



Board of Directors Agenda

Friday, December 17, 2021

9 a.m.

****Teleconference Meeting****

MEETING ANNOUNCEMENT AMIDST COVID-19 PANDEMIC:

The Board of Directors meeting scheduled for Friday, December 17, 2021, will be conducted virtually in accordance with Governor Newsom’s State of Emergency declaration regarding the COVID-19 outbreak, Government Code Section 54953(e), Assembly Bill 361 (Rivas 2021), and the COVID-19 Emergency Temporary Standards issued by the California Department of Industrial Relations. Board members will primarily participate in the meeting virtually, while practicing social distancing, from individual remote locations.

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Webinar ID: 928 7696 0938

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Public Comments: Persons who wish to address the members on an item to be considered at this meeting, or on non-agendized issues, may email comments to the Clerk at clerkoftheboard@sandag.org (please reference December 17, 2021, Board Meeting in your subject line and identify the item number(s) to which your comments pertain). Comments received by 4 p.m. on December 16, 2021, will be provided to members prior to the meeting. If you desire to provide live verbal comment during the meeting, please join the Zoom meeting by computer or phone and use the “Raise Hand” function to request to provide public comment. On a computer, the “Raise Hand” feature is on the Zoom toolbar. By phone, enter *9 to “Raise Hand” and *6 to unmute. Requests to provide live public comment must be made at the beginning of the relevant item, and no later than the end of any staff presentation on the item. The Clerk will call on members of the public who have timely requested to provide comment by name for those joining via a computer and by the last three digits of for those joining via telephone. All comments received prior to the close of the meeting will be made part of the meeting record. Please note that any available chat feature on the Zoom meeting platform should be used by panelists and attendees solely for procedural or other “housekeeping” matters as comments provided via the chat feature will not be retained as part of the meeting record. All comments to be provided for the record must be made via email or orally per the instructions above.



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如有需要, 我 可以把SANDAG 翻 成其他語言.

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Message from the Clerk

In compliance with Government Code §54952.3, the Clerk hereby announces that the compensation for legislative body members attending the following simultaneous or serial meetings is: Executive Committee (EC) \$100, Board of Directors (BOD) \$150, and Regional Transportation Commission (RTC) \$100. Compensation rates for the EC and BOD are set pursuant to the SANDAG Bylaws, and the compensation rate for the RTC is set pursuant to state law.

Vision Statement

Pursuing a brighter future for all.

Mission Statement

We are the regional agency that connects people, places, and innovative ideas by implementing solutions with our unique and diverse communities.

Our Commitment to Equity

We hold ourselves accountable to the communities we serve. We acknowledge we have much to learn and much to change; and we firmly uphold equity and inclusion for every person in the San Diego region. This includes historically underserved, systemically marginalized groups impacted by actions and inactions at all levels of our government and society.

We have an obligation to eliminate disparities and ensure that safe, healthy, accessible, and inclusive opportunities are available to everyone. In 2021, SANDAG will develop an equity action plan that will inform how we plan, prioritize, fund, and build projects and programs; frame how we work with our communities; define how we recruit and develop our employees; guide our efforts to conduct unbiased research and interpret data; and set expectations for companies and stakeholders that work with us.

We are committed to creating a San Diego region where every person who visits, works, and lives can thrive.



Board of Directors

Friday, December 17, 2021

Item No.		Action
1.	<p>Public Comments/Communications</p> <p>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. Public speakers are limited to three minutes or less per person. If the number of public comments under this agenda item exceeds five, additional public comments will be taken at the end of the agenda. Subjects of previous agenda items may not again be addressed under public comments.</p>	
Consent		
+2.	<p>Approval of Meeting Minutes <i>Francesca Webb, SANDAG</i></p> <p>+2A. November 19, 2021, meeting minutes +2B. December 3, 2021, meeting minutes +2C. December 10, 2021, meeting minutes <i>(This item was not ready at the time of posting and will be posted when complete.)</i></p>	Approve
+3.	<p>Approval of Solicitation <i>Julie Wiley, SANDAG</i></p> <p>The Board of Directors is asked to authorize the Chief Executive Officer to conduct a solicitation for flexible fleet on-call services contracts as detailed in this report.</p>	Approve
+4.	<p>Policy Advisory Committee Actions <i>Francesca Webb, SANDAG</i></p> <p>The Board of Directors is asked to ratify the actions taken by the Policy Advisory Committees since the last Board of Directors meeting.</p>	Approve
+5.	<p>FY 2021 Transportation Development Act Audit Extension Requests <i>Charbel Mouannes, SANDAG</i></p> <p>The Board of Directors is asked to approve Transportation Development Act audit extension requests for the cities of National City, Coronado, Lemon Grove, and Solana Beach until March 27, 2022, as permitted by the California Public Utilities Code and the California Code of Regulations.</p>	Approve
+6.	<p>Regional Equitable Housing Subcommittee <i>Supervisor Terra Lawson-Remer, County of San Diego</i></p> <p>The Board of Directors is asked to approve the charter for the Regional Equitable Housing Subcommittee.</p>	Approve

