extend the term and adjust the compensation provisions. Mr. Gallegos shall remain bound to the terms of the Agreement except to the extent the terms of this Amendment conflict with the Agreement in which case this First Amendment shall supersede the Agreement. Nothing in this First Amendment relieves Mr. Gallegos of his obligation to perform as required by the Agreement unless expressly stated herein.

NOW, THEREFORE, it is agreed as follows:

1. Section 3.1 of the Agreement (Initial Term) shall be amended to instead read as follows:

   Initial Term. The employment relationship pursuant to this Agreement shall be for an initial term of five (5) years (Initial Term), commencing on July 1, 2004, and then will continue for a subsequent term of six (6) years and five (5) months (Subsequent Term) following the Initial Term pursuant to Section 3.2 unless sooner terminated in accordance with Section 7 below.

2. Section 3.2 of the Agreement (Optional: Renewal) shall be amended to instead read as follows:

   Subsequent Term. On completion of the five (5) year Initial Term specified in Section 3.1 above, this Agreement shall be extended for the Subsequent Term of six (6) years and five (5) months. The Base Salary for the Subsequent Term shall commence at $240,000 per year for the first year, and subject to the provisions of subsection 4.2 below, adjust to $250,000 per year at the commencement of the second year, to $260,000 per year at the commencement of the third year, to $270,000 per year at the commencement of the fourth year, to $280,000 at the commencement of the fifth year, and to $290,000 per year at the commencement of the sixth year of the Subsequent Term.

All other provisions of said Agreement, not amended herein, shall remain in full force and effect.
THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING FIRST AMENDMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS FIRST AMENDMENT ON THE DATES SHOWN BELOW.

GARY L. GALLEGOS

Dated: 1-22-10

GARY L. GALLEGOS
SAN DIEGO ASSOCIATION OF GOVERNMENTS

Dated: 1-22-10

HON. LORI HOLT PEILEK, CHAIR
SANDAG Board of Directors
## Comparison of Regional Agency Executive Salaries

<table>
<thead>
<tr>
<th>Agency</th>
<th>Equivalent Executive Director Position</th>
<th>Current Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Association of Bay Area of Governments (ABAG)</td>
<td>Executive Director</td>
<td>$198,000</td>
</tr>
<tr>
<td>Grossmont Healthcare District</td>
<td>CEO</td>
<td>$198,528*</td>
</tr>
<tr>
<td>Los Angeles County Metropolitan Transportation Authority (Metro)</td>
<td>CEO</td>
<td>$325,499</td>
</tr>
<tr>
<td>Metropolitan Transit System (MTS)</td>
<td>CEO</td>
<td>$334,922</td>
</tr>
<tr>
<td>Metropolitan Transportation Commission (MTC)</td>
<td>Executive Director</td>
<td>$312,852</td>
</tr>
<tr>
<td>North County Transit District (NCTD)</td>
<td>CEO</td>
<td>$249,184</td>
</tr>
<tr>
<td>Orange County Transportation Authority (OCTA)</td>
<td>CEO</td>
<td>$298,500</td>
</tr>
<tr>
<td>Palomar Pomerado Hospital District</td>
<td>President/CEO**</td>
<td>$700,858*</td>
</tr>
<tr>
<td>Port of San Diego</td>
<td>President/CEO**</td>
<td>$257,000</td>
</tr>
<tr>
<td>Riverside County Transportation Commission (RCTC)</td>
<td>Executive Director</td>
<td>$255,549</td>
</tr>
<tr>
<td>Sacramento Area Council of Governments (SACOG)</td>
<td>CEO</td>
<td>$271,164</td>
</tr>
<tr>
<td>San Bernardino Association of Governments (SANBAG)</td>
<td>Executive Director</td>
<td>$227,283</td>
</tr>
<tr>
<td>San Diego County Regional Airport Authority</td>
<td>President/CEO</td>
<td>$288,065</td>
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<tr>
<td>San Diego County Water Authority</td>
<td>General Manager</td>
<td>$264,300</td>
</tr>
<tr>
<td>Southern California Association of Governments (SCAG)</td>
<td>Executive Director</td>
<td>$259,189</td>
</tr>
<tr>
<td>Tri-City Hospital District</td>
<td>CEO**</td>
<td>$665,878*</td>
</tr>
</tbody>
</table>

* 2012 Annual Salary Maximum as reported on State Controller's website

** Due to staffing changes and/or current vacancies, the reported salary is for the former incumbent.
REVIEW OF THE SEPTEMBER 26, 2014, DRAFT BOARD BUSINESS AGENDA

ITEM NO. 14. APPROVAL OF MEETING MINUTES

+1A. July 11, 2014, Board Policy Meeting Minutes
+1B. July 25, 2014, Board Business Meeting Minutes
+1C. August 15, 2014, Board Special 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 (Victoria Stackwick)

This item summarizes the actions taken by the Policy Advisory Committees since the last Board Business Meeting. The Board of Directors is asked to ratify these actions.

CONSENT

+4. APPROVAL OF PROPOSED SOLICITATIONS AND CONTRACTS (Laura Coté)*

The Board of Directors is asked to review and approve the proposed solicitations and contract awards summarized in the reports listed below:

+4A. Solicitations
+4B. Contract Awards

+5. INLAND RAIL TRAIL BIKEWAY PROJECT: CALIFORNIA ENVIRONMENTAL QUALITY ACT ADDENDUM (Emilio Rodriguez)

On July 26, 2013, the Board of Directors adopted a Subsequent Mitigated Negative Declaration (MND) for the Inland Rail Trail Bikeway, satisfying the requirements of the California Environmental Quality Act. The Board of Directors now is asked to adopt an Addendum to the Subsequent MND to address minor technical changes to the project since adoption of the Subsequent MND.
+6. MASTER FUND TRANSFER AGREEMENT WITH CALTRANS (Tim Watson) ADOPT

The Master Fund Transfer Agreement (MFTA) with Caltrans is a ten-year agreement that allows SANDAG to receive Consolidated Planning Grant funds on an annual basis. The current MFTA expires on December 31, 2014, and Caltrans has requested an adopted Board Resolution by September 30, 2014, to extend the current agreement. The Executive Committee recommends that the Board of Directors adopt Board Resolution No. 2015-06 to authorize the Executive Director to execute the revised MFTA, enabling SANDAG to receive federal planning funds.

+7. REGIONAL COMPREHENSIVE PLAN: 2012-2013 BIENNIAL PERFORMANCE MONITORING REPORT (Coleen Clementson) ACCEPT

Every two years, SANDAG prepares a report to monitor progress on the implementation of the Regional Comprehensive Plan. The attached report provides information for the 2012-2013 reporting period. The Regional Planning Committee recommends that the SANDAG Board of Directors accept the 2012-2013 Biennial Regional Comprehensive Plan Performance Monitoring Report.

+8. QUARTERLY FINANCE REPORT AND ANNUAL INTEREST RATE SWAP EVALUATION - PERIOD ENDING JUNE 30, 2014 (Lisa Kondrat-Dauphin, André Douzdjian, and Marney Cox)* INFORMATION

This quarterly report provides various finance-related items to the Board of Directors, including: (1) a quarterly report of investments, including all money under the direction or care of SANDAG; (2) an annual report and evaluation of all outstanding interest rate swaps; and, (3) information about the latest developments in the financial markets, the economy, and sales tax revenues.

+9. QUARTERLY PROGRESS REPORT ON TRANSPORTATION PROJECTS - APRIL THROUGH JUNE 2014 (Michelle Smith)* INFORMATION

This quarterly report summarizes the current status of major transit, highway, arterial, traffic management, and Transportation Demand Management projects in the SANDAG five-year Regional Transportation Improvement Program for the period April through June 2014.

+10. REPORT SUMMARIZING DELEGATED ACTIONS TAKEN BY THE 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.

+11. REPORT ON MEETINGS AND EVENTS ATTENDED ON BEHALF OF SANDAG (Victoria Stackwick) INFORMATION

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.
CHAIR’S REPORT

+12. APPOINTMENT OF NOMINATING COMMITTEE FOR SANDAG BOARD OFFICERS*

In accordance with the SANDAG Bylaws, the Chair will appoint up to a six-person nominating committee for Board officers, made up of Board members from each of the four subregions and a member from the City of San Diego and the County of San Diego. The nominating committee will submit its slate nominees, in writing, for mailing to Board members in or around November 2014.

+13. PERFORMANCE EVALUATION OF EXECUTIVE DIRECTOR*

Pursuant to the employment agreement with the Executive Director, the Board of Directors is required to annually review his performance. If the Executive Director’s performance is determined to be satisfactory, the Board of Directors is required to adjust his base salary in accordance with the employment agreement provisions. The Executive Committee recommends the Board of Directors approve: (1) the Executive Director’s Performance Evaluation for the period July 2013 to June 2014, determining his performance satisfactory; and (2) Key Success Indicators that would be used to evaluate the overall performance of the Executive Director for FY 2015. The Board of Directors also is asked to consider a bonus award to the Executive Director based on accomplishment of the performance objectives during the past year.

14. RECOGNITION OF OUTGOING TransNet INDEPENDENT TAXPAYER OVERSIGHT COMMITTEE MEMBER*

The Board of Directors will recognize Paul Fromer, an outgoing member of the TransNet Independent Taxpayer Oversight Committee.

REPORTS

+15. PROPOSED FINAL 2014 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (San Diego Council President Todd Gloria, Transportation Committee Chair; Michelle Smith)*

SANDAG is required by state and federal laws to develop and adopt a Regional Transportation Improvement Program (RTIP), a multiyear program of proposed major transportation projects, including the TransNet Program of Projects. The Transportation Committee recommends that the Board of Directors approve Resolution No. 2015-05, adopting the Final 2014 RTIP, including its air quality conformity determination and the air quality conformity re-determination of the 2050 Revenue Constrained Regional Transportation Plan: Our Region Our Future, and direct staff to submit the Final 2014 RTIP to Caltrans.

