

**MEMORANDUM OF UNDERSTANDING
REGARDING MAJOR REGIONAL PROJECTS**

This Memorandum of Understanding (“MOU”) is made and entered into effective as of this _____ day of _____, 2020, by and among the City of San Diego (“City”), San Diego Association of Governments (“SANDAG”), San Diego County Regional Airport Authority (“Airport Authority”), and San Diego Unified Port District (“Port”), all California public agencies, individually known as “Party” and collectively known as “Parties.” This MOU shall become effective the date that all Parties sign the MOU (“Effective Date”).

RECITALS

The following recitals are a substantive part of this Agreement:

WHEREAS, the City is a municipal agency responsible for land use planning, including as it pertains to this action, mobility and circulation, long-range facilities planning and development, within its jurisdiction and in coordination with adjacent districts, public agencies and municipalities; and

WHEREAS, the Airport Authority is a public agency that owns and operates, pursuant to state law and Federal Aviation Administration (“FAA”) certification, the San Diego International Airport (“Airport”) and also is responsible for land use planning of the Airport; and

WHEREAS, the Airport Authority is developing the Airport Development Plan (“ADP”), which includes a Terminal 1 Replacement Project (“Terminal 1 Project”) at the Airport, and associated Environmental Impact Report (SCH# 2017011053/SDCRAA# EIR-18-01) (“ADP EIR”) for the ADP; and

WHEREAS, the Airport Authority prepared and released a Recirculated Draft EIR for the Airport Development Plan (“ADP RDEIR”) on September 19, 2019, with a 45-day public comment period closing on November 4, 2019; and

WHEREAS on January 9, 2020, the Airport Authority Board of Directors (“Airport Authority Board”) certified the Final ADP Environmental Impact Report (“Final ADP EIR”), adopted Alternative 4 - T1 Replacement and Transportation Improvement (“Alternative 4”), a Mitigation Monitoring Reporting Program (“MMRP”) and appropriate CEQA findings, including without limitation a statement of overriding considerations ; and

WHEREAS, the Airport Authority negotiated a new 10-year airline operating and lease agreement (“AOLA”) with signatory airlines operating at the Airport, which became effective July 1, 2019 through June 30, 2029; and

WHEREAS, as part of the AOLA, the Airport Authority negotiated the following language in Section 12.2 of the AOLA, authorizing funding (the "AOLA Funding") from the signatory airlines that are a party to the AOLA ("Signatory Airlines"):

"12.2 Pre-Approved Funding

12.2.1 Authority shall have the right, without any review or any other limitation imposed by the Signatory Airlines, to fund the full, actual costs of a new limited access in-bound roadway on the Airport that will connect with North Harbor Drive at approximately Laurel Street and allow vehicles to access both Terminals (the "Inbound Roadway Project"). The Inbound Roadway Project is currently estimated to cost One Hundred Sixty Five Million Dollars (\$165,000,000), but the full, actual costs may exceed that estimate.

12.2.2 In addition to funding the Inbound Roadway Project, Authority shall have the right, without any review or any other limitation imposed by the Signatory Airlines, to provide up to Seventy-Five Million Dollars (\$75,000,000) in funding for Off-Airport Public Transportation Projects during the term.

12.2.3 In addition to the funding described in Sections 12.2.1 and 12.2.2, Authority shall have the right, without any review or any other limitation imposed by the Signatory Airlines, to provide up to an additional One Hundred Twenty-Five Million Dollars (\$125,000,000) in funding for Off-Airport Public Transportation Projects during the Term, but only if non-Authority funding of at least Two Hundred Million Dollars (\$200,000,000) for the Off-Airport Public Transportation Projects has been secured through legally binding commitments from third-parties.