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|------|--|-------------|
| +7. | <p>Proposed Program Budget Amendment: Downtown Bus Stopover Project
 <i>Ryan Kohut, SANDAG</i></p> <p>The Board of Directors is asked to accept \$1.4 million from the Metropolitan Transit System and approve a budget amendment to add \$1.4 million to the Downtown Bus Stopover Project.</p> | Approve |
| +8. | <p>Continuation of Teleconferenced Meetings
 <i>Melissa Coffelt, SANDAG</i></p> <p>The Board of Directors is asked to adopt Resolution No. RTC-2022-04 ratifying state and local health emergency conditions due to COVID-19 and the need for continuation of teleconferenced public meetings to ensure the health and safety of attendees.</p> | Adopt |
| +9. | <p>Overview of Developments in the Financial Markets, Quarterly Finance Report as of September 30, 2021 *
 <i>André Douzajian and Ray Major, SANDAG</i></p> <p>An update on the latest developments in the financial markets, economy, sales tax revenues, and strategies being explored and implemented to minimize possible impacts to the TransNet Program will be provided.</p> | Information |
| +10. | <p>Progress Report on Major Transportation Projects Through September 2021
 <i>Michelle Smith, SANDAG</i></p> <p>An update on the status of major SANDAG and Caltrans projects and programs in the San Diego region will be provided.</p> | Information |
| +11. | <p>Chief Executive Officer Delegated Actions*
 <i>Kim Monasi, SANDAG</i></p> <p>In accordance with various Board Policies, this report summarizes delegated actions taken by the Chief Executive Officer.</p> | Information |
| +12. | <p>Meetings and Events Attended on Behalf of SANDAG
 <i>Francesca Webb, SANDAG</i></p> <p>Board members will provide brief reports on external meetings and events attended on behalf of SANDAG.</p> | Information |

Reports

- | | | |
|------|--|-------|
| +13. | <p>Regional Digital Equity Strategy and Action Plan
 <i>Antoinette Meier and Krystal Ayala, SANDAG</i>
 <i>Chris Schmidt, Caltrans</i>
 <i>Jon Rios and George Williams, San Diego Housing Commission</i></p> <p>The Board of Directors is asked to adopt the Digital Equity Strategy and Action Plan as a regional model to bridge the digital divide.</p> | Adopt |
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|---|---------------------------|
| <p>+14. SANDAG Community Benefits Agreement
 <i>Dan Sloan, Parsons</i>
 <i>Victoria Stackwick and Elaine Richardson, SANDAG</i></p> <p>The Board of Directors is asked to authorize the Chief Executive Officer to execute the negotiated Community Benefits Agreement between SANDAG and the San Diego County Building and Construction Trades Council.</p> | <p>Approve</p> |
| <p>+15. Update on SANDAG Equity Action Plan
 <i>Sally Goodman, SANDAG</i></p> <p>An update on work to advance Diversity, Equity, and Inclusion within the organization; early actions to implement the SANDAG Commitment to Equity statement; and plans for external engagement to continue development of SANDAG’s Equity Action Plan in 2022, will be presented.</p> | <p>Information</p> |
| <p>16. Chief Executive Officer’s Report
 <i>Hasan Ikhata, SANDAG</i></p> <p>An update on key programs, projects, and agency initiatives will be presented.</p> | <p>Discussion</p> |
| <p>17. Member Comments</p> <p>Board members shall have the opportunity to provide information and announcements on any issue within the jurisdiction of SANDAG that is not on this agenda. Subjects of previous agenda items may not again be addressed under member comments.</p> | |
| <p>18. Upcoming Meetings</p> <p>The next Board of Directors meeting is scheduled for Friday, January 14, 2022, at 9 a.m.</p> | <p>Information</p> |
| <p>19. Adjournment</p> | |

+ next to an item indicates an attachment

* next to an agenda item indicates that the Board of Directors also is acting as the San Diego County Regional Transportation Commission for that item

November 19, 2021, Board of Directors Meeting Minutes

Chair Catherine Blakespear (City of Encinitas) called the meeting of the Board of Directors to order at 9 a.m.

Action: Approve

The Board of Directors is asked to approve the minutes from its November 19, 2021, meeting.

1. Public Comments/Communications

Rich Martendell, member of the public, spoke in opposition to a road usage tax.

Mike Bullock, member of the public, spoke regarding Proposition 26, road usage taxes, and the gas tax.

Nicole Burgess, member of the public, spoke regarding active transportation.

Brian Hoffman, member of the public, spoke regarding the uptown bikeway.

Consent

3. Approval of Meeting Minutes (Approve)

The Board of Directors was asked to approve the minutes from its October 22 and October 29, 2021, meetings.

There were no public comments on this item.

4. TransNet Environmental Mitigation Program: FY 2022 Annual Funding (Approve)

The Transportation and Regional Planning Committees recommend that the Board of Directors approve the allocation of \$4 million in funding for FY 2022 for regional land management and biological monitoring.

There were no public comments on this item.

5. Approval of Solicitation for the Development of a Resource Management Plan and Ownership and Management of the Rancho Lilac Property (Approve)

The Board of Directors was asked to authorize the Chief Executive Officer to conduct a solicitation for the development of a Resource Management Plan and Ownership and Management of Rancho Lilac.

There were no public comments on this item.

6. Approval of Federal Transit Administration Section 5310 Vehicles in Continued Non-Use Status (Approve)

The Board of Directors was asked to approve waivers of Board Policy No. 035 to authorize staff to grant requests for non-use status for three grantees' vehicles.

There were no public comments on this item.