+16. ACTIVE TRANSPORTATION PROGRAM FUNDING RECOMMENDATION (San Diego Council President Todd Gloria, Transportation Committee Chair; Jenny Russo)

On May 23, 2014, the Board of Directors authorized the Call for Projects for the Active Transportation Program (ATP) regional competitive funding process in accordance with the California Transportation Commission (CTC) ATP guidelines. The Transportation Committee recommends that the Board of Directors approve the proposed projects recommended for funding to the CTC.
+17. **TransNet ENVIRONMENTAL MITIGATION PROGRAM: FISCAL YEAR 2015 IMPLEMENTATION** (Solana Beach Deputy Mayor Lesa Heebner, Regional Planning Committee Chair; Keith Greer)*

The Regional Planning Committee recommends that the Board of Directors approve: (1) the proposed regional land management and biological monitoring for the two-year Fiscal Years 2015 and 2016 Work Plan and allocation of funding for Fiscal Year 2015; and (2) the modifications to the draft eligibility, submittal, and evaluation criteria and the release of the Call for Projects for the seventh cycle of the TransNet EMP Land Management Grant Program.

+18. **PUBLIC SAFETY AT SANDAG - POLICY REVIEW** (Imperial Beach Mayor Jim Janney, SANDAG First Vice Chair; Kurt Kroninger)

At the July 11, 2014, Board Policy meeting, an overview of the SANDAG Public Safety Program was provided. The Board of Directors directed staff to develop alternatives to current Board Policy, including alternatives for a revised composition of voting members serving on the Public Safety Committee for review by the Executive Committee. These topics were presented to the Executive Committee at its September 12, 2014, meeting. The Executive Committee recommends that the Board of Directors approve the proposed Board Policy amendments.

+19. **CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2) (ONE POTENTIAL CASE)** (John Kirk)

The Board of Directors will be briefed on a claim presented by Katie Lundell, acting as the guardian ad litem for Kyleigh Lindenmeier, stemming from the death of the minor’s father by a passing train on March 4, 2014.

20. **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.

21. **UPCOMING MEETINGS**

The next Board Policy meeting is scheduled for Friday, October 10, 2014, at 10 a.m. **Please note, this meeting will be held at the following location:**

San Ysidro Middle School - Multicultural Complex
4345 Otay Mesa Road
San Ysidro, CA 92173

The next Board Business meeting is scheduled for Friday, October 24, 2014, at 9 a.m.

22. **ADJOURNMENT**
## REVIEW OF THE OCTOBER 10, 2014, DRAFT BOARD POLICY AGENDA

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>RECOMMENDATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>PUBLIC COMMENTS/COMMUNICATIONS/MEMBER COMMENTS</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
</tbody>
</table>

## REPORTS

+ 2. UPDATE ON THE STATE ROUTE 11 AND OTAY MESA EAST PORT OF ENTRY PROJECT (Marney Cox; Mario Orso, Caltrans)  

The State Route 11 (SR 11) and Otay Mesa East Port of Entry Project will improve the efficient movement of people and goods between the United States and Mexico. SANDAG and Caltrans are executing a plan to finance this new border crossing, which includes a Traffic and Revenue Study and an Intelligent Transportation Systems Pre-Deployment Study. This report will provide the Board of Directors with an update on the overall project, with specific findings from the project studies.

3. 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.

4. UPCOMING MEETINGS  

The next Board Business meeting is scheduled for Friday, October 24, 2014, at 9 a.m. The next Board Policy meeting is scheduled for Friday, November 7, 2014, at 10 a.m.

5. ADJOURNMENT

+ next to an agenda item indicates an attachment
PUBLIC SAFETY AT SANDAG – POLICY REVIEW

File Number 2340000

Introduction

At the July 11, 2014, Board Policy meeting, an overview of the Criminal Justice Research Division (CJRD), Automated Regional Justice Information System (ARJIS), and Public Safety Committee (PSC) was provided, along with the results of a review of the Public Safety Program. The Board directed staff to prepare recommendations for the Executive Committee’s review regarding potential amendments to Board Policy No. 026: Public Safety Policy Advisory Committee, and alternatives for a revised composition of voting members serving on the PSC.

Amendments to Board Policy No. 026

Board Policy No. 026 sets forth the purpose, governance, and authority for the PSC, which is one of the five standing Policy Advisory Committees reporting to the SANDAG Board of Directors. At its July 11, 2014, meeting, the SANDAG Board directed staff to develop alternatives to current Board policy, including recommendations to: (1) amend Board Policy No. 026 to give the Board and PSC a bigger role in the establishment of policy and procedures; (2) develop a framework for evaluating potential public policy impacts resulting from ARJIS and CJRD activities, which includes vetting the impacts with the PSC and Board, where appropriate; and, (3) implement a process to ensure that grant proposals are vetted through the PSC and the Board, where appropriate, prior to submittal.

The proposed amendments to Board Policy No. 026 (Attachment 1) include clarification of the roles of the PSC and its standing subcommittee, the Chiefs’/Sheriff’s Management Committee (CSMC); a process for review of public safety policy matters within SANDAG purview; and, a grant application approval process. Staff will present the proposed amendments for Executive Committee discussion and recommendation.

Recommendation

The Executive Committee is asked to: (1) discuss the proposed amendments to Board Policy No. 026, Public Safety Policy Advisory Committee, and recommend that the Board of Directors approve the proposed Board Policy amendments (Attachment 1); and (2) discuss alternatives for revising the voting composition of the Public Safety Committee and recommend an option for Board consideration.


**Composition of the Public Safety Committee**

The composition of the PSC is governed by Board Policy No. 002: Policy Advisory Committee Membership. The current structure of the PSC includes 15 voting members, composed of six Board members/alternates and nine Associate members (public safety executives). Supplementing the voting membership are five Advisory members (non-voting). The current PSC roster is included as Attachment 2.

PSC membership is unique within the SANDAG Policy Advisory Committee framework. The Executive Committee and Regional Planning Committee voting membership is composed entirely of Board members or alternates. The Borders Committee voting membership is composed of six Board members or alternates and a representative from Imperial County. The Transportation Committee voting membership is composed of six Board members or alternates, representatives from the region’s two transit agencies, and the San Diego County Regional Airport Authority.

**History of Changes to PSC Voting Membership**

The ARJIS Joint Powers Agreement (JPA) originally specified that the PSC would be composed of 11 voting members, which included 6 Board members/alternates and 5 Associate members (public safety executives). Over the years, as allowed by the ARJIS JPA, the SANDAG Board of Directors has approved changes to the PSC membership via amendments to Board Policy No. 002.

The changes to the PSC voting membership since its inception include:

- 2006 – SANDAG Board approved the addition of three Associate members to the PSC: San Diego County District Attorney, Fire/Emergency Medical Services, and Transit, resulting in a total PSC voting membership of 14 (6 Board members/alternates; 8 Associate members).
- 2007 – SANDAG Board approved the addition of one more Associate member to the PSC: City of San Diego Chief of Police, resulting in the current composition – a total PSC voting membership of 15 (6 Board members/alternates; 9 Associate members).

Over the years, the Advisory membership of the PSC increased from three to four in 2006 with the addition of the Department of Defense, and from four to five in 2007 with the addition of the Southern California Tribal Chairmen's Association.

In July 2014, the SANDAG Board directed staff to return to the Executive Committee with options that would adjust the voting membership of the PSC to bring it back to the general balance of Board members/alternates and Associate members specified in the ARJIS JPA. Possible alternatives are discussed in further detail below.

**Alternatives**

**Option 1: Retain Current Voting Membership at 15 (6 Board members/alternates and 9 Associate members)**

At the Board meeting in July 2014, the opinion of some Board members was that the current PSC structure has effectively enabled thoughtful dialogue and exchanges from a variety of public safety executives with Board members/alternates from around the region. Therefore, given the current
roles and responsibilities of the PSC, one option would be to maintain the current voting membership of 15 total, with 6 Board members/alternates and 9 Associate members. Retaining the current voting composition, however, would perpetuate the imbalance of Board to Associate members (which makes the PSC structure different from all other SANDAG Policy Advisory Committees), and therefore, Option 1 is not recommended.

Option 2: Reduce Number of Current Voting Members from 15 to 11 (6 Board members/alternates and 5 Associate members)

The second option would be to reduce the current nine voting Associate member positions to five so that Board members/alternates would have a majority, which would be more consistent with other SANDAG Policy Advisory Committees. If this option of 11 voting members were selected, a subsequent decision would entail deciding which of the current Associate members would retain their current voting positions and which would become Advisory members. Two options (2A and 2B) are described below and outlined in Table 1.

- Option 2A: To be consistent with the original ARJIS JPA, the five Associate members under this option would include the Sheriff, a State Public Safety representative, a Homeland Security representative, and two representatives from the CSMC. As Table 1 shows, with this option, the remaining four Associate members would become Advisory members: District Attorney, Fire/Emergency Medical Services (EMS), San Diego Chief of Police, and Transit. While the original ARJIS JPA structure could be an option, it is not recommended as the composition leaves out entities that play a key role in regional public safety from Associate membership – most notably Fire/EMS.

- Option 2B: With this alternative, like Option 2A, five of the current nine Associate members would retain their voting positions, and four would become Advisory members. Based on the purpose and authority of the PSC and the work of ARJIS and the CJRD, staff recommends that four of the five Associate members include one representative from the CSMC, San Diego Chief of Police, the Sheriff, and Fire/EMS. This would ensure that both law enforcement and Fire/EMS representatives are included among the core Associate membership, and that among the law enforcement Associates, there is representation from the two largest organizations – San Diego Police and County Sheriff – as well as from the remaining law enforcement agencies represented on the CSMC.

  With this option, staff also recommends that the State Public Safety representative become an Advisory member (state and federal agencies hold similar non-voting roles on the other SANDAG Policy Advisory Committees). The alternatives for filling the fifth Associate seat would then be from the remaining four members (second seat for CSMC, District Attorney, Homeland Security, or Transit) based on the recommendation of the Executive Committee.

Option 3: Reduce Number of Current Voting Members from 15 to 12 (6 Board members/alternates and 6 Associate members)

Option 3 is similar to Option 2B, except that it would reduce the number of Associate members from 9 to 6 (instead of from 9 to 5 in Option 2B). With this option, Board members/alternates and Associate members would have an equal number of votes. Like Option 2B, four core Associate members would be retained (one representative from the CSMC, San Diego Chief of Police, the
Sheriff, and Fire/EMS), and State Public Safety would become an Advisory member. The Executive Committee would then select two Associate members (rather than just one) from the remaining four entities (second seat for CSMC, District Attorney, Homeland Security, or Transit).