12.2.4 In addition to the funding available in Sections 12.2.1, 12.2.2, and 12.2.3, Authority shall have the right, without any review or any other limitation imposed by the Signatory Airlines, to provide up to an additional One Hundred Fifty Million Dollars (\$150,000,000) in funding for Off-Airport Public Transportation Projects during the term, but only if additional non-Authority funding of at least One Hundred Fifty Million Dollars (\$150,000,000), at least Three Hundred Fifty Million Dollars (\$350,000,000) in aggregate, for the Off-Airport Public Transportation Projects has been secured through legally binding commitments from third-parties..."; and

WHEREAS, SANDAG is under state and federal law the Metropolitan Planning Organization for the greater San Diego region and is charged with planning and implementing regional transportation solutions, including preparing and updating Regional Transportation Plans/Regional Transportation Improvement Programs and Sustainable Communities Strategies ("RTP/RTIP/SCS") and associated California Environmental Quality Act ("CEQA"), Cal. Pub. Resources Code, §§ 21000 et seq., documentation; and

WHEREAS, SANDAG expects to develop and prepare CEQA and National Environmental Policy Act ("NEPA"), 42 U.S.C. §§ 4321 et seq., documentation for an airport connectivity project, which includes a central mobility hub and direct transit connection to the Airport ("Airport Connectivity Project"), within the next two to three years, as well as CEQA documentation for SANDAG's RTP/RTIP/SCS and related amendments; and

WHEREAS, the CEQA/NEPA documentation for the Airport Connectivity Project and RTP/RTIP/SCS may identify potentially significant traffic and transportation impacts to streets and highways in the City and the Port; and

WHEREAS, the Port is a regional government agency and public benefit corporation responsible for land use planning of the tidelands and submerged waters within its jurisdiction, including construction and maintenance of streets and roadways; and

WHEREAS, the Port is preparing the Port Master Plan Update (“PMPU”), and if directed by the Board of Port Commissioners will circulate an associated Draft Programmatic Environmental Impact Report (“PMPU EIR”) in or around 2020; and

WHEREAS, the PMPU EIR may identify potentially significant traffic and transportation impacts to streets and highways in the Port and in the City;

WHEREAS, the Parties share a common interest in ensuring that the growth in and around the City of San Diego and San Diego County can be accommodated with an efficient multi-modal transportation system connecting the San Diego region to the Airport and other facilities and attractions in and near the San Diego Embarcadero; and

WHEREAS, SANDAG created an Airport Connectivity Subcommittee (“Subcommittee”), which was made up of representatives of the Parties to study and develop recommendations for potential ground transportation access and mobility solutions to improve connectivity around the region, including to and from the Airport; and

WHEREAS, improvements to Airport access are expected to provide economic benefits to the region as they will ease travel and make the San Diego region a better, more competitive place to do business; and

WHEREAS, improvements to Airport access are expected to provide environmental benefits, including reduced greenhouse gas emissions, criteria and hazardous pollutant emissions, vehicles miles traveled, noise, and traffic congestion on the surrounding roadways and highways; and

WHEREAS, the development of an improved multi-modal connection to the Airport will require close cooperation among the Parties and other stakeholders; and

WHEREAS, the Subcommittee considered multiple sites for potential multi-modal transportation improvements to the Airport, including the Midway Pacific-Highway Urban Village (“NAVWAR”) and the Intermodal Transportation Center (“ITC”); and

WHEREAS, the NAVWAR site is owned and operated by the United States Department of the Navy (“Navy”); and

WHEREAS, SANDAG and the Navy have entered into an Memorandum of Understanding to explore the possibility of a central mobility hub being located at the NAVWAR site, and are negotiating the transfer or long-term lease of the NAVWAR site, which is currently owned and operated by the Navy; and,

WHEREAS, the Parties desire to work together to further develop, analyze and identify a locally preferred concept for the Airport Connectivity Project, which may include a multi-modal hub and transit connection to the Airport, as well as supporting infrastructure in consultation other local and regional agencies, public stakeholders and federal agencies.