7. Policy Advisory Committee Actions (Approve)

The Board of Directors was asked to ratify the actions taken by the Policy Advisory Committees since the last Board meeting.

There were no public comments on this item.

8. 2022 Board of Directors and Policy Advisory Committee Annual Meeting Calendar (Approve)

The Board of Directors was asked to approve the calendar of meetings of the Board and Policy Advisory Committees for the upcoming year.

There were no public comments on this item.

9. Continuation of Teleconferenced Meetings (Adopt)

In accordance with recent amendments to the Brown Act open meetings law (Assembly Bill 361), the Board of Directors was asked to adopt Regional Transportation Commission (RTC) Resolution No. RTC-2022-03, allowing for continued remote teleconferenced public meetings for all SANDAG legislative bodies based upon a continued state of emergency related to the COVID-19 pandemic as well as recommendations from state or local officials regarding social distancing.

There were no public comments on this item.

10. State Route 94/State Route 125 South to East Connector Project Update (Information)

This report provided an update on the progress and status of the State Route 94/State Route 125 South to East Connector project.

There were no public comments on this item.

11. Chief Executive Officer Delegated Actions (Information)

In accordance with various SANDAG Board Policies, this report summarized certain delegated actions taken by the Chief Executive Officer since the last Board meeting.

There were no public comments on this item.

12. Meetings and Events Attended on Behalf of SANDAG (Information)

Board members provided brief reports on external meetings and events attended on behalf of SANDAG since the last Board meeting.

There were no public comments on this item.

Action: Upon a motion by Vice Chair Alejandra Sotelo-Solis (City of National City), and a second by Vice Chair Todd Gloria (City of City of San Diego), the Board voted to approve Consent Item Nos. 3 through 9.

The motion passed.

Yes: Chair Blakespear, Vice Chair Gloria, Second Vice Chair Sotelo-Solis, Mayor Matt Hall (City of Carlsbad), Mayor Mary Salas (City of Chula Vista), Mayor Richard Bailey (City of Coronado), Mayor Bill Wells (City of El Cajon), Mayor Paul McNamara (City of Escondido), Councilmember Paloma Aguirre (City of Imperial Beach), Councilmember Jack Shu (City of La Mesa), Mayor Racquel Vasquez (City of Lemon Grove), Councilmember Christopher Rodriguez (City of Oceanside), Mayor Steve Vaus (City of Poway), Mayor Rebecca Jones (City of San Marcos), Mayor John Minto (City of Santee), Mayor Lesa Heebner (City of Solana Beach), and Mayor Judy Ritter (City of Vista).

No: None.

Abstain: None.

Absent: County of San Diego and City of Del Mar.

2. Chief Executive Officer's Report (Discussion)*

Chief Executive Officer Hasan Ikhata presented an update on key programs, projects, and agency initiatives.

Action: Discussion only.

**This item was taken out of order*

Reports

13. 2022 State Transportation Improvement Program (Approve)

Senior Financial Programming and Project Control Analyst Sue Alpert presented the item.

There were no public comments on this item.

Action: Upon a motion by Councilmember Shu and a second by Second Vice Chair Sotelo-Solis, the Board of Directors approved the submission of the proposed 2022 State Transportation Improvement Program to the California Transportation Commission per the recommendation of the Transportation Committee.

The motion passed.

Yes: Chair Blakespear, Vice Chair Gloria, Second Vice Chair Sotelo-Solis, Mayor Hall, Mayor Salas, Mayor Bailey, Mayor Wells, Mayor McNamara, Councilmember Aguirre, Councilmember Shu, Mayor Vasquez, Councilmember Rodriguez, Mayor Vaus, Mayor Jones, Mayor Minto, Mayor Heebner, and Mayor Ritter.

No: None.

Abstain: None.

Absent: County of San Diego and City of Del Mar.

14. SANDAG Housing and Smart Growth Funding (Approve)

Mayor Salas, Regional Planning Committee Chair, introduced the item.

Principal Regional Planner Tuere Fa'aola and Grants Program Manager Jenny Russo presented the item.

14A. Housing Incentive Program Overview and Housing Acceleration Program Call for Projects

The Regional Planning Committee recommended that the Board of Directors approve:

1. The evaluation criteria, in substantially the same form as attached, and release the calls for projects for the 2021 Housing Acceleration Program (HAP).
2. The proposed applicability and waivers of certain requirements in Board Policy Nos. 033 and 035 for this cycle of the HAP.

14B. TransNet Smart Growth Incentive Program Call for Projects

The Regional Planning Committee recommended that the Board of Directors approve:

1. The evaluation criteria, in substantially the same form as attached, and release the call for projects for the 2021 TransNet Smart Growth Incentive Program – Planning.
2. The proposed waiver of certain requirements in Board Policy No. 033 for this cycle of SGIP.

14C. On-Call Sustainable Communities Solicitation

The Board of Directors was asked to authorize the Chief Executive Officer to conduct a solicitation for On-Call sustainable communities services.

Mike Bullock, member of the public, spoke in support of the item recommendations.

Action: Upon a motion by Second Vice Chair Sotelo-Solis, and a second by Vice Chair Gloria, the Board voted to approve the Regional Planning Committee and staff recommendations for Items 14A through 14C.

The motion passed.