<table>
<thead>
<tr>
<th>Current Associate Members</th>
<th>Option 1 Keep 9 Associate Members</th>
<th>Option 2A Reduce to 5 Associate Members – Original ARJIS JPA</th>
<th>Option 2B Reduce to 5 Associate Members – 4 Key Members Plus 1 From Those Marked *</th>
<th>Option 3 Reduce to 6 Associate Members – 4 Key Members Plus 2 From Those Marked **</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSMC Seat 1</td>
<td>Associate</td>
<td>Associate</td>
<td>Associate</td>
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</tr>
<tr>
<td>CSMC Seat 2</td>
<td>Associate</td>
<td>Associate</td>
<td>*</td>
<td>**</td>
</tr>
<tr>
<td>San Diego Police Chief</td>
<td>Associate</td>
<td>Advisory</td>
<td>Associate</td>
<td>Associate</td>
</tr>
<tr>
<td>Sheriff</td>
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<td>District Attorney</td>
<td>Associate</td>
<td>Advisory</td>
<td>*</td>
<td>**</td>
</tr>
<tr>
<td>Fire/EMS</td>
<td>Associate</td>
<td>Advisory</td>
<td>Associate</td>
<td>Associate</td>
</tr>
<tr>
<td>Homeland Security</td>
<td>Associate</td>
<td>Associate</td>
<td>*</td>
<td>**</td>
</tr>
<tr>
<td>Transit</td>
<td>Associate</td>
<td>Advisory</td>
<td>*</td>
<td>**</td>
</tr>
<tr>
<td>State Public Safety</td>
<td>Associate</td>
<td>Associate</td>
<td>Advisory</td>
<td>Advisory</td>
</tr>
</tbody>
</table>

Staff recommends Option 2B with the District Attorney as the fifth Associate Member. This brings the Board/Associate balance back to that specified in the ARJIS JPA and focuses on local public safety officials, including two regionally elected members (the Sheriff and the District Attorney).

**Next Steps**

Based on the direction received from the Executive Committee, staff will either present recommended amendments to Board Policy Nos. 002 and 026 to the Board of Directors on September 26, 2014, or bring back additional information for Executive Committee consideration at a later date.

KURT KRONINGER
Technical Services Director

Attachments: 1. Draft amendments to Board Policy No. 026: Public Safety Policy Advisory Committee
2. Public Safety Committee Membership

Key Staff Contact: Kurt Kroninger, (619) 699-6996, kurt.kroninger@sandag.org
PUBLIC SAFETY POLICY ADVISORY COMMITTEE (PSPAC)

1. Purpose

The purpose of the Public Safety Policy Advisory Committee (PSPAC), also known as the Public Safety Committee (PSC), is to advise the Board on matters concerning the Automated Regional Justice Information System and the Criminal Justice Research Division.

2. Governance

2.1. The PSPAC PSC shall be overseen by the SANDAG Board of Directors and shall govern itself in accordance with the Automated Regional Justice Information System Joint Powers Agreement (“ARJIS JPA”), as amended on January 1, 2004, and the policies and procedures applicable to all of SANDAG’s policy advisory committees.

2.2. If the ARJIS JPA is in conflict with state or federal statutes or regulations, the statutes or regulations shall supersede the conflicting provision of the JPA. If the ARJIS JPA is in conflict with SANDAG Board policy or procedure, SANDAG Board policy or procedure shall supersede the conflicting provision of the JPA.

2.2.3. Membership of the PSC shall be as set forth in Board Policy No. 002: Policy Advisory Committee Membership.

3. PSPAC Subcommittees

3.1. There shall be a standing Chiefs’/Sheriff’s Management Committee (CSMC) Subcommittee composed of standing members, who shall be the Chief of Police, Sheriff, or Public Safety CEO of each Member Agency. The term “Member Agency” as used in this Policy shall have the same meaning as in the ARJIS JPA and shall refer to the voting members on the PSPAC. The Management Subcommittee CSMC may appoint advisory members to the Subcommittee as needed, who shall serve at the pleasure of the Management Subcommittee CSMC.

3.2. Each Member Agency representative of the Management Subcommittee CSMC shall have one vote.

3.3. Whenever a member is not present at a meeting of the Management Subcommittee CSMC, a designated alternate selected by the member may act as a member.

3.4. The Management Subcommittee CSMC shall may appoint members to standing working groups known as the Users, Technical, and Business, and Crime Analysis
working groups. The membership of these working groups shall be composed of members of public safety agencies who operate or use the ARJIS. Each member of these working groups shall have one vote.

3.5. The **Management Subcommittee** (CSMC) meetings shall be at least monthly or whenever called by its **Chairperson**. The Chairperson of the Management Subcommittee shall notify the members of the Management Subcommittee of any such scheduled meetings at least five days prior to the scheduled date of the meeting. Upon a finding by the Chairperson that an item has arisen that requires immediate action, he/she may call a meeting on 48 hours notice in accordance with the Brown Act.

3.6. Other standing subcommittees and standing or ad hoc working groups shall meet whenever called by their respective chairperson.

3.7. Standing subcommittees and working groups shall have as elected officers a chairperson and vice chairperson, who are members or alternates of their respective Member Agency. The Chairperson and Vice chairperson of each standing subcommittee or working group shall be elected from among its membership.

3.8. The functions of the **Management Subcommittee** (CSMC) shall be to: (1) review, evaluate, and provide preliminary approval of recommendations to the PSC on the ARJIS and Criminal Justice Research Division work plan and budget (including parameters for pursuit of grant opportunities) for final approval by the SANDAG Board of Directors; (2) evaluate and prioritize the ARJIS and Criminal Justice Division work plan; (3) monitor the implementation of the ARJIS and Criminal Justice Research Division work plan and budget; (4) establish, develop, and recommend operational policies and procedures necessary to carry out operations within SANDAG purview; (5) approve and oversee the implementation of the recommendations from other subcommittees and working groups within limitations of approved policies and procedures; (5) make recommendations on public policy issues upon request by the PSC; and (6) perform other functions delegated by the PSC.

4. **Authority**

4.1 The PSC may hear items within the subject areas of public safety, criminal justice research, and ARJIS and may be asked to provide actions or recommendations on other matters within the PSC’s purview. The PSC shall have the authority to approve financial/contracting transactions, including selection of vendors, acceptance of funding, stipulations of any nature, and any resulting budget amendment up to $500,000 for ARJIS and Criminal Justice Research Division items, subject to increase by Board action unless these transactions have potential public policy or liability implications within SANDAG purview.

Identification of items with potential public policy or liability implications for SANDAG under consideration by the PSC will be determined by senior Public Safety
staff in consultation with the chairpersons of the PSC and CSMC. The Executive Director shall report this determination to the Chair of the SANDAG Board of Directors. This process will result in items being placed on PSC or CSMC agendas for action or recommendation as appropriate.

4.2 Grant opportunities of a time-sensitive nature not allowing for review through the committee structure as described above shall be presented to the PSC chairperson in writing (email or memorandum) describing the grant and its support of the SANDAG mission and strategic goals. Upon recommendation by the PSC chairperson, the Executive Director in consultation with the SANDAG Board Chair shall make the final determination whether to apply for the grant. This process shall be reported to the PSC and SANDAG Board in follow-up budget action upon award of the grant.

Adopted December 2003
Amended November 2004
Amended September 2014
PUBLIC SAFETY COMMITTEE

MEMBERSHIP

The Public Safety Committee advises the SANDAG Board of Directors on major policy-level matters related to public safety. Composed of both elected officials and public safety representatives, the goals of the group include improving the quality of life in the region by promoting public safety and justice through collaboration, information sharing, effective technology, and objective monitoring and assessment.

Dr. Cynthia Burke, Director, Criminal Justice Research Division
Phone: (619) 699-1910; cindy.burke@sandag.org

Pam Scanlon, Director, ARJIS
Phone: (619) 699-6971; pscanlon@arjis.org

SANDAG MEMBERS

Mary Sessom, Chair
Mayor, City of Lemon Grove (representing East County)

Rebecca Jones, Vice Chair
Vice Mayor, City of San Marcos (representing North County Inland)

Marti Emerald
Councilmember, City of San Diego

Jack Feller
Councilmember, City of Oceanside (representing North County Coastal)

Bill Horn
Supervisor, County of San Diego

Alejandra Sotelo-Solis
Councilmember, City of National City (representing South County)

PUBLIC SAFETY MEMBERS

Jim Abele
Chief, California Highway Patrol (representing State Public Safety)

Jim Redman
Chief, El Cajon Police Department (representing County Chiefs’/Sheriff’s Association)

Bonnie Dumanis
District Attorney, San Diego County (San Diego County District Attorney)

SANDAG MEMBERS – ALTERNATES

Bill Wells
Mayor, City of El Cajon (representing East County)

Amanda Rigby
Councilmember, City of Vista (representing North County Inland)

Myrtle Cole
Councilmember, City of San Diego

Al Corti
Deputy Mayor, City of Del Mar (representing North County Coastal)

Greg Cox
Supervisor, County of San Diego

Brian Bilbray
Councilmember, City of Imperial Beach (representing South County)

PUBLIC SAFETY MEMBERS - ALTERNATES

Tracy Struges
Chief, California Highway Patrol (representing State Public Safety)

Craig Carter
Chief, Escondido Police Department (representing County Chiefs’/Sheriff’s Association)

Adolfo Gonzales
Chief of Investigations, San Diego County (San Diego County District Attorney)
Public Safety Members – Continued

William D. Gore  
Sheriff, San Diego County  
(County Sheriff)

Dave Hanneman  
Chief, City of Chula Vista Fire Department  
(representing Regional Fire/Emergency Medical Services)

Manuel Rodriguez  
Chief, National City Police Department  
(representing County Chiefs’/Sheriff’s Association)

Shelley Zimmerman  
Chief, City of San Diego Police Department  
(representing San Diego Police Department)

Bill Burke  
Director, Transit Systems Security  
Metropolitan Transit System  
(representing Regional Transit)

Holly Crawford  
Director, San Diego Office,  
Office of Emergency Services, County of San Diego  
(representing Homeland Security)

ADVISORY MEMBERS

Michial Michalovich  
Mission Assurance Manager,  
MCI West – MCB Camp Pendleton  
(representing Department of Defense)

Laura E. Duffy  
United States Attorney,  
U.S. Attorney’s Office  
(representing Federal Public Safety)