AGREEMENT

I. THE AIRPORT AUTHORITY AGREES:

- A. The above recitals are incorporated by this reference.
- B. In accordance with the Final ADP EIR, the Airport Authority will identify areas located within the Airport property rights-of-way sufficient to preserve and accommodate for a future public transit connection to the Airport having:
 - 1. an automated people mover (“APM”) or trolley station located between Terminals 1 and 2; and
 - 2. a right-of-way for related on-Airport roadways, both inbound and outbound.
- C. The Airport Authority will work collaboratively with the Parties and use good-faith efforts to identify and contribute appropriate AOLA Funding for environmentally-entitled projects, subject to approval by the Airport Authority Board. Such projects may include, but are not limited to:
 - 1. The Inbound On-Airport Roadway Project adjacent to Harbor Drive and a multi-use pedestrian and bicycle path, which may connect to Laurel Street. This project would be designed to reduce westbound traffic using North Harbor Drive and establish a right-of-way for potential transit projects.
 - 2. Certain Outbound Roadway Projects, which may include both interim and long-term improvements that are compatible with SANDAG's Airport Connectivity Project feasibility study, including but not limited to: Grape Street intersection improvements, from Harbor to State Street/I-5 and addition of lanes and Class IV bikeways with the removal of parking;
 - 3. A transit station located between Terminal 1 and Terminal 2;
 - 4. An APM Station located at or adjacent to the consolidated rental car center (“CONRAC”) facility; and
 - 5. APM facilities and related infrastructure and equipment, including but not limited to a guideway from the CONRAC facility to terminal station or enabling or relocation projects.
- D. Where specific AOLA Funding is approved by the Airport Authority Board for contribution to a specified on or off-airport project, the Airport Authority will work collaboratively with SANDAG, or other public agency sponsors, to include such AOLA Funding in the plan of finance for the design and construction of said project.
- E. The Airport Authority shall have sole discretion to determine which projects require FAA-approval for the use of airport revenue, including AOLA Funding. Where specific AOLA Funding is approved for contribution to a specified off-airport project by the Airport Authority Board, the Airport Authority will use best efforts to secure FAA concurrence that such AOLA Funding is an eligible use of airport revenue consistent with the FAA Revenue Use Policy and applicable federal laws.

- F. In accordance with the Final ADP EIR, the Airport Authority will use best efforts to fund the following mitigation measures, subject to FAA approval, which the Airport Authority shall use best efforts to obtain:
1. Intersections:
 - a. MM-TR-I-1a: Improve the Intersection of Laurel Street at North Harbor Drive;
 - b. MM-TR-I-1b: Improve the Intersection of Pacific Highway at West Laurel Street;
 - c. MM-TR-I-1c: Improve the Intersection of Kettner Boulevard at West Laurel Street;
 - d. MM-TR-I-1d: Improve the Intersections on North Harbor Drive from Harbor Island Drive to Grape Street;
 - e. MM-TR-I-1e: Improve the Intersection of Kettner Boulevard at Palm Street;
 - f. MM-TR-I-4a: Improve the Intersection of Columbia Street at West Grape Street;
 - g. MM-TR-I-4b: Improve the Intersection of Grape Street at State Street / I-5 SB Ramps;
 - h. MM-TR-I-5a: Improve the Intersection of Pacific Highway at Sassafras Street / Admiral Boland Way;
 - i. MM-TR-I-5b: Improve the Intersection of Kettner Boulevard at Sassafras Street;
 - j. MM-TR-I-5c: Improve the Intersection of India Street at W. Grape Street; and
 - k. MM-TR-I-5d: Improve the Intersection of Kettner Boulevard at W. Grape Street.
 2. Road Segments:
 - a. MM-TR-RS-1a: Improve Sassafras Street from Pacific Highway to Kettner Boulevard;
 - b. MM-TR-RS-1b: Improve Grape Street from Harbor Drive to Pacific Highway;
 - c. MM-TR-RS-1c: Improve Grape Street from Pacific Highway to India Street;
 - d. MM-TR-RS-1d: Improve Grape Street from India Street to State Street; and
 - e. MM-TR-RS-4a: Improve Palm Street from Pacific Highway to Kettner Boulevard.
- G. Should completion of the off-airport projects or any combination of projects described herein exceed the AOLA Funding, the Airport Authority and SANDAG will work cooperatively to identify additional sources of funds, including but not limited to funds to assist with the overall funding and delivery of the Airport Connectivity Project.