Yes: Chair Blakespear, Vice Chair Gloria, Second Vice Chair Sotelo-Solis, Mayor Salas, Mayor McNamara, Mayor Serge Dedina (City of Imperial Beach), Councilmember Shu, Mayor Vasquez, and Mayor Heebner.

No: Mayor Hall, Mayor Bailey, Mayor Wells, Councilmember Rodriguez, Mayor Vaus, Mayor Jones, Mayor Minto, and Mayor Ritter.

Abstain: None.

Absent: County of San Diego and City of Del Mar.

15. Potential *TransNet* Extension Ordinance Amendments (Discussion)

The Board of Directors was asked to discuss draft concepts for potential *TransNet* Extension Ordinance amendments.

Noah Harris, Climate Action Campaign, spoke in support of Bike Program funding.

Mike Bullock spoke in support of the item.

Tim Bilash, member of the public, spoke in support of the item.

Nicole Burgess, member of the public, spoke in support of the item.

Action: Discussion only.

16. Member Comments

Gil Cabrera, San Diego Regional Airport Authority, provided an update on the Terminal 1 Groundbreaking.

Caltrans District 11 Director Gustavo Dallarda provided an update on awards received at the Build San Diego Awards.

Councilmember Aguirre, Metropolitan Transit System (MTS), announced the reappointment of Nathan Fletcher as the MTS Board Chair for a term of two years, and a COVID response award that MTS received from APTA.

NCTD Chair Tony Kranz provided an update on COASTER service expansion.

Mayor Jones asked for a follow up on her written inquiries to staff.

Mayor Hall requested an overview of the gas tax being phased out.

Mayor Gaasterland expressed concerns regarding the sea wall.

Mayor Heebner requested that an update on the Del Mar Bluffs be added to a future agenda.

17. Upcoming Meetings

The next Board meeting is scheduled for Friday, December 3, 2021, at 9 a.m.

18. Adjournment

Chair Blakespear adjourned the meeting at 11:49 a.m.

Confirmed Attendance at Board of Directors Meeting

November 19, 2021

Board of Directors	Title	Name	Attend Virtually
City of Carlsbad	Mayor	Matt Hall (Primary)	Yes
City of Chula Vista	Mayor	Mary Salas (Primary)	Yes
City of Coronado	Mayor	Richard Bailey (Primary)	Yes
County of San Diego	Supervisor	Terra Lawson-Remer (Primary)	No
County of San Diego	Supervisor	Joel Anderson (Primary)	No
City of Del Mar	Mayor	Terry Gaasterland (Primary)	Yes ¹
City of El Cajon	Mayor	Bill Wells (Primary)	Yes
City of Encinitas	Mayor	Catherine Blakespear (Primary)	Yes
City of Escondido	Mayor	Paul McNamara (Primary)	Yes
City of Imperial Beach	Mayor	Serge Dedina (Primary)	Yes
City of La Mesa	Councilmember	Jack Shu (Primary)	Yes
City of Lemon Grove	Mayor	Racquel Vasquez (Primary)	Yes
City of National City	Second Vice Chair	Alejandra Sotelo-Solis (Primary)	Yes
City of Oceanside	Councilmember	Christopher Rodriguez (Primary)	Yes
City of Poway	Mayor	Steve Vaus (Primary)	Yes
City of San Diego	Vice Chair	Todd Gloria (Primary)	Yes
City of San Diego	Council President	Jennifer Campbell (Primary)	Yes
City of San Marcos	Mayor	Rebecca Jones (Primary)	Yes
City of Santee	Mayor	John Minto (Primary)	Yes
City of Solana Beach	Mayor	Lesa Heebner (Primary)	Yes
City of Vista	Mayor	Judy Ritter (Primary)	Yes
Caltrans		Gustavo Dallarda (1st Alt.)	Yes
Metropolitan Transit System	Councilmember	Paloma Aguirre (Primary)	Yes
North County Transit District	NCTD Chair	Tony Kranz (Primary)	Yes
Imperial County	Supervisor	Sup. Jesus Escobar (Primary)	No
U.S. Department of Defense	Executive Director	Dennis Keck (Primary)	Yes
Port of San Diego	Commissioner	Garry Bonelli (Primary)	Yes
San Diego County Water Authority	Councilmember	Mel Katz (Primary)	Yes
San Diego County Regional Airport Authority		Gil Cabrera (Primary)	Yes
Mexico	Consul General	Carlos González Gutiérrez (Primary)	No
SCTCA	Chairman	Cody Martinez	No

¹ The City of Del Mar was absent for voting but was in attendance from 11:30 a.m. until adjournment

December 3, 2021, Board of Directors Meeting Minutes

Chair Catherine Blakespear (City of Encinitas) called the meeting of the Board of Directors to order at 9:01 a.m.

Action: Approve

The Board of Directors is asked to approve the minutes from its December 3, 2021, meeting.

1. Public Comments/Communications

Mike Bullock, member of the public, provided feedback on the Draft Environmental Impact Report for the 2021 Regional Plan.

Nastassia Patin, member of the public, spoke in support of the 2021 Regional Plan.

Lori Saldaña, member of the public, spoke regarding Community Benefit Agreements and urged the Board to allow time for further community input.

Shane Harris, member of the public, spoke in support of the Black Contractors Association.

Bee Mittermiller, member of the public, spoke in support of the 2021 Regional Plan.

