

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SAN DIEGO ASSOCIATION OF GOVERNMENTS  
AND THE CITY OF CHULA VISTA  
REGARDING COOPERATIVE WORK TO ADVANCING THE DEVELOPMENT OF  
PHASE 1 OF THE NEXT OPERATING SYSTEM (NEXT OS)**

**SANDAG CONTRACT NO. S863883**

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This Memorandum of Understanding (MOU) is made and entered into effective as of the last signature date below, by and between the San Diego Association of Governments ("SANDAG") and City of Chula Vista ("City").

**RECITALS**

WHEREAS, SANDAG and the City support collaboration to consider the planning, development, and implementation of smart mobility technology strategies throughout the San Diego region to improve safety, system efficiency, and provide mobility choices to improve cross-border transportation choices and economic opportunities; 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 the San Diego 5 Big Moves vision - Complete Corridors, Transit Leap, Mobility Hubs, Flexible Fleets, and the Next Operating System (Next OS); and

WHEREAS, in January 2021, SANDAG was awarded a federal grant from the Federal Highway Administration (FHWA) under the [Advanced Transportation and Congestion Management Technologies Deployment \(ATCMTD\) Program](#) to plan, develop, and deploy the Next OS concept (Advancing Connectivity and the Economy Through Technology in the San Diego Region), referenced to herein as "PROJECT"; and

WHEREAS, the PROJECT grant scope was developed with input and coordination with City staff to help advance the development of the Next OS and included the following key PROJECT components:

- The PROJECT will advance a key regional project priority; State Route 11/Otay Mesa East Port of Entry through the delivery of the Regional Border Management System (RBMS); and
- The PROJECT will include the pilot deployment of connected vehicle technologies through the deployment of a Smart Intersection System (SIS); and
- The PROJECT will deploy complementary Mobility Hub amenities and Flexible Fleet technologies; and

WHEREAS, the PROJECT grant scope covers the region of San Diego County south of downtown, within the Cities of San Diego, Chula Vista, National City and within the communities of San Ysidro and Otay Mesa. The PROJECT area also includes Interstate 5 and 805 corridors and Harbor Drive, and other planned local agency roadway segments (See Exhibit 2 - PROJECT grant map); and

WHEREAS, the PROJECT will help advance key Transportation System Management and Operations (TSMO) activities identified in the 2021 Regional Plan as Near-term and Continuing Actions, that include examining future funding opportunities for maintenance and operations; and

WHEREAS, this effort requires the coordination, participation, and on-going support and commitment from key regional partners, including SANDAG, Caltrans, San Diego Metropolitan Transit System (MTS), and the Cities of San Diego, Chula Vista, and National City; and

WHEREAS, it is SANDAG's desire to work closely with these partners to ensure the successful implementation of the PROJECT which will serve as a model to carry forward the region's vision of a collaborative approach for advancing the 2021 Regional Plan and the Next OS; and

WHEREAS, the parties wish to memorialize their agreement in this MOU to carry out the purposes set forth above;

## **AGREEMENT**

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

### **SANDAG AGREES:**

1. To serve as overall PROJECT administrator to include active participation and commitment to the completion of the PROJECT to include the following key activities:
  - a. Lead overall PROJECT coordination with all PROJECT team agency stakeholders that include the City of San Diego, City of Chula Vista, City of National City, MTS, and Caltrans.
  - b. Provide oversight and management of PROJECT administrative activities including PROJECT consultants and contractors.
  - c. Work with PROJECT stakeholders to coordinate and follow the appropriate submittal requirements for PROJECT deliverables.
  - d. Work with PROJECT stakeholders to coordinate the review and approval of PROJECT deliverables, system and equipment concept designs, and field and vehicle equipment specifications and designs, prior to PROJECT system installation and field deployment.
  - e. Lead overall PROJECT reporting responsibilities including progress reports to PROJECT stakeholders and U.S. DOT.
2. SANDAG PROJECT Point of Contact:  
  
Alex Estrella  
Technology Planning Manager  
401 B Street, Suite 800  
San Diego, CA 92101  
(619) 699-1928  
aes@sandag.org
3. Neither the City of Chula Vista nor any officer, director, or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by SANDAG under or in connection with any work, authority or jurisdiction delegated to SANDAG under this MOU. It is

understood and agreed that, pursuant to Government Code Section 895.4, SANDAG shall fully defend, indemnify and save harmless City of Chula Vista, all officers, directors, and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SANDAG under or in connection with any work, authority, or jurisdiction delegated to SANDAG under this MOU.

**CITY AGREES:**

1. City shall provide staff participation, input, direction, and cooperation as required during the development and implementation of PROJECT.
2. City support participation and cooperation during the PROJECT planning, technical, and operational activities shall include:
  - a. Attend PROJECT meetings and conference calls as applicable.
  - b. Work with SANDAG to coordinate and determine the appropriate submittal requirements for PROJECT deliverables.
  - c. Provide planning, technical, and operational guidance through completion of all PROJECT phases.
  - d. Provide review, comments, or approvals as appropriate to applicable PROJECT reports and deliverables, concept system designs, system specifications and design plans, and PROJECT deployment and field installation requirements.
  - e. Provide City supporting services for review and required approval of PROJECT field equipment installation and permitting requirement documentation associated with PROJECT elements on City right of ways.
3. That following completion of the PROJECT, City will own the PROJECT equipment within City right of way and will maintain, and operate such equipment at the City's sole discretion. City shall assume ownership for PROJECT equipment following the completion of the PROJECT.
4. City PROJECT Point of Contact:

Eddie Flores  
City Traffic Engineer  
476 Fourth Avenue  
Chula Vista, CA 91910  
619-476-5368  
[eflores@chulavistaca.gov](mailto:eflores@chulavistaca.gov)
5. Neither SANDAG nor any officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by City of Chula Vista under or in connection with any work, authority, or jurisdiction delegated to City of Chula Vista under this MOU. It is understood and agreed that, pursuant to Government Code Section 895.4, City of Chula Vista shall fully defend, indemnify, and save harmless SANDAG, all officers, and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by City of Chula Vista

under or in connection with any work, authority, or jurisdiction delegated to City of Chula Vista under this MOU.