- H. Throughout the feasibility/alternatives analysis and environmental clearance process pursuant to CEQA and NEPA for the preferred Airport Connectivity Project, the Airport Authority and SANDAG will work collaboratively on the phasing and funding implementation strategy of transit improvements and roadway access plan projects.
- I. The Airport Authority and SANDAG will work collaboratively during the feasibility and alternatives analysis to develop a preferred Airport Connectivity Project, which will be subject to required CEQA and NEPA analysis and documentation.
- J. The Airport Authority will work collaboratively with the Parties to implement mitigation measure MM-TR-LRP-2 and use best efforts to obtain FAA approval to implement mitigation measure MM-TR-LRP-2.
- K. The Airport Authority and SANDAG will collaboratively share with each other airport forecast data, updated environmental analysis, including but not limited to recent or relevant airport traffic and circulation, traffic modeling data, climate change, geotechnical, seismic conditions, hazardous materials and soils condition data, biological and/or health hazards data to support the Airport Connectivity Project.
- L. The Airport Authority and SANDAG will collaboratively share with each other available data and maps regarding utilities and potential utility conflicts, which may include large gravity/forced main sewers, jet fuel pipelines, water pipelines, communication lines, and other critical utility infrastructure, to support SANDAG's effort to refine alternatives analysis cost estimates to support the Airport Connectivity Project.
- M. The Airport Authority will collaboratively share with the Parties the preliminary APM concepts recently prepared by Lea & Elliot or other relevant roadway and transit improvements studies to help define and right-size feasible Airport Connectivity Project.
- N. The Airport Authority and SANDAG will work collaboratively to develop assumptions about potential future transit ridership.
- O. If FAA approval is not obtained for the funding of a mitigation measure listed in I.F. and I.J, modification of such a mitigation measure must comply with CEQA.

II. THE PORT AGREES:

- A. The above recitals are incorporated by this reference.
- B. The Port and SANDAG will collaboratively share with each other Port forecast data, updated environmental analysis, including but not limited to recent or relevant Port traffic and circulation, traffic modeling data, climate change, geotechnical, seismic conditions, hazardous materials and soils condition data, biological and/or health hazards data to facilitate the Airport Connectivity Project.
- C. The Port and SANDAG will share with each other available data and maps regarding utilities and potential utility conflicts, which may include large gravity/forced main sewers, jet fuel pipelines, water pipelines, communication lines, and other critical utility infrastructure, to support SANDAG's effort to refine alternatives analysis cost estimates to support the Airport Connectivity Project.

- D. The Port and SANDAG will collaborate to identify sources of funds, which may include Port funds or an in-lieu fee program assessed against development within the Port's jurisdiction, to assist with the overall funding and delivery of the Airport Connectivity Project.
- E. If funding is approved for contribution to a specified project related to the Airport Connectivity Project by the Port's Board of Port Commissioners, the Port will work collaboratively with SANDAG, or other public agency sponsor, to include such funding in the plan of finance for the design and construction of said project.
- F. Throughout the feasibility/alternatives analysis and environmental clearance process pursuant to CEQA and NEPA for the preferred Airport Connectivity Project, the Port and SANDAG will work collaboratively on the phasing and funding implementation strategy of transit improvements and roadway access plan projects.
- G. The Port and SANDAG will collaborate during the feasibility and alternatives analysis to develop a preferred Airport Connectivity Project, which will be subject to required CEQA and NEPA analysis and documentation.