Steve Gelb, member of the public, spoke in support of the 2021 Regional Plan.

Rita Clement, member of the public, spoke in support of the 2021 Regional Plan.

Carla Ruiz, member of the public, spoke in support of the 2021 Regional Plan.

Nicole Burgess, member of the public, spoke in support of the 2021 Regional Plan.

A member of the public spoke regarding low bus ridership and in opposition to a mileage tax.

Alex Wong, member of the public, spoke in opposition to a mileage tax.

Pamela Heatherington, member of the public, spoke in support of the 2021 Regional Plan.

Matt Schalles, member of the public, spoke in support of the 2021 Regional Plan.

David Grubb, member of the public, spoke in support of a mileage tax for Electric Vehicles.

Reports

2. 2021 Regional Plan: Response to Late Comments (Discussion)

Director of Regional Planning Coleen Clementson provided an update on responses to late comments on the 2021 Regional Plan and its Environmental Impact Report, including the project description.

Bill Tippets, member of the public, spoke in support of the 2021 Regional Plan.

Courtney Ransom, member of the public, spoke in support of the 2021 Regional Plan.

Noah Harris, Climate Action Campaign, member of the public, spoke in support of the 2021 Regional Plan and in opposition to removal of any potential future funding sources.

Will Rhatigan, member of the public, spoke in support of the 2021 Regional Plan.

Lori Saldaña spoke in support of public transit and the need for amenities such as restrooms.

Karinna Gonzalez, member of the public, spoke in support of the 2021 Regional Plan.

Mike Bullock spoke in support of implementation of a mileage tax before 2030 to replace the gas tax.

Action: Discussion only.

3. *TransNet* Extension Ordinance Funding Overview (Discussion)

Ray Major presented an update on *TransNet* Extension Ordinance funding.

Lori Saldaña spoke regarding her concern over ridership numbers, and Blue Line Trolley first and last mile improvements.

Nicole Burgess spoke regarding concerns over forecasting errors.

Mike Bullock spoke regarding the Blue Line Trolley, farebox return, and parking management.

Action: Discussion only.

4. Update on Airport Transit Connectivity and Central Mobility Hub Project (Information)

Ryan Kohut and Omar Atayee provided an update on a transit connection to the San Diego International Airport and the Central Mobility Hub project.

Colin Parent, Circulate SD, spoke in support of the staff presentation.

Noah Harris spoke in opposition to plans that do not account for sea level rise.

Alex Wong spoke regarding alternatives to Trolley extensions, such as automated people movers, and in support for plans that involve the Port.

Mike Bullock spoke regarding reduction of Vehicle Miles Travelled (VMT).

Lori Saldana spoke regarding coastal erosion and risk assessments.

Nicole Burgess urged the Board to consider ways to capitalize on existing infrastructure.

Josh Coyne, Downtown San Diego Partnership, spoke in support of the staff presentation.

Tim Bilash inquired about transit ridership numbers.

Action: Information only.

5. *TransNet* Regional Bike Early Action Program (Discussion)

The Board of Directors is asked to discuss proposals to expedite the delivery of *TransNet* Regional Bike Early Action Program projects.

Deborah Knight, member of the public, spoke in opposition to the alignment along the Coastal Rail Trail in Rose Canyon.

Laura Keenan spoke regarding the need for safety improvements for cyclists after the death of her brother.

Colin Parent spoke in support of the Program.

Andy Hanshaw, member of the public, spoke regarding needed safety improvements and cyclist fatalities.

Alex Wong spoke regarding bike lanes in dense urban areas vs. suburban areas.

Noah Harris spoke in support of expediting bike projects and community engagement.

Chris Nielsen, member of the public, spoke in opposition to the Rose Canyon alignment.

Matt Schalles

Lori Saldana

Nevo Magnesi, member of the public, spoke in support of the Program.

Mike Bullock spoke regarding VMT reduction.

Nicole Burgess spoke in support of the Program and regarding bike safety measures.

Action: Discussion only.

6. Del Mar Bluffs Project Update (Information)

This item was continued to a future meeting.

7. Chief Executive Officer's Report (Discussion)

This item was continued to a future meeting.

8. Upcoming Meetings

A Special meeting of the Board of Directors is scheduled for Friday, December 10, 2021, at 8:30 a.m.

9. Adjournment

Chair Blakespear adjourned the meeting at 12:21 p.m.

