



**SAN DIEGO COUNTY
REGIONAL AIRPORT AUTHORITY
STAFF REPORT**

Item No.
5

Meeting Date: **JANUARY 5, 2012**

Subject:

Approve Amendment to Memorandum of Understanding By and Between California High-Speed Rail Authority, Southern California Association of Governments, San Diego Association of Governments, San Bernardino Associated Governments, Riverside County Transportation Commission, San Diego County Regional Airport Authority and Los Angeles County Metropolitan Transportation Authority for Preparation of Studies for the Los Angeles to San Diego via Inland Empire proposed High-Speed Passenger Rail Corridor

Recommendation:

Adopt Resolution No. 2012-0002, approving an Amendment to the Memorandum of Understanding by and between California High-Speed Rail Authority (CHSRA), Southern California Association of Governments, San Diego Association of Governments (SANDAG), San Bernardino Associated Governments, Riverside County Transportation Commission, San Diego County Regional Airport Authority (Authority) and Los Angeles County Metropolitan Transportation Authority for preparation of studies for the Los Angeles to San Diego via Inland Empire proposed high-speed passenger rail corridor.

Background/Justification:

California High-Speed Rail Prioritization/Alignment

The proposed San Diego to Los Angeles via Inland Empire high-speed rail segment is currently in the Phase II stage of planning. The favored alternative for this 167-mile segment includes a terminus station at a proposed intermodal transit center (ITC) near San Diego International Airport.

The CHSRA released an updated business plan on November 1, 2011. The total project cost is estimated to be \$98 billion. Phase 1 will consist of a 130-mile segment located in the Central Valley. Construction is scheduled to begin in 2012 and will be funded via state and federal sources.

As part of its 2012 Legislative Agenda, the Authority adopted a policy to support efforts to advance the San Diego to Los Angeles segment, working with SANDAG and other local agencies and continue to monitor any legislation related to the CHSRA.

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Renewal of Multiple Agency MOU

In 2008, SANDAG and the CHSRA prepared a multi-agency MOU and invited numerous transportation agencies to participate to 1) assist in the preparation of studies for the Los Angeles to San Diego via Inland Empire Proposed High-Speed Passenger Rail Corridor and 2) show solidarity of support and coordination among Southern California transportation agencies for the Los Angeles to San Diego via Inland Empire connection of High-Speed Rail.

On November 13, 2008, the Board approved a Memorandum of Understanding by and between CHSRA, Southern California Association of Governments, San Diego Association of Governments, San Bernardino Associated Governments, Riverside County Transportation Commission, and the Authority (Original MOU). [Resolution No. 2008-0145].

Pursuant to the terms and conditions of the Original MOU, from 2009 through December 2011, the SDCRAA completed the Regional Aviation Strategic Plan (RASP) and coordinated with SANDAG in the preparation of the Airport Multimodal Accessibility Plan (AMAP) and the adoption of the Regional Transportation Plan 2050.

The Original MOU had a termination date of December 31, 2011. SANDAG and the CHSRA have prepared an Amendment to the MOU that extends the MOU through the completion of the environmental review documentation which is expected by December 31, 2016. The Amendment also adds Los Angeles County Metropolitan Transit Authority as a party to the MOU. Airport Authority Staff and General Counsel have reviewed the Amendment to the MOU as drafted for consideration for approval.

Fiscal Impact:

No fiscal impact to consider the MOU. SANDAG may request participation in funding or resources for the preparation for the High-Speed Rail.

Authority Strategies:

This item supports one or more of the Authority Strategies, as follows:

- Community Strategy Customer Strategy Employee Strategy Financial Strategy Operations Strategy

Environmental Review:

- A. CEQA Review: This Board action is not a project that would have a significant effect on the environment as defined by the California Environmental Quality Act (CEQA), as amended. 14 Cal. Code Regs, Section 15378. This Board action is not a "project" subject to CEQA. Pub. Res. Code Section 21065.
- B. California Coastal Act Review: This Board action is not a project that is a "development" as defined by the California Coastal Act. Pub. Res. Code Section 30106.

Equal Opportunity Program:

Not applicable.

