

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN DIEGO UNIFIED PORT DISTRICT, THE SAN DIEGO
ASSOCIATION OF GOVERNMENTS, AND THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION REGARDING COOPERATIVE WORK ON IMPROVING
ACCESSIBILITY, SUSTAINABILITY, AND ECONOMIC VITALITY TO THE PORT OF
SAN DIEGO'S WORKING WATERFRONT WITHOUT COMPROMISING THE HEALTH
OF LOCAL COMMUNITIES

The following recitals are a substantive part of this Memorandum of Understanding ("MOU"):

WHEREAS, in 2008, the Board of Port Commissioners ("BPC") of the San Diego Unified Port District ("District") accepted federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) funds for improvements; and

WHEREAS, in 2016, the District requested that remaining earmarked funds be repurposed and utilized for the Harbor Drive Multimodal Corridor Study ("HDMCS"); and

WHEREAS, the BPC authorized completion of the HDMCS in November 2017; and

WHEREAS, the HDMCS scope included the segment of Harbor Drive between the Tenth Avenue Marine Terminal and the National City Marine Terminal, as well as the major east/west arterial roadways from Harbor Drive to interstate and highway access points; and

WHEREAS, the San Diego Association of Governments ("SANDAG"), the City of San Diego ("San Diego"), the California Department of Transportation ("Caltrans"), the City of National City ("National City"), the San Diego Metropolitan Transit System ("MTS"), and the United States Department of the Navy ("Navy") all participated and provided substantial input on the Technical Advisory Committee for the HDMCS; and

WHEREAS, in December 2019, the BPC: (1) received and accepted the completed HDMCS, (2) directed District staff to proceed with the Harbor Drive 2.0 concept plan (Appendix H to the HDMCS and Attachment 1 to this MOU), and (3) directed staff to work with partner agencies, including those with jurisdiction over the improvements proposed in the HDMCS; and

WHEREAS, through participation in the Technical Advisory Committee, the District, SANDAG, San Diego, and Caltrans, MTS, the Navy, and National City, recognized the important role that both the HDMCS and Harbor Drive 2.0 can play in transportation planning for the local area and region; and

WHEREAS, the District, SANDAG, and Caltrans support collaboration to consider improvement options and undertake environmental review in implementation of Harbor Drive 2.0 and the goals expressed in the HDMCS; and

WHEREAS, Caltrans is preparing the environmental document for the State Route 15 (SR-15) Operational Improvements project, including the Vesta Street overcrossing, the purpose of this project is to provide more efficient freeway access thus improving the movement of goods and people to and from the Port of San Diego's Working Waterfront; and

WHEREAS, SANDAG is preparing a bold new transportation vision with a goal to transform how people and goods move throughout the region as embodied by San Diego

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Forward: the 2021 Regional Plan, which is being further refined in the South Bay to Sorrento Comprehensive Multimodal Corridor Plan (“CMCP”) with the following policy considerations:

1. Public safety and security
2. Preserve existing transportation infrastructure
3. Multimodal focus
4. Economic development and goods movement
5. System operations and congestion relief
6. Low-income and disadvantaged community focus
7. Reduce greenhouse gas emissions and Vehicles Miles Traveled
8. Improve air quality and public health
9. Active transportation and micromobility
10. Prevent residential and small business displacement
11. Increase supply of affordable housing
12. Improve jobs-housing balance

NOW, THEREFORE, the parties hereto enter into this MOU effective as of this _____ day of _____, 2020:

1. The parties agree to work cooperatively toward the mutual goal of implementation of a Harbor Drive 2.0 concept to improve access to and from the Port of San Diego’s Working Waterfront. To do so, the parties agree to meet and discuss, in good faith, the following, among other items as necessary:
 - a. *Concept/Project*: The parties will work together to identify specific features to be studied as part of a mutually agreed upon Harbor Drive 2.0 concept and to further refine design of the Harbor Drive 2.0 concept to be the subject of environmental review.
 - b. *Environmental Review Lead Agency*: The parties will identify and designate an agency responsible for taking the lead with required environmental work, including, and not limited to, compliance with the California Environmental Quality Act (“CEQA”).
 - c. *Funding*: The parties will negotiate to reach consensus regarding potential cost sharing responsibilities among the parties, including identifying funding mechanisms such as grant funding opportunities and how such opportunities should be pursued, as available and needed.
2. The parties agree to integrate the policy considerations set forth in the South Bay to Sorrento CMCP and to pursue the objectives of the HDMCS by coordinating on further study of the Harbor Drive 2.0 concept and other priority access projects to and from the Port of San Diego’s Working Waterfront, including but not limited to the SR-15 Operational Improvements project, identified in the South Bay to Sorrento CMCP.
3. The parties will designate specific individuals as representatives for purposes of this MOU.

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4. Nothing in this MOU shall be construed to obligate any of the parties, unless specifically provided herein.
5. The parties will meet as needed, starting with the month following execution of this MOU.
6. This MOU shall commence effective on the date set forth above and shall continue until terminated by any party, which party may terminate upon giving ten (10) days written notice to the other parties to this MOU.
7. No alteration, amendment, or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties, and no oral understanding or agreement not incorporated herein shall be binding upon any of the parties.
8. All obligations of the parties under the terms of this MOU, or as agreed upon conceptually by the parties under this MOU, are subject to the appropriation of the required resources by the parties and the approval of their respective decision-making authorities.
9. For purposes of this MOU, the relationship of the parties is that of independent entities and not as agents of each other or as joint ventures or partners. The parties shall maintain sole and exclusive control over their own personnel, agents, consultants, and operations.
10. This MOU may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this MOU effective on the day and year first above written.

San Diego Unified Port District

Approved as to form:

By: _____
Randa J. Coniglio
President/Chief Executive Officer

By: _____

San Diego Association of Governments

Approved as to form:

By: _____
Hasan Ikhata
Executive Director

By: _____
John F. Kirk
Office of General Counsel

California Department of Transportation

Approved as to form:

By: _____
Gustavo Dallarda
District 11 Director

By: _____
Glenn B. Mueller
Assistant Chief Counsel