Confirmed Attendance at Board of Directors Meeting

December 3, 2021

Board of Directors	Title	Name	Attend Virtually
City of Carlsbad	Mayor	Matt Hall (Primary)	Yes
City of Chula Vista	Mayor	Mary Salas (Primary)	Yes
City of Coronado	Mayor	Richard Bailey (Primary)	Yes
County of San Diego	Supervisor	Terra Lawson-Remer (Primary)	Yes
County of San Diego	Supervisor	Joel Anderson (Primary)	Yes
City of Del Mar	Mayor	Terry Gaasterland (Primary)	Yes
City of El Cajon	Councilmember	Bill Wells (Primary)	Yes
City of Encinitas	Mayor	Catherine Blakespear (Primary)	Yes
City of Escondido	Mayor	Paul McNamara (Primary)	Yes
City of Imperial Beach	Mayor	Serge Dedina (Primary)	Yes
City of La Mesa	Councilmember	Jack Shu (Primary)	Yes
City of Lemon Grove	Mayor	Racquel Vasquez (Primary)	Yes
City of National City	Second Vice Chair	Alejandra Sotelo-Solis (Primary)	Yes
City of Oceanside	Councilmember	Christopher Rodriguez (Primary)	Yes
City of Poway	Councilmember	Steve Vaus (Primary)	Yes
City of San Diego	Vice Chair	Todd Gloria (Primary)	Yes
City of San Diego	Council President	Jennifer Campbell (Primary)	Yes
City of San Marcos	Mayor	Rebecca Jones (Primary)	Yes
City of Santee	Mayor	John Minto (Primary)	Yes
City of Solana Beach	Mayor	Lesia Heebner (Primary)	Yes
City of Vista	Mayor	Judy Ritter (Primary)	Yes
Caltrans		Gustavo Dallarda (1st Alt.)	Yes
Metropolitan Transit System	Councilmember	Paloma Aguirre (Primary)	Yes
North County Transit District	NCTD Chair	Tony Kranz (Primary)	Yes
Imperial County	Supervisor	Sup. Jesus Escobar (Primary)	No
U.S. Department of Defense	Executive Director	Dennis Keck (Primary)	Yes
Port of San Diego	Commissioner	Garry Bonelli (Primary)	Yes
San Diego County Water Authority	Councilmember	Mel Katz (Primary)	Yes
San Diego County Regional Airport Authority		Gil Cabrera (Primary)	Yes
Mexico	Consul General	Carlos González Gutiérrez (Primary)	No
SCTCA	Chairman	Cody Martinez	No

December 10, 2021, Meeting Minutes

This item was not ready at the time of posting and will be posted when complete.

Approval of Solicitation

Overview

Pursuant to Board of Directors direction, solicitations valued at \$5 million or more are brought to the Board for approval prior to advertisement. This month there is a request for proposals (RFP) solicitation for on-call flexible fleet services that is ready for the Board authorization.

Key Considerations for Solicitation

Flexible fleets are a critical component of the 2019 Federal Regional Transportation Plan, which envisions the deployment of on-demand shared mobility services to provide a convenient transportation alternative to driving and enhance connections to transit by expanding shared mobility options. SANDAG intends to identify on-call contractors that can design, deploy, and monitor on-demand flexible fleet services throughout the San Diego region on behalf of SANDAG and regional stakeholders who may be awarded grants, including transit agencies, local jurisdictions, and educational institutions. SANDAG anticipates procuring one contractor for each of the eight flexible fleet categories described in Attachment 1. This procurement will allow SANDAG and other agencies in the region to fulfill their own flexible fleet pilot solicitation requirements and enter into a contract subject to the same terms and conditions as SANDAG during a five-year term.

With on-call contracts, versus project-specific contracts, funds are not encumbered until specific projects and their funding are identified. Because on-call procurements are complex solicitations and often result in contract awards to multiple contractors, they can take four to ten months for SANDAG to process from solicitation through contract award. These same types of procurement approvals and processes also will apply to other public agencies who may be grantees for flexible fleet projects in the region. Staff hopes to substantially shorten the time frame for grantees to award contracts and enhance competition on the RFP by including all of the region's potential needs in one solicitation. For these reasons, staff has reviewed the types of services SANDAG and other agencies may have during the next five years and seeks authorization to issue the solicitation in advance so that there is not a lengthy delay between the time a need is identified or a grant is awarded, to the time contracts are executed and work can commence.

Staff has estimated a need for on-call flexible fleet services in an aggregate amount of up to \$25 million. The amount is expected to cover projected needs for SANDAG and grantees in the eight categories shown in Attachment 1 over the five-year period between 2022 and 2027.

Next Steps

Pending approval by the Board, this solicitation will be advertised for a competitive process within the next few weeks. All master contract awards resulting from the solicitation will return to the Board for approval.

Hasan Ikhata, Chief Executive Officer

Key Staff Contact: Julie Wiley, (619) 699-6966, julie.wiley@sandag.org

Attachment: 1. List of Flexible Fleet Pilot Categories Included in Value Estimate for Flexible Fleet On-Call Services RFP

Action: **Approve**

The Board of Directors is asked to authorize the Chief Executive Officer to conduct a solicitation for flexible fleet on-call services contracts as detailed in this report.

Fiscal Impact:

An independent cost estimate was prepared by SANDAG resulting in an estimated capacity of \$25 million over a five-year period. Due to the on-call nature of the solicitation, there will be no budget impact until projects commence, and task orders are awarded.

Schedule/Scope Impact:

The selected contractor(s) will provide services from 2022 through 2027.

List of Flexible Fleet Pilot Categories Included in Value Estimate for Flexible Fleet On-Call Services Request for Proposals

Flexible Fleet Pilot Categories	Description
Micromobility Docked	Docked pedal and electric bikes including adaptive devices (e.g., trikes, recumbent bikes)
Micromobility Dockless	Dockless pedal and electric bikes; seated and stand-up electric scooters
Micromobility Mopeds	Electric and non-electric mopeds
Rideshare	Multi-passenger vehicles that can provide shared trips for people with a common origin and destination. This includes services like carpool, vanpool, and technology-enabled pooled ridehailing services.
Microtransit	On-demand shuttles are smaller transit vehicles that carry up to 15 passengers and use technology to provide the most efficient yet flexible route between your doorstep and destination.
Neighborhood Electric Vehicle (NEV) shuttles	Lightweight and lower speed, battery powered shuttles that seat up to six passengers for sustainable and convenient for short trips within a community service area.
Ridehail	On-demand rides hailed to make connections to transit services or to access other Flexible Fleet options. Ridehail services include taxicab services and Transportation Network Companies.
Carshare	On-demand vehicles for temporary personal use that are available for short and/or long-distance trips. Carshare may include electric vehicles and NEVs. Carshare vehicles must have the flexibility to provide both station-based carshare services and free-float carshare services, as needed.