Prepared by:

ANGELA SHAFER-PAYNE
VICE PRESIDENT, PLANNING AND OPERATIONS

RESOLUTION NO. 2012-0002

A RESOLUTION OF THE BOARD OF THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY APPROVING AN AMENDMENT TO MEMORANDUM OF UNDERSTANDING BY AND BETWEEN CALIFORNIA HIGH-SPEED RAIL AUTHORITY, SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS, SAN DIEGO ASSOCIATION OF GOVERNMENTS, SAN BERNARDINO ASSOCIATED GOVERNMENTS, RIVERSIDE COUNTY TRANSPORTATION COMMISSION, SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR PREPARATION OF STUDIES FOR THE LOS ANGELES TO SAN DIEGO VIA INLAND EMPIRE PROPOSED HIGH-SPEED PASSENGER RAIL CORRIDOR

WHEREAS, airports help to link local, regional, statewide, national, and global economic activities and are essential features of comprehensive local transportation systems, including streets, highways, rail transit, transit over water, and mass transit; and

WHEREAS, it is essential to the public health, safety, and welfare that public officials and public entities plan, develop, and operate the airports in the San Diego County region so they promote economic development, protect environmental quality and enhance social equity; and

WHEREAS, the significant regional consequences of airport development and operations, require that the future development of major airport facilities in San Diego County be addressed in the context of a regional decision making process that has regional representation; and

WHEREAS, the San Diego Association of Governments ("SANDAG") has certain responsibilities with respect to transportation, infrastructure financing, and growth management planning for the San Diego County region; and

WHEREAS, the San Diego County Regional Airport Authority ("Authority"), as a local entity of regional government with jurisdiction throughout the County of San Diego ("County"), is responsible to adopt a comprehensive airport land use plan ("ALUCP") for the County and to coordinate airport planning by public agencies in the County; and

WHEREAS, in enacting Senate Bill No. 10, Chapter 287, and approved by the Governor on October 5, 2007, adopted as law as the San Diego County Regional Airport Authority Reform Act of 2007 (hereinafter the "Act") as part of Pub. Util. Code §§170000 *et seq.*, it was the intent of the Legislature to: (1) promote long-range planning for airports in local general plans, (2) advance regional transportation strategies, (3) explore mechanisms for regional cooperation, and (4) ensure consistency between the planning documents prepared or approved by the Airport Authority and SANDAG; and

WHEREAS, the Authority, pursuant to the Act, was required to prepare and adopt, in a public process in consultation with SANDAG and other specified entities, as a state-mandated program, a Regional Aviation Strategic Plan ("RASP") for the County; and

WHEREAS, the RASP contributed to the accomplishment of the goals stated above by identifying scenarios to improve the performance of the San Diego County regional airport system; and

WHEREAS, SANDAG was required by the Act to prepare and adopt, in a public process in consultation with the Authority and other specified entities, an Airport Multimodal Accessibility Plan ("AMAP") for the San Diego region; and

WHEREAS, the AMAP furthered the utility and successful implementation of the RASP objectives through the identification of multimodal transportation investments that will improve surface transportation access to the airports in San Diego County and to other counties and Mexico, if appropriate; and

WHEREAS, the agencies jointly prepared a Memorandum of Agreement executed June 2008 that sets forth the terms and conditions under which the RASP and the AMAP will be developed, coordinated and maintained; and

WHEREAS, the agencies have developed a funding strategy that seeks to obtain financial support from federal, state and local sources; and

WHEREAS, on November 13, 2008, the Board approved a Memorandum of Understanding by and between the California High Speed Rail Authority (CHSRA), Southern California Association of Governments (SCAG), San Diego Association of Governments (SANDAG), San Bernardino Associated Governments (SANBAG), Riverside County Transportation Commission, and the Authority for the preparation of studies for the Los Angeles to Riverside proposed high-speed passenger rail corridor and the regional air-rail network ("Original MOU") [Resolution No. 2008-0145]; and

WHEREAS, the Authority wishes to continue the work begun under the Original MOU with the continued objective of identifying scenarios to improve the performance of the San Diego County regional airport system and to that end, the following commitments are made, to wit:

An Amendment to the Memorandum of Understanding (MOU) is entered into by and between the California High-Speed Rail Authority (CHSRA), Southern California Association Of Governments (SCAG), San Diego Association Of Governments (SANDAG), San Bernardino Associated Governments (SANBAG), Riverside County Transportation Commission (RCTC), San Diego Regional Airport Authority (SDCRAA), and Los Angeles County Metropolitan Transportation Authority (LACMTA) (referred to herein individually as a PARTY and collectively as the "PARTIES" to this MOU), regarding the preparation of technical studies for the Los Angeles to San Diego via Inland Empire High-Speed Passenger Rail Corridor (hereinafter referred to as "PROJECT") with regard to the following matters:

RECITALS:

WHEREAS, CHSRA in partnership with the Federal Railroad Administration (FRA) has completed and certified a Program Environmental Impact Report/Environmental Impact Statement (EIR/EIS) for a proposed California High-Speed Train (HST) network linking the major metropolitan areas of the State of California and the HST system approved by CHSRA includes the Los Angeles to San Diego via Inland Empire corridor (referred to herein as the "Corridor"); and

WHEREAS, the authority and responsibility for the planning, construction, and operation of high-speed passenger train service at speeds exceeding 125 miles per hour in California is exclusively granted to CHSRA by Public Utilities Code Section 185032.a.2; and

WHEREAS, CHSRA has the authority to accept grants, fees, and allocations from the state, from political subdivisions of the state and from the federal government, foreign governments, and private sources (Public Utilities Code section 185034(4); and

WHEREAS, SANDAG adopted the 2007 Regional Transportation Plan (RTP) to identify the facilities, services and programs necessary to meet the San Diego County region's travel needs through the year 2030, and that document recognizes the need for high-speed ground transportation to serve these needs; and

WHEREAS, SCAG adopted the 2008 RTP to identify the facilities, services and programs necessary to meet the SCAG's region's travel needs through the year 2035, and that document recognizes the need for high-speed ground transportation to serve these needs; and

WHEREAS, SANDAG completed the San Diego High-Speed Train Feasibility Studies for the potential extension to the International Border and High-Speed Commuter Rail Overlay in 2010 These services are not included as part of CHSRA's preferred alignment but could complement the statewide HST system and help to integrate it with other transit services, such as by providing a "feeder" service with potential multi-modal connections in the Corridor to the statewide system. CHSRA involvement in continuing to assess the feasibility of these services will foster and facilitate coordination in design and planning, and review of potential environmental impacts for these different rail services; and

WHEREAS, SANDAG, SCAG, RCTC, LACMTA and SANBAG are involved in the planning for, or operation of and/or considering pursuing commuter train services as well as HST service; and

WHEREAS, SANDAG and the SDCRAA are required by state law (SB10 (2007)) to develop an Airport Multimodal Accessibility Plan and Regional Aviation Strategic Plan and both studies were completed in 2011; and

WHEREAS, it is the intent and purpose of this MOU to demonstrate the continuing desire of the PARTIES to cooperate, to coordinate, and to share the results of their studies and to share their respective views on the subject of proposed improvements and enhancements to the Los Angeles to San Diego via Inland Empire HST Corridor in a manner which best enhances state and regional transportation networks, and in a manner which reduces or eliminates unnecessary duplicative efforts.

NOW, THEREFORE, it is mutually understood and agreed to by the PARTIES as follows:

1. The PARTIES intend to work together for Corridor improvement and to build upon the initial phases of work to complete planning and technical studies, and environmental review, for HST service in the Corridor through the environmental documentation process, and specifically through the Record of Decision/Notice of Determination (NOD/ROD).

2. The PARTIES agree to form a project working group administered by the CHSRA to complete the necessary work related to the PROJECTS, including providing technical and policy input, reviewing deliverables and providing comments and approvals and providing technical support in a timely manner. The PARTIES agree that staff for each PARTY will cooperate fully in the exchange of information and will work together, under the oversight of CHSRA.

3. Unless otherwise agreed in writing as an amendment to this MOU, and authorized by competent authority, each PARTY shall bear any costs it incurs in relation to this MOU without expectation of reimbursement or subsidization by any other PARTY, subject to the following understanding:

(1) The CHSRA will be the lead agency and bear the cost of the preparation and adoption of the Los Angeles to San Diego via Inland Empire Region HST System Environmental/Engineering Work (including the cost of the public involvement program and project EIR/EIS documents and related technical studies for the Corridor defined in the CHSRA's certified Final Program EIR/EIS for the Proposed HST System).