III. SANDAG AGREES:

- A. The above recitals are incorporated by this reference.
- B. SANDAG will consult with the other Parties throughout the feasibility and alternatives analysis to develop a preferred Airport Connectivity Project, which will be subject to required CEQA and NEPA analysis and documentation.
- C. SANDAG will consult and work collaboratively with the other Parties regarding the Airport Connectivity Project's assumptions.
- D. SANDAG will work collaboratively with the other Parties to identify appropriate and potentially feasible project design features and mitigation measures to reduce traffic and transportation impacts identified in any future Airport Connectivity Project's environmental analysis.
- E. SANDAG will lead the project definition and design, environmentally clearances and permitting, funding and finance plan, right-of-way and land acquisition, construction, delivery, operation and maintenance of the Airport Connectivity Project, including enabling and/or relocation projects as well as land acquisition. SANDAG will coordinate with Airport Authority on which roadway projects may be constructed directly by the Airport Authority or on-Airport APM station(s) should the Airport Authority desire to construct directly.
- F. Should the preferred Airport Connectivity Project be selected to include an APM transit stop at the CONRAC, SANDAG will use best efforts to ensure a free ride and not charge a passenger fee for the segment between the CONRAC and APM station between Terminal 1 and 2.

IV. THE CITY AGREES:

- A. The above recitals are incorporated by this reference.

- B. The City and SANDAG will collaborate during the feasibility and alternatives analysis to develop a preferred Airport Connectivity Project, which will be subject to required CEQA and NEPA analysis and documentation.
- C. The City will work collaboratively and cooperate in good faith with the other Parties concerning the Airport Connectivity Project.

V. ALL PARTIES AGREE:

- A. The Parties further endeavor to, contingent on the prior completion of CEQA and/or NEPA review, execute a framework agreement for the payment of fair share contributions and attainment of all approvals and agreements necessary to implement feasible traffic, circulation, and transit-related mitigation measures that are identified in the Final ADP EIR, the PMPU EIR (if certified and approved), and future amendments to the RTP/RTIP/SCS (if approved). The Parties acknowledge that the PMPU is a land use plan with an approximate 2050 planning horizon and not a specific development project, and understand that the responsibility of such fair share contributions, approvals and agreements related to the PMPU EIR, if certified by the Port Board, may be the responsibility of project proponents/permittees over the planning horizon for the PMPU. Such feasible transit-related mitigation measures may include transit improvements or operational measures, including but not limited to a transit connection to the Airport.
- B. The Parties understand that, in accordance with CEQA and its implementing regulations, after adoption of all feasible mitigation measures and alternatives, the ADP, PMPU and future amendments or updates to the RTP/RTIP/SCS may result in potentially significant and unavoidable impacts to traffic and transportation.
- C. The Parties agree to continue to collaborate, consult and give feedback related to the draft PMPU, draft RTP/RTIP/SCS amendments and the draft Airport Connectivity Project (collectively, "Draft Regional Projects") and their respective CEQA and/or NEPA review. The Parties further agree to continue to work in good faith to attempt to resolve any issues among the Parties related to the Draft Regional Projects and their respective CEQA and/or NEPA review.
- D. Subject to adoption of appropriate CEQA and NEPA analysis and existing agreements with third-parties, including agreements affecting real property, the Parties agree to work cooperatively and collaboratively to identify and make available, where feasible, at no cost to the other Parties, potential areas located within their specific jurisdictions for rights-of-way sufficient to preserve and accommodate a future public transit connection to the Airport, which may include:
 - 1. an APM or trolley station adjacent to the CONRAC facility, and
 - 2. an APM or trolley station that may serve the Port's jurisdiction, including the San Diego Embarcadero
- E. Subject to adoption of appropriate CEQA and NEPA analysis, the Parties agree to work cooperatively and in good-faith to identify projects eligible for AOLA Funding in accordance with the following:
 - 1. Staff of all the Parties will work cooperatively and in good faith to recommend specific projects and amounts for AOLA Funding (an "AOLA Funding Recommendation");