Policy Advisory Committee Actions

Overview

SANDAG Board Policy No. 001 delegates certain responsibilities to the Policy Advisory Committees to allow SANDAG to effectively address key public policy and funding responsibilities. All items delegated to the Policy Advisory Committees are subject to Board ratification. Below are the delegated actions taken by the Policy Advisory Committees that are subject to ratification.

Executive Committee: December 3, 2021

Approved the December 17, 2021, and January 14, 2022, Board of Directors meeting agendas.

Hasan Ikhata, Executive Director

Key Staff Contact: Francesca Webb, (619) 699-1985, francesca.webb@sandag.org

Action: **Approve**

The Board of Directors is asked to ratify the actions taken by the Policy Advisory Committees since the last Board of Directors meeting.

Fiscal Impact:

None.

Schedule/Scope Impact:

None.

FY 2021 Transportation Development Act Audit Extension Requests

Overview

In accordance with California Public Utilities Code (PUC) Section 99245, each Transportation Development Act (TDA) claimant must submit an audit within 180 days after the end of the fiscal year. SANDAG, acting as the Regional Transportation Planning Agency (RTPA) for the San Diego region, may grant up to a 90-day extension, moving the deadline from December 27, 2021, to no later than March 27, 2022. No further extensions are permitted.

Key Considerations

SANDAG has engaged an independent certified public accounting firm to perform the required FY 2021 TDA compliance audits. While every effort is being made to complete each audit prior to December 27, the auditors anticipate that the cities of National City, Coronado, Lemon Grove, and Solana Beach may not meet this deadline and will require extensions due to various reasons.

- The City of Lemon Grove will need additional time due to staffing constraints and resources needed.
- The City of National City will need additional time due to high staff turnover.
- The City of Solana Beach will need additional time due to staffing constraints and new system implementation.
- The City of Coronado will require additional time due to time restraints in the audit process.

Approval of the extension requests will allow these four cities to continue receiving allocated TDA funds in FY 2022.

Next Steps

Staff will submit an extension request to the State Controller's Office.

André Douzdjian, Chief Financial Officer

Key Staff Contact: Charbel Mouannes, (619) 699-6909, charbel.mouannes@sandag.org

- Attachments:
1. City of National City Extension Request
 2. City of Coronado Extension Request
 3. City of Lemon Grove Extension Request
 4. City of Solana Beach Extension Request

Action: **Approve**

The Board of Directors is asked to approve Transportation Development Act audit extension requests for the cities of National City, Coronado, Lemon Grove, and Solana Beach until March 27, 2022, as permitted by the California Public Utilities Code and the California Code of Regulations.

Fiscal Impact:

None.

Schedule/Scope Impact:

Submission of audited Transportation Development Act financial reports will be extended to March 27, 2022.



December 2, 2021

Andre Douzdjian
Chief Financial Officer
SANDAG
401 B Street
San Diego, CA 92101

Dear Mr. Douzdjian:

Please accept this letter as a request for an extension to submit the TDA Financial Report for the City of National City for the fiscal year ended June 30, 2021.

The auditors at Crowe LLP are working with City staff to complete the necessary review process. However, the City believes the TDA Financial Report will not be filed prior to December 27, 2021 due to recent staff turnover and would like to file an extension until the March 27, 2022, deadline.

If you have any questions or concerns, please contact Arnold Ocana at (619) 336-4342 or via email at aocana@nationalcityca.gov.

Sincerely,

A handwritten signature in blue ink that reads "Molly Brennan".

Molly Brennan
Director of Admin Services



ADMINISTRATIVE SERVICES

1825 STRAND WAY
CORONADO, CA 92118

CITY HALL
(619) 522-7300

December 1, 2021

Andre Douzdjian
Director of Finance
SANDAG
401 B Street, Suite 800
San Diego, CA 92101

Dear Mr. Douzdjian:

Please accept this letter as a request for an extension to submit the Transportation Development Act (TDA) Financial Report for the City of Coronado for the fiscal year ended June 30, 2021. Beside the ongoing efforts of the auditors at Crowe LLP and City staff to complete the necessary review process, the delay is due to not completing required audit work-papers by Crowe LLP and the City.

Furthermore, we wanted to take the conservative approach and request an extension through March 31, 2022.

Please contact Nathan Homer at 619-522-2426 or via email at nhomer@coronado.ca.us, if you have any questions.

Thank you for your consideration.

Sincerely

A handwritten signature in black ink that reads "John J. Kim".