(2) SANDAG will be the lead agency for the AMAP and SDCRAA will be the lead agency for the RASP, the costs of which are set forth in Section VI of a previous and separate Memorandum of Agreement (MOA) between SANDAG and the SDCRAA dated June 2008 ("Airport MOA"). SDCRAA operates under revenue diversion parameters as set forth in Section VI (E) of the Airport MOA for plans and studies that provide for a dedicated connection to airports under the control of the SDCRAA or whose proposed facilities are located on property controlled by the SDCRAA. SDCRAA will only participate in planning or funding the studies with a physical connection to airport facilities or a clear nexus to regional airport planning and directly and substantially related to air transportation of passengers or property.

(3) The SDCRAA and SCAG will develop the regional aviation demand forecast, regional aviation capacity analysis, and regional aviation facilities requirements tasks and will bear the proportional costs of these tasks.

(4) All PARTIES will have the option of requesting additional tasks related to the PROJECT and each PARTY agrees to bear the costs of the additional work it has requested.

(5) If additional tasks are requested by more than one PARTY, those PARTIES agree to pay an equal share of the costs of such additional work, unless they agree to a different allocation of costs among or between them for such work.

4. CHSRA will take into account and coordinate with, to the extent it is appropriate to do so, the other technical studies and proposed improvements which have been prepared, and will be prepared, by other PARTIES or other agencies with reference to the Los Angeles to San Diego via Inland Empire Corridor. CHSRA will be responsible for obtaining the necessary documents to do such tasks. Each other PARTY hereto shall inform CHSRA of such studies and proposed improvements of which it has knowledge during the term of this MOU.

5. The PARTIES recognize that realistic planning for the future of the Corridor requires recognition of existing constraints along this Corridor and also requires recognition of the need for cooperation and coordination among all of the interested agencies which have responsibilities to address public transportation needs in and along that Corridor.

6. All PARTIES will participate and support CHSRA, as appropriate, in seeking federal and state funding for HST studies and environmental and engineering work within the Corridor. All PARTIES will provide technical and policy input and technical support, review and comment on documents in a timely manner, and staff of each PARTY will actively work together with other PARTIES for Corridor improvement.

7. Each PARTY agrees to encourage public awareness of and involvement in the PROJECTS and decision processes concerning the Corridor in which the PARTIES, or any of them, are engaged.

8. Each PARTY agrees that the primary purpose, intent and spirit of this MOU are to continue and to expand cooperation and coordination among the PARTIES and to develop the framework for future Cooperative Agreements. To this end, the PARTIES agree to share the results of their work, including technical studies, and to confer at regular and frequent intervals.

9. Each PARTY intends to use the products of the technical studies as it determines is appropriate, consistent with its respective authority and to the maximum extent possible.

10. Each PARTY to this MOU is responsible for making its own determination as to the usefulness or as to the propriety of its use of or reliance upon the work product of any other PARTY to this MOU. It is not intended by this MOU that any PARTY to this MOU represents or warrants that its work product is sufficient for the purposes to which any other PARTY may wish to apply that work product. This MOU does not reduce, expand, transfer, or alter in any way, any of the statutory or regulatory authorities and responsibilities of any of the signatories.

11. It is noted that there may be differences in the nature of what CHSRA is studying and that which other PARTIES will be considering. This MOU does not constitute a decision by CHSRA or by its staff regarding the selection, timing, or phasing of one HST corridor or segment, or any part of such a segment, over another as part of the HST system defined in the certified Program EIR/EIS and approved by CHSRA. This MOU is not intended to constitute and does not constitute any limitation on the CHSRA's decision making or that of any PARTY.

12. Each PARTY shall identify and inform each other PARTY of the name of and contact information for a technical lead person to exchange information between the PARTIES concerning the PROJECTS.

13. Each PARTY agrees to cooperate and coordinate with each other PARTY, its staff, contractors, consultants, and vendors, providing services required under this MOU to the extent practicable in the performance of the PROJECTS and in conjunction with each PARTY's other respective responsibilities in the Corridor under this MOU.

14. The PARTIES agree to work diligently together and in good faith, using their best efforts to resolve any unforeseen issues and disputes arising out of the performance of this MOU.

15. This MOU may only be modified or amended in writing. All modifications, amendments, changes, and revisions of this MOU from time to time, in whole or in part, and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by each of the PARTIES.