Daphne Hearn  
Special Agent in Charge,  
Federal Bureau of Investigation  
(representing Federal Public Safety)

Mack Jenkins  
Chief Probation Officer, San Diego County  
(representing County Public Safety)

Eric LaChappa  
Representative, La Posta  
(representing Southern California Tribal Chairmen’s Association)

Public Safety Members/Alternates – Continued

Ed Prendergast  
Undersheriff, San Diego County  
(County Sheriff)

Tony Michel  
Chief, Rancho Santa-Fe Fire Protection District  
(representing Regional Fire/Emergency Medical Services)

David Bejarano  
Chief, City of Chula Vista Police Department  
(representing County Chiefs’/Sheriff’s Association)

David Ramirez  
Executive Assistant Chief,  
City of San Diego Police Department  
(representing San Diego Police Department)

Jaime Becerra  
Chief of Transit Enforcement  
North County Transit District  
(representing Regional Transit)

John Valencia  
Program Manager,  
Office of Homeland Security, City of San Diego  
(representing Homeland Security)

ADVISORY MEMBERS – ALTERNATES

Joseph Stuyvesant  
Director of Operations, Navy Region SW  
(representing Department of Defense)

BC Bell  
Federal Security Director/SD,  
Transportation Security Administration  
(representing Federal Public Safety)

Bill Sherman  
Acting Special Agent in Charge,  
U.S. Drug Enforcement Administration  
(representing Federal Public Safety)

Gregory J. Archambeault  
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Immigration and Customs Enforcement  
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Steven C. Stafford  
United States Marshal  
(representing Federal Public Safety)

Yvette Klepin  
Assistant Chief Probation Officer, San Diego County  
(representing County Public Safety)

Leia Arviso  
Representative, Inaja  
(representing Southern California Tribal Chairmen’s Association)
PROPOSED FY 2015 PROGRAM BUDGET AMENDMENTS: CALTRANS TRANSPORTATION PLANNING GRANTS

Introduction

In July 2014, Caltrans announced the award of two new transportation planning grants to SANDAG totaling $423,619. Acceptance of the awards would require amendments to the FY 2015 Program Budget and Overall Work Program (OWP) to incorporate the new grant funding and required matching funds. Planning work on these new projects will commence in FY 2015 and be completed in FY 2017. The Executive Committee has authority to approve budget amendments of up to $500,000 for each work element.

Discussion

Table 1 lists the title of each awarded project, the award amount, the work element number, and the proposed changes.

Table 1. Caltrans FY 2015 Transportation Planning Grant Awards to SANDAG

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Amount Awarded</th>
<th>FY 2015 Work Element Number</th>
<th>Proposed Change</th>
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<tbody>
<tr>
<td>1. Understanding Regional Truck Flows</td>
<td>$220,000</td>
<td>31021.00</td>
<td>Add new work element: FY 2015 - FY 2017 grant funding</td>
</tr>
<tr>
<td>2. Regional Transit Signal Priority Study</td>
<td>$203,619</td>
<td>33213.00</td>
<td>Add new work element: FY 2015 - FY 2017 grant funding</td>
</tr>
<tr>
<td>Grant Award Total</td>
<td>$423,619</td>
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<td></td>
</tr>
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</table>

The two projects selected for a grant award were included in the pending discretionary grant section of the FY 2015 Program Budget. These new projects are multiyear efforts that must be completed prior to May 31, 2017. The grants also require a local match. The required matching funds are proposed to be programmed as part of the FY 2016 budget cycle. The proposed amendments to the FY 2015 Program Budget (Attachments 1 and 2), including required matching funds, are discussed in further detail below.

Recommendation

The Executive Committee is asked to approve the proposed amendments to the FY 2015 Program Budget and Overall Work Program, in substantially the same form as shown in Attachments 1 and 2, and accept $423,619 in Caltrans Transportation Planning Grant funding.
New Work Elements

Understanding Regional Truck Flows – New Work Element 31021.00 (Attachment 1)

This project would help SANDAG increase its understanding of internal truck circulation, including truck traffic associated with regional distribution from supply warehouses and production points (generators) to office buildings, retail outlets, military bases, and other truck delivery points (attractors). The proposed planning application would build upon the strong technical capabilities of SANDAG to better define the region’s significant truck generators and attractors, catalogue, classify, and then map these generators and attractors and build a tool to better inform planning decisions about truck needs across the region. This tool also could benefit other Metropolitan Planning Organizations in California. Matching funds are represented in Attachment 1 using Transportation Development Act funding.

Regional Transit Signal Priority Study – New Work Element 33213.00 (Attachment 2)

The goal of this project is to explore the best means to implement Transit Signal Priority (TSP) on a much larger scale in the region as cities roll out other regional signal upgrades. SANDAG has been a leader in implementing TSP in conjunction with new Rapid Bus services in the region and has data documenting the benefits and minimal impacts to traffic operations. This project would enable the development of a plan for improving key existing transit corridors in advance of other, more capital-intensive improvements. The key tasks of the grant would include:

1. Inventory of all bus routes in the region and identification of best opportunities for TSP
2. Development of capital requirements and cost estimates
3. Implementation of a cost/benefits analysis of proposed TSP routes/arterials to prove value to transit operators and cities

Matching funds are represented in Attachment 2 using Transportation Development Act funding.

Next Steps

Upon approval by the Executive Committee, staff will coordinate with Caltrans District 11 to amend the FY 2015 Program Budget and the OWP Agreement to accept the Caltrans Transportation Planning Grant funds.

ANDRÉ DOUZDJIAN
Director of Finance

Attachments: 1. Understanding Regional Truck Flows – New Work Element 31021.00
2. Regional Transit Signal Priority Study – New Work Element 33213.00

Key Staff Contact: Tim Watson, (619) 699-1966, timothy.watson@sandag.org
Miriam Kirshner, (619) 699-6995, miriam.kirshner@sandag.org
NEW WORK ELEMENT: 31021.00  NEW - Understanding Regional Truck Flows
FY 2015 BUDGET: $0 $5,000
AREA OF EMPHASIS: Sustainable Development: Planning and Strategies

**Funds Source**

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<th>Funds Source</th>
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<th>FY 2016 - 2017</th>
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<tr>
<td>TDA Planning/Administration</td>
<td>$0</td>
<td>$0</td>
<td>$0 $54,000</td>
<td>$0 $54,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0 $5,000</td>
<td>$0 $270,000</td>
<td>$0 $275,000</td>
</tr>
</tbody>
</table>

**Funds Application**

<table>
<thead>
<tr>
<th>Funds Application</th>
<th>Prior</th>
<th>FY 2015</th>
<th>FY 2016 - 2017</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries, Benefits, Indirect</td>
<td>$0</td>
<td>$0 $3,500</td>
<td>$0 $65,000</td>
<td>$0 $68,500</td>
</tr>
<tr>
<td>Other Direct Costs</td>
<td>$0</td>
<td>$0 $500</td>
<td>$0 $5,000</td>
<td>$0 $5,500</td>
</tr>
<tr>
<td>Contracted Services</td>
<td>$0</td>
<td>$0 $1,000</td>
<td>$0 $200,000</td>
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<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0 $5,000</td>
<td>$0 $270,000</td>
<td>$0 $275,000</td>
</tr>
</tbody>
</table>

**OBJECTIVE**

Understanding Regional Truck Flows is a project effort that will enhance the understanding of the complexities related to truck operations in the San Diego region and in Southern California. The primary goal of the project is to develop a planning tool to better visualize the demand characteristics of freight flows using real-time data. This effort will involve collaboration with the California Department of Transportation (Caltrans) and other partner agencies and stakeholders in San Diego County as well as coordination with other Metropolitan Planning Organizations in Southern California, private carriers, real-time data vendors, and local communities. The planning tool will be shared with partner agencies and stakeholders once completed. Emphasis in FY 2015 will be the development of a project plan and scope of work.
PREVIOUS ACCOMPLISHMENTS

The draft scope of work and schedule was prepared in FY 2014. The team has held an internal meeting with staff to discuss technical components of the study.

Project Manager:  Strelecki, Scott
Committee(s): Transportation Committee
Working Group(s):

PRODUCTS, TASKS, AND SCHEDULES FOR FY2015

<table>
<thead>
<tr>
<th>Task No.</th>
<th>% of Effort</th>
<th>Task Description / Product / Schedule</th>
</tr>
</thead>
</table>
| 1        | 100         | Project Plan development and kickoff meeting  
Product: Project Development Plan 
Agenda materials and meeting minutes  
Completion Date: 6/30/2015 |

FUTURE ACTIVITIES

PRODUCTS, TASKS, AND SCHEDULES

<table>
<thead>
<tr>
<th>Task No.</th>
<th>% of Effort</th>
<th>Task Description / Product / Schedule</th>
</tr>
</thead>
</table>
| 1        | 100         | • Assess state of the practice for truck data 
• Public participation 
• Development of methods for classifying truck flows 
• Data gathering 
• Visualization tool development  
Product: Technical memorandums 1-6 
Partnership webinars 1-3 
Community workshop 
Procured data sets 
Visualization tool and final report  
Completion Date: 6/30/2016 |
WORK ELEMENT: 33213.00 NEW - Regional Transit Signal Priority Study
FY 2015 BUDGET: $0 $4,088
AREA OF EMPHASIS: Sustainable Mobility Programs and Services

<table>
<thead>
<tr>
<th>Funds Source</th>
<th>Prior</th>
<th>FY 2015</th>
<th>FY 2016 - 2017</th>
<th>Total</th>
</tr>
</thead>
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<tr>
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<tr>
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<td>$0 $469</td>
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<tr>
<td>TDA Planning/Administration</td>
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<td><strong>$0 $4,088</strong></td>
<td><strong>$0 $225,912</strong></td>
<td><strong>$0 $230,000</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Funds Application</th>
<th>Prior</th>
<th>FY 2015</th>
<th>FY 2016 - 2017</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries, Benefits, Indirect</td>
<td>$0</td>
<td>$0 $3,088</td>
<td>$0 $65,000</td>
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<tr>
<td>Other Direct Costs</td>
<td>$0</td>
<td>$0 $500</td>
<td>$0 $5,000</td>
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<tr>
<td>Contracted Services</td>
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<td>$0 $156,412</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0 $4,088</strong></td>
<td><strong>$0 $225,912</strong></td>
<td><strong>$0 $230,000</strong></td>
</tr>
</tbody>
</table>

**OBJECTIVE**

The Improving Bus Operations and Traffic - A Regional Approach to Transit Signal Priority Project will identify the best locations throughout the region to implement Transit Signal Priority (TSP) on our existing local bus routes. This requires concurrence from the transit operators and the local jurisdictions. A cost-benefits analysis will be developed to justify the potential implementation of TSP on local routes. Specifically, the study will seek to improve the reliability of transit bus operations, identify the corridors where TSP can be implemented to provide the greatest benefit, and increase the overall attractiveness of transit as an alternative to vehicular travel. The emphasis in FY 2015 will be to initiate the project and procure a consultant to complete the work. Other tasks will begin in the 4th quarter of FY 2015, but the majority of work will occur in FY 2016, with completion in FY 2017.