**THE PARTIES MUTUALLY AGREE:**

1. The parties agree to work cooperatively toward the mutual goal of completing the PROJECT. To do so, SANDAG and the City agree to undertake the PROJECT work efforts through the completion of three key Phases as briefly discussed below:
  - a. Phase One (Est. FY 22 Q1 – FY 23 Q2) – PROJECT System Concept and Design. This Phase shall include working with all project partners to complete ATCMTD project-management and concept-development, system requirements and design plans. Phase One also includes the completion of critical project-management documentation that will detail the specific steps, work elements, tasks, deliverables, and milestones that will be taken and delivered throughout the project lifecycle.
  - b. Phase Two (Est. FY 23 Q2 – FY 24 Q4) PROJECT Deployment. Phase two shall include all software and system development, interface build, and integration activities that will be carried out for deploying and “turning on” the proposed PROJECT systems. Phase Two activities also will include system training and supporting public outreach/awareness efforts.
  - c. Phase Three (Est. FY 24 Q1– FY 25 Q2) PROJECT Concept Management and Operations. This Phase shall be initiated in parallel during Phase Two efforts. Activities under this Phase are intended to monitor, evaluate, and document the on-going operations and management of PROJECT enhancements. Findings will serve as the basis for understanding, identifying, and establishing long term institutional PROJECT operational and management needs, implications, and PROJECT transitioning and conclusion.
2. As part of Phase One activities, the parties agree to work cooperatively toward the mutual goal of assessing and finalizing proposed PROJECT scope components to support the deployment of the following key PROJECT elements:
  - a. Deployment of technologies at three (3) Mobility Hubs.
  - b. Deployment of 33 Smart Intersection System elements, including one or more of the following elements: advanced control systems, connected vehicle roadside equipment, advanced detection and safety applications, transit signal and commercial vehicle priority systems.
  - c. Expansion of the I-805 bus on shoulder system to include four additional ramp preemption systems in the southbound direction.
  - d. Inclusion of planned RBMS functions (lane management, traveler information, border wait time estimation, dynamic tolling) into the ICMS solution.
  - e. Expansion of the coverage of the proven I-15 ICMS to include I-5, I-805, SR 125, and SR 905.

- f. Provision of NextGen 511 connected traveler app for connected travelers (alerts, border wait times, eco-driving, etc.).
3. SANDAG shall serve as grant administrator and provide overall PROJECT management and coordination.
4. City shall provide planning, technical, and operational cooperation and review of PROJECT deliverables through completion of the PROJECT.
5. The parties mutually agree to establish a TSMO mobility advisory group to guide the aspects of data sharing, cross agency coordination, and seeking of future funding opportunities for all PROJECT elements including ongoing operations and management.
6. The parties shall designate specific individuals as representatives for purposes of this MOU. The parties may change the designated individual by providing written notice to the other party of such change.
7. That all obligations of SANDAG under the terms of this MOU are subject to the appropriation of the required resources by SANDAG and the approval of the SANDAG Board of Directors.
8. Any notice required or permitted under this MOU may be personally served on the other party, by the party giving notice, or may be served by certified mail, return receipt requested, to the following addresses:

For SANDAG

401 B Street, Suite 800

San Diego, CA 92101

Attn: Alex Estrella

For City of Chula Vista

476 Fourth Avenue

Chula Vista, CA 91910

Attn: Eddie Flores

9. This MOU shall continue in effect unless and until a party to the MOU gives 60 (sixty) days written notice of its desire to withdraw from the MOU. If such notice is given, the MOU shall continue to be binding on those parties who have not formally withdrawn.
10. The indemnification provisions of this MOU shall survive termination of the MOU.
11. This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.
12. All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.
13. 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 personnel, agents, consultants, and operations.
14. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

15. Nothing in the provisions of this MOU is intended to create duties or obligations to or rights in third parties to this MOU or affect the legal liability of the parties to this MOU.
16. 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.
17. This MOU may be executed and delivered by electronic signature.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU effective as of the last date a party provides an electronic signature below.

SAN DIEGO ASSOCIATION OF  
GOVERNMENTS

CITY OF CHULA VISTA

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**RAY TRAYNOR**  
**Chief Planning and Innovation Officer**

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**MARIA V. KACHADOORIAN**  
**City Manager**

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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**Office of General Counsel**

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**Glen R. Googins, City Attorney**

Exhibits:

- 1- ATCMTD Project Grant Submission – Activities and Schedule
- 2- ATCMTD Project Grant Submission – Project Area

## 1 - ATCMTD Project Grant Submission - Activities and Schedule

[illegible]

## 2 - ATCMTD Project Grant Submission – Project Area