16. This MOU shall be governed by and construed in accordance with applicable federal, state of California, and local laws. The PARTIES warrant that in the performance of this MOU, each shall comply with all applicable federal, state of California, and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

17. This MOU, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of the MOU between the PARTIES and it supersedes all prior representations, understandings, and communications. The invalidity in whole or part of any term or condition of this MOU shall not affect the validity of other term(s) or condition(s).

18. Each PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any relevant incidence of fire, flood or other emergency; acts of God; commandeering of material, products, plants or facilities by federal, state or local government; or a material act or omission by any PARTY, when satisfactory evidence of such cause is presented to the other PARTIES, and provided further such nonperformance is unforeseeable, beyond the PARTY'S control and is not due to the fault or negligence of the PARTY not performing, and does not impair the PARTY's continued participation in the MOU. Additionally, each PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by reason of the lack of an adopted State Budget or the lack of sufficient appropriation in the adopted State Budget for work under this MOU, or the lack of sufficient appropriation of funds for the continuation of this MOU from a PARTY's applicable funding agencies.

19. Any notice sent by first class mail, postage paid, to the addresses and addressees listed below shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the PARTIES who are primarily responsible for the administration of this MOU, and to whom notices, demands and communications shall be given are listed below:

California High-Speed Rail Authority

770 L Street, Suite 800
Sacramento, CA 95814
Attention: Timothy Buresh, Regional Director, Southern California
(310) 422-2409, tburesh@hsr.ca.gov

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attention: Mitch Alderman, Director of Transit/Rail Programs
(909) 884-8276, MAlderman@sanbag.ca.gov

Southern California Association of Governments

818 W. Seventh Street, 12th Floor
Los Angeles, CA 90017
Attention: Naresh Amatya, Transportation Planning Manager
(213) 236-1800, amatya@scag.ca.gov

San Diego Association of Governments

401 B Street, Suite 800
San Diego, CA 92101
Attention: Linda Culp, Principal Planner - Rail
(619) 699-6957, lcu@sandag.org

Riverside County Transportation Commission

4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attention: Sheldon Peterson, Rail Manager
(951) 787-7928, speterson@rctc.org

San Diego County Regional Airport Authority

P.O. Box 82776
San Diego, CA 92138-2776
Attention: Ted Anasis, Manager, Airport Planning
(619) 400-2400, tanasis@san.org

Los Angeles County Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952
Attention: Don Sepulveda, Executive Officer - Regional Rail
(213) 922-7491, sepulvedad@metro.net

If any of the names and/or information listed above should change, the PARTY making such changes shall notify each other PARTY in writing of the changes within five (5) days of effective date of such changes.

20. This MOU may be executed in counterparts. This MOU shall be effective upon the date of full execution of this MOU by all the PARTIES. This MOU shall continue in full force and effect through completion of the Environmental Documentation (to NOD/ROD) anticipated December 31, 2016, unless terminated earlier by mutual written consent of all the PARTIES. Any PARTY may withdraw from and terminate its participation in the MOU upon providing 30 days written notice to each other PARTY hereto, provided that the terminating PARTY shall bear the reasonable costs of terminating work it has requested under this MOU through the date of its withdrawal from the MOU. The term of this MOU may only be extended upon mutual written agreement by the PARTIES.

NOW, THEREFORE, BE IT RESOLVED THAT the Board hereby approves the Amendment to the Memorandum of Understanding by and between the California High-Speed Rail Authority, Southern California Association of Governments, San Diego Association of Governments, San Bernardino Associated Governments, Riverside County Transportation Commission, San Diego County Regional Airport Authority and Los Angeles County Metropolitan Transportation Authority for the preparation of studies for the Los Angeles to San Diego via Inland Empire proposed High-Speed Rail Passenger Rail Corridor and directs the President/CEO to continue planning efforts with SANDAG and other interested agencies and jurisdictions.

PASSED, ADOPTED AND APPROVED by the Board of the San Diego County Regional Airport Authority at a regular meeting this 5th day of January, 2012, by the following vote:

AYES: Board Members:

NOES: Board Members:

ABSENT: Board Members:

ATTEST:

TONY R. RUSSELL
DIRECTOR, CORPORATE SERVICES/
AUTHORITY CLERK

APPROVED AS TO FORM:

BRETON K. LOBNER
GENERAL COUNSEL