2. Once identified, each AOLA Funding Recommendation will be subject to approval by the Airport Authority Board;
 3. When deemed necessary by the Airport Authority, each AOLA Funding Recommendation will be subject to approval by the FAA, which approval the Airport Authority shall use best efforts to obtain, and which may include formal or informal engagement with the FAA;
 4. Where staff of all the Parties cannot agree on a recommendation for a specific project and amount for AOLA Funding, the Airport Authority agrees to allow individual parties to this MOU an opportunity to be heard at an Airport Authority Board meeting;
 5. If Airport Authority Board or FAA approval for an AOLA Funding Recommendation is requested but is not obtained for any reason, the Airport Authority will notify the other Parties and will work collaboratively and in good faith to identify new AOLA Funding Recommendations that achieve the Parties' goals. In accordance with this section, the Airport Authority will then use best efforts to obtain funding and approvals from the Airport Authority Board and/or FAA for such AOLA Funding Recommendations; and
 6. Nothing in this MOU shall restrict the Airport Authority Board from allocating AOLA Funding in its sole and absolute discretion.
- F. Nothing herein may be interpreted or construed in such a way as to require or cause the Airport Authority to violate the provisions of any of the following: FAA 1999 Policy and Procedure Concerning the Use of Airport Revenue [64 Fed. Reg. 7696, dated Feb. 16, 1999]; the Airport and Airway Improvement Act of 1982 ("AAIA"), codified at 49 U.S.C. §47107(b); the Federal Aviation Administration Authorization Act of 1994, P.L. 103-305 (Aug. 23, 1994); the Airport Revenue Protection Act of 1996, Title VIII of the Federal Aviation Administration Act of 1996, P.L. 104-264 (Oct. 9, 1996), 110 Stat. 3269 (Oct. 9, 1996); 49 U.S.C. §46301(n)(5); and 49 U.S.C. §47133.
- G. SANDAG, the City and the Port agree to support the Airport Authority's efforts to successfully implement the ADP and Terminal 1 project, as defined and described in Alternative 4, including implementation of the adopted MMRP. SANDAG, the City and Port covenant and agree that they will not directly or indirectly commence, prosecute, intervene in, participate in, or fund any lawsuits or administrative proceedings or process against the Airport Authority or any other local, state, or federal entity that involve the review and approval of the ADP, as defined and described in Alternative 4, pursuant to CEQA or NEPA, or that could delay, prevent, impede, alter or affect in any way the approval of the ADP, as defined and described in Alternative 4 ("Covenant Not to Sue"). Notwithstanding the Covenant Not to Sue, nothing herein shall prevent SANDAG, the City or the Port from seeking specific performance, injunctive relief or other CEQA or NEPA remedies to require the implementation of the MMRP, as it may be amended or altered from time-to-time. The Parties agree that the Airport Authority and any local, state or federal agency that is subject to a lawsuit, administrative complaint or intervention described in this Covenant Not to Sue may plead this MOU as a defense to any such litigation, administrative complaint or intervention. In such a case, the Airport Authority would be entitled to all remedies available in equity including, but not limited to, injunctive relief and specific performance of this MOU including immediate dismissal of any such litigation, administrative complaint or intervention.
- H. The Parties agree that SANDAG shall be the agency to coordinate, cooperate, and negotiate with the Navy regarding the possibility of transportation improvements on the NAVWAR site.

- I. This MOU in no way diminishes or waives the Parties' rights to comment on any Draft Regional Projects or CEQA and NEPA analyses. Nor does this MOU relieve the Party proposing the Draft Regional Projects of its legal duty to respond to those comments.
- J. Except as provided in this MOU, all Parties reserve their rights and the MOU cannot be used as evidence of waiver of those rights or as an admission by any of the Parties.
- K. Any notices may be given by: (a) messenger for immediate personal delivery; (b) nationally recognized delivery service guaranteeing overnight delivery (i.e., United Parcel Service, Federal Express, etc.); (c) registered or certified United States mail, postage prepaid, return receipt requested, to the address of the recipient Party, or (d) facsimile or other form of electronic transmission, including email. Any notice shall be deemed received by the addressee, on the business day that the notice is sent by messenger for immediate personal delivery and received at the notice address before 5:30 p.m. Pacific Time, on the business day the notice is transmitted electronically and received at the notice address before 5:30 p.m. Pacific Time, one (1) business day after delivery to a nationally recognized overnight delivery service, or two (2) business days after the notice is placed in the United States mail (regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt).