**PREVIOUS ACCOMPLISHMENTS**

The study will build upon the successful implementation of TSP on SANDAG Bus Rapid Transit routes. The previous investments in TSP have established the back-end systems, allowing for TSP to be implemented on other existing bus routes with only minor investments.
**Project Manager:** Veeh, Daniel  
**Committee(s):** Transportation Committee  
**Working Group(s):** San Diego Traffic Engineers' Council, Cities/County Transportation Advisory Committee

### PRODUCTS, TASKS, AND SCHEDULES FOR FY2015

<table>
<thead>
<tr>
<th>Task No.</th>
<th>% of Effort</th>
<th>Task Description / Product / Schedule</th>
</tr>
</thead>
</table>
| 1        | 100         | **Task Description:** Develop detailed project scope and procure consulting services to complete the work.  
**Product:** Revised Project Plan  
**Completion Date:** 6/30/2015 |

### FUTURE ACTIVITIES

### PRODUCTS, TASKS, AND SCHEDULES

<table>
<thead>
<tr>
<th>Task No.</th>
<th>% of Effort</th>
<th>Task Description / Product / Schedule</th>
</tr>
</thead>
</table>
| 1        | 37          | **Task Description:** Regionwide TSP Evaluation: Identify transit network TSP opportunity corridors, identify arterial street network TSP opportunity corridors, quantify the bus delays due to traffic signals, ultimately developing evaluation criteria and ranking the opportunity areas.  
**Product:** Transit maps of opportunity areas, arterial maps of opportunity areas, memos and data tables, evaluation criteria, scoring sheets, and a ranked list of TSP corridors.  
**Completion Date:** 1/31/2016 |
| 2        | 28          | **Task Description:** TSP Cost/Benefit Analysis: Develop preliminary TSP capital cost estimates, develop costs of TSP operations and maintenance for both the local jurisdictions and the transit operators, quantify the costs and benefits of potential impacts to traffic and bus operations.  
**Product:** Cost estimates and a final cost/benefit report.  
**Completion Date:** 7/31/2016 |
| 3        | 9           | **Task Description:** Implementation/Next Steps: Identify potential funding sources, complete final report of all previous tasks, develop recommendations for implementation, and present findings to policy boards and committees.  
**Product:** Final Report and presentation materials  
**Completion Date:** 1/31/2017 |
| 4        | 3           | **Task Description:** Project Administration: Overall project administration to coordinate with Caltrans on the requirements of the grant agreement, procurement of a consultant, processing invoicing, and preparing quarterly reports.  
**Product:** Coordination meeting notes, executed contract, invoice packages, and quarterly reports.  
**Completion Date:** 6/30/2017 |
<table>
<thead>
<tr>
<th>Date:</th>
<th></th>
<th></th>
</tr>
</thead>
</table>
| 5  | **23** | **Task Description:** Public/Stakeholder Outreach: Communication and coordination with all project stakeholders at all stages of the project. Project stakeholders include existing and potential transit riders, local jurisdiction traffic engineers, city planners, and transit operators.  
**Product:** Public meeting notices, public comment records, survey results, meeting agendas, and meeting notes.  
**Completion Date:** 6/30/2017 |
MASTER FUND TRANSFER AGREEMENT WITH CALTRANS

Introduction

Caltrans has requested that SANDAG execute a revised Master Fund Transfer Agreement (MFTA) to replace the current ten-year agreement, which expires on December 31, 2014. This agreement covers the contracting of the Consolidated Planning Grant, which consists of several federal funding resources applied to more than 30 work elements in the Overall Work Program (OWP).

Recommendation

The Executive Committee is asked to recommend that the Board of Directors adopt Resolution No. 2015-06 (Attachment 1) to authorize the Executive Director to execute the revised Master Fund Transfer Agreement (Attachment 2), enabling SANDAG to receive federal planning funds.

Discussion

The Caltrans Planning Division’s revised MFTA (Attachment 2) sets out the project eligibility, programming, reporting, and invoicing requirements for receiving funds through Federal Highway Administration (FHWA) Planning, FHWA Partnership, and Federal Transit Administration Section 5303 programs. These funds comprise the SANDAG Consolidated Planning Grant, which is approved annually as part of the OWP Agreement. The revised agreement is needed to reflect changes in law and reporting requirements that have occurred since execution of the previous MFTA in January 2004.

ANDRÉ DOUZDJIAN
Director of Finance

Attachments: 1. Board Resolution No. 2015-06
2. Master Fund Transfer Agreement

Key Staff Contact: Tim Watson, (619) 699-1966, timothy.watson@sandag.org
AUTHORIZING THE EXECUTION OF A MASTER FUND TRANSFER AGREEMENT
AND PROGRAM SUPPLEMENTS FOR CONSOLIDATED PLANNING GRANTS

WHEREAS, the San Diego Association of Governments receives federal funding through the State of California for planning-related projects in the form of a Consolidated Planning Grant; and

WHEREAS, included in the Consolidated Planning Grant are Federal Highway Administration (FHWA) Planning, FHWA State Research and Planning – Partnership Planning; Federal Transit Administration (FTA) Section 5303; and FTA section 5304 funding, and any other federal or state funds administered by and through the California Department of Transportation, Office of Regional Planning;

WHEREAS, receipt of said planning funds entails an obligation to meet certain federal requirements, including but not limited to the provision of local match or in-kind services; and

WHEREAS, the California Department of Transportation, who administers the above federal planning funds, requires the execution of a Master Fund Transfer Agreement authorized by resolution of the governing board of a local or regional agency; and

WHEREAS, SANDAG Board of Directors wishes to delegate authorization to execute AGREEMENTS and any AMENDMENTS thereto to the Executive Director; NOW, THEREFORE

BE IT RESOLVED by the Board of Directors of the San Diego Association of Governments that the Executive Director or his/her designee be authorized to execute a MASTER FUND TRANSFER AGREEMENT (MFTA) with the California Department of Transportation; and

BE IT FURTHER RESOLVED that the Agency agrees to comply with all conditions and requirements set forth in this MFTA and applicable statutes, regulations, and guidelines for all Consolidated Planning Grant funded projects; and

BE IT FURTHER RESOLVED that the Executive Director or his/her designee be authorized to execute all PROGRAM SUPPLEMENTS to the MFTA and any AMENDMENTS thereto with the California Department of Transportation.

PASSED AND ADOPTED this 26th day of September, 2014.

______________________________                                    ______________________________
CHAIRPERSON                                                               ATTEST:  

______________________________                                    ______________________________
SECRETARY

MEMBER AGENCIES: Cities of Carlsbad, Chula Vista, Coronado, Del Mar, El Cajon, Encinitas, Escondido, Imperial Beach, La Mesa, Lemon Grove, National City, Oceanside, Poway, San Diego, San Marcos, Santee, Solana Beach, Vista, and County of San Diego.

ADVISORY MEMBERS: California Department of Transportation, Metropolitan Transit Development Board, North San Diego County Transit Development Board, Imperial County, U.S. Department of Defense, San Diego Unified Port District, San Diego County Water Authority, and Baja California/Mexico.
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION PLANNING

MASTER FUND TRANSFER AGREEMENT

Recipient: San Diego Association of Governments

a Metropolitan Planning Organization (MPO)

Effective Date of this Agreement: January 1, 2015

Termination Date of this Agreement: December 31, 2024

FUND SOURCES COVERED BY THIS AGREEMENT MAY INCLUDE ALL OR SOME OF THE FOLLOWING FUND SOURCES AS IDENTIFIED IN EACH ANNUAL OVERALL WORK PROGRAM AGREEMENT

♦ Federal Highway Administration (FHWA)--Metropolitan Planning (PL)
♦ FHWA State Planning and Research--Partnership Planning
♦ Federal Transit Administration (FTA)--Metropolitan Planning Section 5303
♦ FTA State Planning and Research--Section 5304
♦ Any other Federal or State Funds administered by and through the California Department of Transportation, Office of Regional and Interagency Planning

This Master Fund Transfer Agreement (MFTA), effective as of the date set forth above, is by and between the signatory public entity identified above, hereinafter referred to as MPO [as authorized in section 134 of Title 23 of the United States Code (23 USC Section 134), section 450.104 of the Code of Federal Regulations (23 CFR section 450.104), and Title 49 Code of Federal Regulations (49 CFR Part 18)], and the State of California, acting by and through its Department of Transportation, hereinafter referred to as STATE. This MFTA supersedes all previous Master Fund Transfer Agreements issued to MPO by STATE for all these types of funds.

RECITALS

A. These funds may include, without limitation, federal Consolidated Planning Grant, and any other Federal or State funds administered by and through the Department of Transportation, Office of Regional and Interagency Planning.

Consolidated Planning Grant consists of four federal funding types and sources: (i) FHWA Metropolitan Planning (PL); (ii) FTA Metropolitan Planning (Section 5303), both of which are annually allocated to MPOs; (iii) FHWA State Planning and Research-Partnership Planning; and (iv)
FTA State Planning and Research (Section 5304), the last two of which are discretionary grants awarded through a grant application solicitation process.

B. Pursuant to Public Utilities Code sections 99311 and 99311.1, STATE is required to pass through federal and state funds made available for transportation planning to entities qualified to act as recipients of these funds in accordance with the intent of law and policy.

C. STATE is also required to encumber Federal and State funds made available for planning purposes to entities qualified to act as recipients of these federal and state funds in accordance with the intent of law and policy.