The notice addresses for the Parties, as of the Effective Date, are as follows:

SANDAG:

San Diego Association of Governments

Attention:

XXXX

San Diego, CA 921XX

with copy to: San Diego Association of Governments

Attention:

XXXX

San Diego, CA 921XX

Airport Authority:

San Diego County Regional Airport Authority

Attention: President/CEO

PO Box 82776

San Diego, CA 92138-2776

with copy to: San Diego County Regional Airport Authority

Attention: General Counsel

PO Box 82776

San Diego, CA 92138-2776

City:

City of San Diego
Attention:
XXXX
San Diego, CA 921XX

with copy to: City of San Diego
Attention:
XXXX
San Diego, CA 921XX

Port:

San Diego Unified Port District
Attention: Executive Director
3165 Pacific Highway
San Diego, CA 92101

with copy to: San Diego Unified Port District
Attention: General Counsel
3165 Pacific Highway
San Diego, CA 92101

- L. Time is of the essence of each covenant and condition set forth in this MOU.
- M. This MOU contains the entire agreement between the Parties relating to the matter addressed herein, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into and superseded by this MOU.
- N. No modification, amendment, change, waiver, or discharge of this MOU will be valid unless it is in writing and signed by the Party against which the enforcement of the modification, waiver, amendment, change, or discharge is or may be sought.
- O. All Parties will carry out their responsibilities as set out in this MOU in good faith and will collaborate with each other on their interrelated responsibilities.
- P. Except as expressly stated in the MOU, any disagreement between the Parties that may arise in connection with this MOU will be resolved solely by consultation or discussions between the Parties. The Party asserting such disagreement shall give written notice of the disagreement to all the other Parties. Should any serious disagreement arise in connection with this MOU, and such disagreement cannot be resolved by subordinate officials, the dispute shall be reduced to writing by each Party and presented to senior officials within each Party's organizational structure and the senior officials shall meet and in good faith attempt to work out the disagreement. If the senior officials are unable to resolve the disagreement, the decision makers of each Party may be involved. If the disagreement cannot be settled at that level, the dissatisfied party shall make a written request to the other party for mediation. The responding party shall respond to a request for mediation within thirty (30) calendar days. A mutually-acceptable mediator shall be selected by the parties, and the parties will proceed to mediation of the dispute and split the costs of the mediator.
- Q. This MOU may be signed in any number of counterparts, each of which will be deemed an original, and of which together will constitute one instrument.

- R. The Parties acknowledge that certain actions called for under this MOU may require by law the exercise of discretion, which the Parties cannot lawfully commit to by contract, including without limitation, approval of a project pursuant to CEQA or NEPA and approval of agreements to grant real property rights (collectively, "Discretionary Actions"). Nothing in this MOU shall impair the right of Parties, as applicable, to evaluate, each in its sole discretion, and to approve or disapprove, with or without cause, any Discretionary Actions required from Parties with respect to matters requiring its approval.

- S. This MOU has been negotiated and prepared by the Parties and their respective counsel, and the MOU shall not be construed more strictly against one party.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows effective on the day and year first above written:

CITY OF SAN DIEGO:

FIRST/LAST, Title

ATTEST:

City Clerk

_____ Title _____

APPROVED AS TO FORM:

MARA ELLIOTT, City Attorney

By:

Date _____

Printed Name: First/Last Name
Title: Deputy City Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows effective on the day and year first above written:

SAN DIEGO ASSOCIATION OF GOVERNMENTS:

HASAN IKHRATA, Executive Director

APPROVED AS TO FORM:

Date _____

JOHN KIRK, General Counsel

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows effective on the day and year first above written:

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY:

KIMBERLY J. BECKER, President/CEO

APPROVED AS TO FORM:

Date _____

AMY GONZALEZ, General Counsel

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows effective on the day and year first above written:

SAN DIEGO UNIFIED PORT DISTRICT:

RANDA CONIGLIO, President/CEO

APPROVED AS TO FORM:

Date _____

THOMAS RUSSELL, General Counsel