D. STATE agrees to notify MPO annually in writing of the anticipated level of State and Federal Planning funding that may be available to MPO for each subsequent year’s approved Overall Work Program, hereinafter referred to as the OWP.

E. STATE has prepared this MFTA, which hereby, together with the annual OWP and annual Overall Work Program Agreement, hereinafter referred to as the annual OWPA, found in Appendix A, set forth the entire terms and conditions under which these funds are to be expended by MPO for the fiscal year period of that OWP and annual OWPA.

ARTICLE 1 - PROGRAM ADMINISTRATION

Section 1. Overall Work Program and Overall Work Program Agreement

A. MPO agrees to develop and submit an annual draft OWP, in compliance with 23 CFR 420, 23 CFR 450, and FTA Circular 8100.1C, for approval by STATE, FTA and FHWA, as applicable. This submittal, due no later than each March 1, shall describe MPO’s next Fiscal Year transportation planning program (Fiscal Year refers to the State Fiscal Year of July 1 to June 30).

B. Each annual OWPA will expressly adopt and incorporate the terms and conditions of this MFTA by reference.

C. MPO shall be responsible for the complete performance of the work contained in each OWP. All work shall be accomplished in accordance with applicable provisions of State and Federal law.

D. MPO will include a signed FHWA Annual “Metropolitan Transportation Planning Process Certification” form, a signed annual FTA “Certifications and Assurances for FTA Assistance” form (refer to Article IV, Section 1), and a signed California Department of Transportation Debarment and Suspension form in each annual OWP (Appendix E).

E. The annual OWPA is the approved OWP encumbrance document. Disbursement of funds by STATE will occur only after the execution of this MFTA; approval of the annual OWP by STATE, the FTA and FHWA; and execution of the annual OWPA. Funds will not be encumbered or reimbursed by STATE to MPO until the annual OWPA has been executed and the State Budget for that fiscal year has been passed.
F. No funds of any nature are allocated or encumbered in this MFTA unless included in an adopted and approved OWP by means of an approved and fully executed annual OWPA. Costs incurred prior to OWP approval are not eligible for reimbursement.

G. MPO agrees to satisfactorily complete all work element tasks, projects, and products as described in each approved annual OWP financed with State or Federal funds and encumbered by STATE via the annual OWPA.

H. MPO will identify in the OWP all work that is to be completed through a third party contract and funded, in whole or in part, under the terms and conditions of this agreement.

I. STATE agrees to pass through available funds and to reimburse allowable costs incurred in executing the tasks, projects, and products incorporated in the annually approved OWP funded from State and Federal sources and encumbered by STATE.

J. Only work performed during the term of, and consistent with, the work elements in the OWP may be reimbursed. Reimbursements are based upon the fiscal year, July 1 to June 30. All work performed subsequent to the end of each fiscal year (June 30) is subject to the approved OWP and annual OWPA for that corresponding fiscal year and reimbursed from the corresponding fiscal year budgeted funds.

K. MPO may incur costs against its approved annual OWP and may submit requests for reimbursement with the understanding that STATE is unable to approve any payments for reimbursement until such time as the funds are included in that Fiscal Year's Annual State Budget which is passed by the Legislature and is signed by the Governor.

L. MPO shall use non-federal funds to finance the local share of eligible costs to ensure compliance with all applicable matching requirements for federal funds described in this MFTA and actually encumbered against the annual OWPA. Credit for local match will be allowed only for work performed during the approved term of each annual OWPA. Third-party “in-kind” contributions are allowed as local match according to the provisions of 23 CFR 420.119 and 49 CFR 18.24.

M. MPO further agrees to ensure that amendments to a previously approved OWP and annual OWPA are adopted by the MPO Board and approved by STATE, FTA, and FHWA, as applicable, prior to initiating any work identified in those amendments. Changes requiring amendments generally include adding, deleting, or revising a work element; adding funds to, deleting funds from a work element; or revising a scope of work. If a work element or project will not be completed as approved, MPO will report this in its Quarterly Progress Report and amend the OWP/annual OWPA accordingly. OWP and annual OWPA amendments must be submitted to STATE and be fully executed no later than May 1 each year. Through administrative amendment, MPO will notify STATE of administrative OWP changes which do not affect overall funding, scope of work, or project schedule, although such changes shall not require STATE approval.
N. MPO acknowledges and agrees that MPO is the sole control and manager of the work proposed in the OWP and is solely responsible for complying with the funding and use restrictions established by State and Federal law and this MFTA.

O. MPO shall be free to copyright the material developed under work items identified in the OWP provided that STATE and FHWA/FTA, as applicable, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, that work for government purposes.

Section 2. Quarterly Progress Reports

A. MPO agrees to submit to STATE, no later than thirty (30) calendar days after the close of each quarter, Quarterly Progress Reports that include all work elements for transportation planning tasks, projects, and products funded wholly or in part by any of the fund sources listed in the “Recitals” section of this MFTA. Quarterly Progress Reports submitted to STATE will identify all projects by work element number and title and shall contain, at a minimum, a budget table and/or short narrative describing the following:

1. Comparison of actual performance with work element-level goals and deliverables;
2. Progress in adhering to schedules;
3. Status of expenditures in a format compatible with the work Program, including a comparison of budgeted (approved) amounts and actual costs incurred;
4. Other pertinent supporting information, such as major products, challenges, etc.

B. STATE reserves the right to deem incomplete any Quarterly Progress Report that does not sufficiently document the above-required information and may withhold payment of Requests for Reimbursement submitted pending the submission of required documentation.

ARTICLE II - ALLOWABLE COSTS AND REIMBURSEMENT

Section 1. Requests for Reimbursement

A. Requests for Reimbursement must conform to either subpart 1 or subpart 2 hereinbelow for the entire State fiscal year:

1. MPO shall prepare and electronically submit to STATE, not more frequently than once a month, but at least quarterly, one signed Request for Reimbursement of actual allowable costs incurred and paid (expended) by MPO consistent with work elements described in the OWP (conforming to the format provided in APPENDIX B) and including the information required in part B of this section. The amount billed per each work element is not to exceed the total amount authorized for that work element in the OWP. Each Request for Reimbursement must demonstrate the expenditure of at least the minimum required rate of local match, if applicable. Reimbursements under this MFTA will be allowed if based upon actual costs expended and supported by MPO’s accounting system. MPO must not only have incurred the allowable project cost on or after the effective date of the annual OWPA and on or before its termination date, but must also have paid those expenses.
2. MPO shall prepare and electronically submit to STATE, not more frequently than once a month, but at least quarterly, one signed Request for Reimbursement of actual allowable costs incurred by MPO consistent with work elements described in the OWP (conforming to the format provided in APPENDIX B) and including the information required in part B of this section. The amount billed per each work element is not to exceed the total amount authorized for that work element in the OWP. Each Request for Reimbursement must demonstrate the expenditure of at least the minimum required rate of local funds, if applicable. Reimbursements under this MFTA will be allowed if based upon actual costs incurred and supported by MPO’s accounting system. Allowable incurred costs that are eligible for reimbursement by STATE are only those that are treated by MPO’s accounting system in accordance with Generally Accepted Accounting Principles as accrued due to such costs having been billed to MPO and recognized by MPO as valid, undisputed, due and payable.

By submitting accrued but unpaid costs for reimbursement, MPO agrees that within ten (10) working days of receipt of STATE’s reimbursement, the full amount of all cost items submitted as reimbursable accrued costs shall be paid to each billing entity. Any reimbursed accrued cost not paid within this ten (10) working day grace period shall accrue interest payable to STATE at the then present interest rate established by the State Treasurer’s Pooled Money Investment Account. Interest accrued must be timely remitted to STATE. Reimbursed accrued costs not paid to the billing entities by MPO within forty-five (45) days of MPO’s receipt of STATE’s reimbursement will thereafter be deemed unallowable. All unallowable costs must be immediately remitted to STATE.

If MPO is found, through audit or other means, not to have paid a billing entity its invoiced sums then owed within the (10) working day grace period, MPO must immediately revert to the reimbursement process described in subpart 1 above.

B. In order to receive reimbursements, MPO agrees to furnish with each billing, at a minimum, the information provided for in APPENDIX B2, and information from its accounting system which denotes that reimbursable costs, as well as those used for local match, were either expended or incurred, as applicable.

C. STATE agrees to make reimbursements to MPO, in conformance with Federal regulations, as promptly as STATE fiscal procedures will permit upon the receipt of a signed and electronically submitted Request for Reimbursement (conforming to the format provided in APPENDIX B) that includes all required information, as applicable, (provided in example APPENDIX B2) of actual allowable costs incurred for the period of time covered by that Request for Reimbursement. Incomplete or inaccurate requests for reimbursement shall be returned to MPO unapproved for correction as soon as errors are discovered.

D. No State and/or Federal funds administered under this MFTA will be dispersed on the advance basis defined in 49 CFR Part 18.21.
Section 2. Travel and Per Diem Reimbursement

A. Payments to MPO for travel and subsistence (per diem) expenses of MPO staff and its contractors and subcontractors claimed for reimbursement using funds administered through this agreement or as local match credit shall not exceed rates authorized to be paid non-state employees under current State Department of Personnel Administration (DPA) rules unless written verification is supplied that government hotel rates are not commercially available to MPO, or its contractors, its subcontractors, and/or its subrecipients, at the time and location required as specified in the California Department of Transportation’s Travel Guide Exception Process.

Section 3. Final Request for Reimbursement and OWP Closeout Documentation

A. MPO shall electronically submit an OWP/annual OWPA closeout documentation package to STATE no later than August 31st of each fiscal year. The closeout package shall conform to the format provided in APPENDIX C.

B. The closeout package must be attached to a transmittal letter, typed on MPO’s letterhead. If these documents are not received by August 31st of each fiscal year, STATE may withhold future apportionments and/or allocations to MPO. STATE’s election not to withhold future apportionments and/or allocations immediately after the end of one fiscal year shall not limit STATE’s ability to initiate subsequent withholdings.

C. Upon receipt of the required closeout documentation, STATE will issue a reconciliation letter to MPO stating the amount of unspent funds available to be carried over to the subsequent year’s OWP. MPO may amend some or all of these funds into the OWPA only upon signature of the reconciliation letter by the MPO executive director or his or her appointee, and submittal of the signed letter to STATE.

Section 4. Funding Contingencies

A. All obligations of STATE under the terms of the MFTA and each annual OWPA are subject to the availability of Federal and State funds, appropriation of resources by the Legislature, and the annual passage of the State Budget Act. The authorization and obligation of these funds by outside entities may be terminated, limited or otherwise adversely affected by factors which may include, but are not limited to, changes in State or Federal law regarding the encumbrance and reimbursement of the funds provided by each annual OWPA and this MFTA.

ARTICLE III - AUDITS AND REPORTS

Section 1. Cost Principles

A. MPO agrees to comply with Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as applicable.
B. MPO agrees, and will require that its contractors, subcontractors, and subrecipients be obligated to agree, that (a) the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items (subrecipients shall refer to, 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a contractor, subcontractor, or sub-grantee under this MFTA shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. MPO agrees and shall require that all of its agreements with contractors, subcontractors, and subrecipients contain provisions requiring adherence to this section in its entirety.

Section 2. Indirect Cost Agreement and Cost Allocation Plan (ICAP)

A. Prior to MPO seeking reimbursement of indirect costs, MPO must prepare and submit annually to STATE for review and acceptance an indirect cost rate proposal and a central service costs allocation plan (if any) in accordance with 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or applicable cost principles and Local Program Procedures Manual (Chapter 5).

B. Prior to MPO seeking reimbursement of subrecipient indirect costs, and when subrecipient cognizant federal agency, as defined in 2 CFR part 200, is USDOT and/or STATE, MPO agrees and will require subrecipient to comply with section 2A.

C. Prior to MPO seeking reimbursement of subrecipient indirect costs, and when subrecipient ICAP is approved by a cognizant federal agency other than USDOT, MPO agrees and will require subrecipient to submit to STATE a copy of the cognizant agency approval, the approved proposal, plan, subsidiary worksheets, and other relevant data on an annual basis as evidence of the approval.

D. If a submitted ICAP does not meet the requirements of 2 CFR Part 200, and is determined to be insufficient, STATE will advise MPO of additional documentation or changes needed to meet Federal and State requirements. MPO agrees to provide requested documentation or required changes, and if MPO is non-compliant the submissions may be returned to MPO if requested documentation is not provided or required changes are not made.

E. Material audit adjustments will require reimbursement to STATE or adjustment to subsequent years’ ICAP if proposals are later found to have included costs that are unallowable as specified by law or regulation, or the terms and conditions of this MFTA.

F. MPO agrees and shall require that all of its agreements with subrecipients contain provisions requiring adherence to this section in its entirety.
Section 3. Record Retention/Audits

A. MPO shall maintain, and shall require its subrecipients, contractors and its subcontractors to maintain all source documents, books and records connected with their performance of OWP work initiated under this MFTA and each applicable annual OWPA for a minimum of three (3) years from the date of final payment to MPO or, if an audit is initiated within that timeframe, until audit resolution is achieved for each annual OWPA, whichever is later, and shall make all such supporting information available for inspection and audit by representatives of STATE, the Bureau of State Audits, or the Federal Government upon request. Copies will be made and furnished by MPO upon request at no cost to STATE. Scanned original documents in electronic form are suitable to meet this requirement.

B. MPO shall establish and maintain, and shall require that its subrecipients, contractors and subcontractors shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc) and enable the determination of expenditures at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

C. For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, in connection with the performance of MPO contracts and/or agreements with third parties, MPO, MPO’s sub-recipients, contractors, and subcontractors, shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the entire period of each annual OWPA and for three (3) years from the date of final payment to MPO or, if an audit is initiated within that timeframe, until audit resolution is achieved for each annual OWPA, whichever is later. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/and/or agreements for audits, examinations, excerpts, and transactions, and MPO shall furnish copies thereof if requested.

D. Where applicable, MPO agrees to comply with audit requirements for third party contractors, subcontractor and subrecipients in accordance with STATE Local Assistance Procedure Manual, Ch. 10 or any successor thereto.

E. MPO agrees to include all costs associated with this MFTA, OWP and annual OWPA, and any amendments thereto; to be examined in the annual audit and in the schedule of activities to be examined under MPO’s single audit prepared in compliance with Office of Management and Budget Circular A-133. MPO is responsible for assuring that the Single Auditor has reviewed the requirements of this MFTA, the OWP and the annual OWPA. Copies of said audits shall be submitted to STATE.
F. When conducting an audit of the costs and match credits claimed under the provisions of each annual OWPA and this MFTA, STATE will rely to the maximum extent possible on any prior audit of MPO pursuant to the provisions of State and Federal law. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

G. MPO agrees to furnish documentation to STATE supporting this requirement that all of its agreements with contractors, subcontractors, and subrecipients do contain applicable provisions requiring adherence to this section in its entirety.

H. Neither the pendency of a dispute nor its consideration by STATE will excuse MPO from full and timely performance in accordance with the terms of this MFTA, the OWP, and the annual OWPA.

ARTICLE IV - MISCELLANEOUS PROVISIONS

Section 1. Federal Certifications and Assurances

A. MPO shall comply with the FHWA "Metropolitan Transportation Planning Process Certification" requirements in accordance with 23 CFR 450.334 and Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (Public Law 109-59; SAFETEA-LU) and the successors thereto. This certification is provided annually by FHWA and FTA. It may include, but is not limited to:


   II. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;


   IV. Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

   V. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

   VI. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

   VII. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
VIII. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

IX. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and


B. MPO shall comply with the annual FTA "Certifications and Assurances for FTA Assistance," including “Certifications and Assurances Required of Each Applicant” and the “Lobbying Certification” in compliance with 49 U.S.C. Chapter 53; published annually in the Federal Register, and found online at http://www.fta.dot.gov/grants/12825_93.html.

The 2013 Federal Certification includes the following areas under "Assurances Required of Each Applicant:"

1. Authority of Applicant and its Representatives

2. Standard Assurances

3. Intergovernmental Review Assurance

4. Suspension and Debarment Certification

5. U.S. OMB Assurances in SF-424B and SF-424D

C. Copies of these annual Certifications and Assurances shall be included by MPO in each final OWP.

D. MPO shall comply, and shall require its contractors, subcontractors, and subrecipients to comply, with these Certifications.

E. MPO agrees to furnish documentation to STATE to support this requirement that all of its agreements with contractors, subrecipients and subcontractors, do contain provisions requiring adherence to this section in its entirety.

Section 2. Disadvantaged Business Enterprise (DBE) Requirements

A. As mandated by 49 CFR Part 26, MPO shall require that its contractors, subcontractors, and subrecipients do not, discriminate on the basis of race, color, national origin, or sex in the award, administration and performance of any FHWA/FTA fund-assisted contract or in the administration of MPO’s DBE program.
B. MPO's DBE program, as required by 49 CFR Part 26 and as approved by STATE, is incorporated by reference in this MFTA. Implementation of this program is a legal obligation and the failure of MPO to carry out its terms shall be treated as a violation of this MFTA. Upon notification to the recipient of its failure to carry out its approved program, the US DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq. and 49 CFR Part 26.13(a).

C. As required by 49 CFR part 26, the contract language in APPENDIX D relating to DBE requirements must be incorporated into all contracts funded in whole or in part with funds authorized in this agreement.

Section 3. Non-Discrimination Clause

A. In the performance of work undertaken pursuant to this MFTA, MPO shall not, and shall affirmatively require that its contractors shall not, unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

B. MPO shall ensure, and shall require that its contractors and all subcontractors and/or subrecipients shall ensure, that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. MPO shall comply, and ensure that its contractors and subcontractors and/or subrecipients shall comply, with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this MFTA by reference and made a part hereof as if set forth in full.

C. Each of MPO’s contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. MPO shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this MFTA.

D. MPO shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to this MFTA by this reference. Wherever the term “Contractor” appears therein, it shall mean MPO.

E. MPO shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any
other agency of the State of California designated by STATE to investigate compliance with this Section 3.

Section 4. Federal Lobbying Activities Certification

A. MPO certifies, to the best of its knowledge and belief, that no State or Federal funds have been paid or will be paid, by or on behalf of MPO, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than State or Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, MPO shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with those form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this MFTA and each annual OWPA was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. MPO also agrees by signing this MFTA that MPO shall require that the language of this certification be included in all contracts and subcontracts funded wholly or in part by any fund sources listed on Page 1 of this MFTA and which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

ARTICLE V – GENERAL PROVISIONS

Section 1. Contract Award

A. MPO, contractor, subcontractor and subrecipient contracts containing Federal and State planning funds are required to be bid and awarded in accordance with Title 49, CFR, Part 18, and consistent with Local Assistance Procedure Manual, Ch. 10 or successors thereto as applicable.

Section 2. Contract Amendment

A. No amendments to the terms of this MFTA, any OWP or any annual OWPA shall be valid unless made in writing and signed by the individuals legally authorized to contractually bind the parties.
hereto. Each party agrees that it has had or will have the opportunity to seek review by and approval from its legal counsel of the original documents and any proposed alteration or variation. No oral understanding or agreement not incorporated herein shall be binding on any of the parties thereto. For the purposes of this MFTA, the Chief of the Office of Regional and Interagency Planning, Division of Transportation Planning, shall be the Contract Administrator for STATE.

Section 3. Adjudication of Disputes by Way of Administrative Proceedings

A. STATE hereby sets up an Administrative Procedure for adjudication of disputes that may arise when administering the program as defined by the terms and conditions of this Agreement.

MPO agrees to exhaust the administrative remedy prior to resorting to legal remedies. In case of disputes with STATE, MPO shall submit to the Chief of the Division of Transportation Planning, CALTRANS (DC PLANNING) or designee a written demand for a decision regarding the disposition of any dispute, arising under this agreement. The DC PLANNING shall make a written decision regarding the dispute and will provide it to the MPO. The MPO shall have an opportunity to challenge the DC PLANNING’s determination but must make that challenge in writing, within ten (10) working days to the STATE’s Contract Officer or his/her designee. If the challenge is not made by MPO within the ten (10) day period, the DC PLANNING’S decision shall become the final decision of the STATE. If such a challenge is made, The DC PLANNING and MPO shall submit written, factual information and data in support of their respective positions to STATE’s Contract Officer within a timeframe established by the MPO at the time of challenge. The decision of the STATE’s Contract Officer or his/her designee shall be final, conclusive and binding regarding the dispute, unless MPO commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

Section 4. Intercept Clause

A. Costs for which MPO receives reimbursement payment that are determined by a subsequent audit or other review by either STATE or Federal authorities to be unallowable under 2 CFR, part 200; 48 CFR, Chapter 1, Part 31; or 49 CFR, Part 18, are to be repaid to STATE by MPO within thirty (30) days of MPO receiving notice of audit findings. Should MPO fail to reimburse moneys due STATE within thirty (30) of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due to MPO from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

Section 5. Parties of Agreement

A. This MFTA, the OWP, the annual OWPA and any related agreements are solely between the named parties thereto and no express or implied benefit to entities or individuals not a party thereto is intended or to be inferred. There are no third-party beneficiaries to or of this MFTA or any OWP, or annual OWPA or any other agreement pertaining hereto.
Section 6. Hold Harmless and Indemnification Clause

A. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by MPO under or in connection with any work, authority or jurisdiction delegated to MPO under this MFTA and/or each annual OWPA. It is understood and agreed that, pursuant to Government Code section 895.4, MPO shall fully defend, indemnify and save harmless STATE and its officers and employees from all claims, suits or actions of every name, kind and description occurring by reason of anything done or omitted to be done by MPO under or in connection with any work, authority or jurisdiction delegated to MPO under this MFTA and each annual OWPA.

B. Neither MPO nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this MFTA. It is understood and agreed that, pursuant to Government Code section 895.4, STATE shall fully defend, indemnify and save harmless MPO, its officers and employees from all claims, suits, or actions of every name, kind and description occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this MFTA.

Section 7. Default

A. In the event that MPO (a) fails to comply with applicable Federal and State laws and regulations; (b) fails to timely proceed with OWP in accordance with the MFTA or OWPA; or (c) otherwise materially violates the terms and conditions of this MFTA and/or OWPA, STATE reserves the right to terminate all funding for that OWP, or a portion thereof. Any such termination shall be accomplished by delivery to MPO of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this MFTA is terminated and the date upon which such termination becomes effective. During the period before the termination date becomes effective, MPO and STATE shall meet to try to resolve any dispute. No such termination shall become effective if, (a) during the process described in Article V, Section 3, the termination is stayed, (b) within the thirty (30) day period after receipt of the Notice of Termination, MPO either cures the default, or (c) if that default is not reasonably susceptible to cure within said thirty (30) day period, STATE approves a MPO plan and MPO thereafter diligently completes the cure in a manner and timeline acceptable to STATE.

B. If STATE terminates funding for OWP pursuant to the above paragraph A, STATE shall pay MPO the sum due MPO under the OWPA for eligible work performed prior to termination.

Section 8. Termination

A. This MFTA shall remain in full force and effect until the termination date stated on Page 1 of this MFTA, unless superseded or terminated in conformance with Section 7 of this Article. All indemnification, document retention, audit, claims, and legal challenge articles will remain in effect until terminated or modified in writing by mutual agreement or expiry by statute of limitations.
APPENDICES

A Overall Work Program Agreement
B Request for Reimbursement
B2 Request for Reimbursement by Fund Source
C Closeout Documentation
D DBE Contract Language (required)
D2 DBE Semi-Annual Report
E Federal Certifications and Assurances
F Board Resolution
MATTERS TO BE COMMUNICATED IN ACCORDANCE WITH AUDITING STANDARDS

Introduction

The independent certified public accounting audit firm of Mayer Hoffman McCann P.C. will be performing the annual audit of SANDAG for the fiscal year ending June 30, 2014. Mayer Hoffman McCann P.C. was selected through a competitive procurement process, with the FY 2014 audit encompassing the first year of a multiyear contract for independent auditing services.

Discussion

Professional auditing standards require that as part of an audit, the auditor inquire of those in governance to ascertain whether those in governance have knowledge of matters that might have a bearing on the auditor’s risk assessment for the annual audit of SANDAG financial statements. Additionally, in compliance with the Statement of Auditing Standards (SAS) No. 114, the auditor is required to communicate certain matters to the governing body, including an overview of the planned scope and timing of the audit. In summary, the required communication contains audit risk areas identified by the auditors and the planned audit approach to address those risks. Mayer Hoffman McCann P.C. will present to the Executive Committee the SAS No. 114 letter, included as Attachment 1.

Also, in accordance with SAS No. 114, the auditor should communicate with those charged with governance significant findings from the completed audit. Significant findings will be communicated in an additional SAS No. 114 letter after the audit is complete and the FY 2014 Comprehensive Annual Financial Report (CAFR) is issued. The CAFR is anticipated for presentation to the Executive Committee and Board of Directors in January 2015.

ANDRÉ DOUZDJIAN
Director of Finance

Attachment: 1. SAS No. 114 Required Audit Communications Letter

Key Staff Contact: André Douzdjian, (619) 699-6931, andre.douzdjian@sandag.org
Executive Committee  
San Diego Association of Governments  
San Diego, California  

We are in the process of planning the audit of the San Diego Association of Governments (“SANDAG”) for the year ending June 30, 2014.

Professional auditing standards require that, as a part of our audit, we inquire of those in governance to ascertain whether or not the Executive Committee (the “Committee”) has knowledge of matters that might have a bearing on the auditor’s risk assessment for the annual audit of SANDAG’s financial statements.

Examples of these matters are:

- Known or suspected instances of employee fraud
- Areas in which the internal controls of SANDAG are thought by the Committee to be weak
- Known or suspected misstatements in the accounting records of SANDAG
- Known or suspected use of improper accounting practices by SANDAG
- Any awareness of pressure upon SANDAG or SANDAG management with respect to achieving certain financial results
- Matters that warrant particular attention during the audit
- Information about unusual transactions or other matters relevant to the audit

Please email Jennifer Farr at JFarr@cbiz.com within 45 days from the date of this letter if the Committee has any matters to report that meet the above criteria.

Statement on Auditing Standards No. 114 requires the auditors to communicate the planned scope and timing of the audit. Additionally, at the conclusion of the audit, we plan to meet with the Committee to communicate the auditor’s responsibilities under generally accepted auditing standards and significant findings from the audit.

**Timing of Audit**

We began the interim audit procedures in June 2014. We plan to begin final audit fieldwork for Sourcepoint, the Automated Regional Justice Information System, SR-125, SANDAG and the San Diego County Regional Transportation Commission in October 2014. We began fieldwork on TDA and TransNet agency recipients in August 2014.

**Planned Scope of Audit**

In addition to our standard audit approach, we have modified our audit plan to include additional testing in the following risk areas:
• Risk of errors in record OPEB liability: We will review the most recent Other Post Employment Benefit actuarial valuation for compliance with GASB Statement No. 45. We will ensure SANDAG is recording the OPEB liability accurately and all footnote disclosures are complete.

• Risk of errors recording interest rate swaps: The accounting for interest rate swap agreements is complex and involves significant estimates. We plan to test the fair value calculations of SANDAG’s interest rate swap agreements to ensure the amounts reflected in the financial statements are fairly stated and properly disclosed. We will also review SANDAG’s hedge effectiveness calculations.

• Risk of errors associated with recording capital asset additions: As a result of the significance of capital projects, we plan to test the most significant capital projects to ensure asset additions are properly recorded and removed from construction in progress when completed. We also plan to test uses of bond proceeds to ensure they are for allowable projects.

• Risk of unallowable grant expenditures and noncompliance: We will perform an OMB A-133 Single Audit of Federal Awards. While the final determination cannot be made until we have the final Schedule of Expenditures of Federal Awards, we are anticipating auditing the Department of Transportation Federal Transit Grants as the major program this year.

• We are required to incorporate an element of unpredictability into the audit procedures each year. This year we are planning to utilize our data mining software to detect anomalies in the cash disbursements data and test those transactions. Additionally, we plan to use our data mining software to recalculate depreciation on capital assets.

If any member of the Committee has information relevant to our audit (matters involving amounts that would be significant to the financial statements of SANDAG taken as a whole), please contact the undersigned at JFarr@cbiz.com.

Sincerely,
Mayer Hoffman McCann P.C.

Jennifer Farr, C.P.A.
Shareholder
GILLESPIE FIELD AIRPORT

DID YOU KNOW...

• Congresswoman Susan Davis (53rd District) Supports Spending $43 million¹ of our tax payer dollars from 2014-2016 for an aerotropolis at Gillespie Field.
• Gillespie’s business focus is now foreign owned flight schools that train employees from China, Vietnam, India, Brazil, and the Middle East to get their commercial pilot’s licenses. This aerotropolis will include state owned aviation companies from those same countries.

DID YOU KNOW...

• Gillespie Field is surrounded by freeways and major traffic arteries, which are one of the largest generators of pollutants. In the middle of four freeways is an airport with 99% lead burning small aircraft that fly low around East County.
• East County has only two air pollution monitors; one in El Cajon and one in Alpine. The majority of the planes from Gillespie fly over Santee/Lakeside.²

DID YOU KNOW...

• Lead was long ago phased out of automobile gasoline, but it is still in aviation fuel and is now the largest source of lead emissions in the U.S.³
• Approximately 16 million people live within one kilometer of the approximately 20,000 airport facilities in the U.S. More than 3 million children attend school in close proximity to those same airports where avgas may be used.⁴

DID YOU KNOW...

• Lead emissions were found to be so high at Gillespie Field (.90 tons per year), according to data from the 2008 National Emissions Inventory that it is being monitored by the Office of Transportation and Air Quality.⁵
• The FAA plans to replace leaded fuel for general aviation are described in the Unleaded Avgas Transition Aviation Rulemaking Committee Report released in February of 2012. The outline describes the efforts to come up with a replacement fuel by 2018. However, according to the same report, it may be 11 years or more before a new fuel is phased in⁶, if ever.
• The future of Gillespie (aerotropolis) is too important to ignore...

GET INVOLVED...ASK QUESTIONS

²Taken from: Office of Transportation and Air Quality, EPA-420-F-13-032, June 2013 report
³Taken from: http://www.scientificamerican.com/article/lead-in-aviation-fuel/
⁴Taken from: http://www.epa.gov/otaq/regs/nonroad/aviation/420f10013.pdf
⁵Taken from: http://asapgillespiefield.com/pollution.php

C.A.G.E. L.F.A.
CITIZENS AGAINST GILLESPIE’S EXPANSION & LOW FLYING AIRCRAFT

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