John Kim
Director of Administrative Services

cc: Crowe LLP



CITY OF LEMON GROVE

Finance Department

December 1, 2021

André Douzdjian
Chief Financial Officer
SANDAG
401 B Street, Suite 800
San Diego, CA 92101

Dear Mr. Douzdjian:

Please accept this letter as a request for an extension to submit the TDA Financial Report for the City of Lemon Grove for the fiscal year ended June 30, 2021. The auditors at Crowe, LLP are working to complete the necessary review process. The City believes the TDA Financial Report will be filed prior to December 27, 2021. However, the City would like to take the conservative approach and file an extension until the March 27, 2022 deadline.

Please contact me at 619-825-3803 or via email at rgreek@lemongrove.ca.gov if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rod Greek".

Rod Greek
Interim Administrative Services Director
City of Lemon Grove
rgreek@lemongrove.ca.gov
619-825-3803



CITY OF SOLANA BEACH FAX (858) 792-6513 / (858) 755-1782
635 SOUTH HIGHWAY 101 • SOLANA BEACH • CALIFORNIA 92075-2215 • (858) 720-2400

December 3, 2021

André Douzdjian
Chief Financial Officer
SANDAG
401 B Street, Suite 800
San Diego, CA 92101

Dear Mr. Douzdjian:

Please accept this letter as a request for an extension to submit the TDA Financial Report for the City of Solana Beach for the fiscal year ended June 30, 2021.

The auditors at Crowe, LLP are working to complete the necessary review process. However, due to a recent ERP implementation in the City's finance department, some delays have been experienced. The City would like to file an extension until the March 27, 2022 deadline.

Please contact me at 858-720-2463 or via email at rsmith@cosb.org if you have any questions.

Sincerely,

Ryan Smith
Finance Director

Regional Equitable Housing Subcommittee

Overview

On October 22, 2021, the Board of Directors approved the creation of the Regional Equitable Housing Subcommittee (REHS), a temporary subcommittee to lead discussions and identify voluntary, innovative, and incentive-based approaches that address housing needs throughout the San Diego region.

The proposed REHS Charter is included as Attachment 1.

Key Considerations

The REHS is intended to develop recommendations for the Board concerning the development of an equitable housing planning framework, potential housing finance models, and supportive revenue structures. Such recommendations are intended to assist the Board in developing policies and actions that help local governments tackle the housing crisis on a larger scale by transcending jurisdictional boundaries. Currently, local jurisdictions address most housing issues individually, and often with limited staff and financial resources. The REHS will enable the close collaboration, coordination, and regional thinking to make recommendations to the Board, which will provide the groundwork for future coordinated, practical, and dynamic actions that are necessary to address our housing challenges regionally.

The REHS membership will include primary or alternate members of the Board and the SANDAG Board Chair will designate the Chair and two Co-Vice Chairs. The membership will include representatives from each subregion, who will be appointed by the Subcommittee Chair.

The REHS will meet as needed to achieve its responsibilities and will conclude upon final recommendation to the Board anticipated in late 2022.

Next Steps

The REHS is anticipated to begin meeting in January 2022 to develop a workplan and schedule and will bring regular updates and recommendations to the Board.

Victoria Stackwick, Director of Government Relations

Key Staff Contact: Jack Christensen, (619) 595-1442, jack.christensen@sandag.org

Attachment: 1. Draft Regional Equitable Housing Subcommittee Charter

Action: **Approve**

The Board of Directors is asked to approve the charter for the Regional Equitable Housing Subcommittee.

Fiscal Impact:

Work on the Regional Equitable Housing Subcommittee (REHS) is funded through Overall Work Element Project No. 3321900.

Schedule/Scope Impact:

The REHS will begin in January 2022.



Regional Equitable Housing Subcommittee Charter

Purpose

The purpose of the Regional Equitable Housing Subcommittee (REHS) is to lead discussions and identify voluntary, innovative, and incentive-based housing approaches that address housing needs throughout the San Diego region.

Line of Reporting

The REHS is a subcommittee of the SANDAG Board of Directors and will act in an advisory capacity to the Board. The Regional Equitable Housing Subcommittee has no decision-making authority. The Board will make all preliminary and final decisions on housing approaches that address regional housing needs.

Responsibilities

The Regional Equitable Housing Subcommittee is intended to provide a forum to review, provide input, and guide the development of an equitable housing planning framework, potential housing finance models, and supportive revenue structures. The Subcommittee's recommendations are intended to assist the Board in developing policies and actions that assist local governments in addressing the housing crisis and Regional Housing Needs Assessment goals. Meetings of the Subcommittee will be open to the public in accordance with the Ralph M. Brown Act.

Membership and Chair Selection

The SANDAG Board Chair shall designate the Chair and two Co-Vice Chairs of the Regional Equitable Housing Subcommittee. The Subcommittee's Chair will appoint all Subcommittee members and alternates, as necessary. The Subcommittee members must be a primary or alternate member of the Board with an interest in improving the region's approach to housing solutions.

Meeting Time and Location

The Regional Equitable Housing Subcommittee will meet at SANDAG as frequently as needed to achieve its responsibilities as determined by the Subcommittee Chair.

Duration of Existence

The work of the Regional Equitable Housing Subcommittee will conclude upon Board adoption of the Subcommittee's recommendations, including, but not limited to, an equitable housing planning framework, potential housing finance models, and supportive revenue structures.

Proposed Program Budget Amendment: Downtown Bus Stopover Project

Overview

The Downtown Bus Stopover Project would provide an off-street location in Downtown San Diego where Metropolitan Transit System (MTS) buses can be parked for short periods of time between runs. In conjunction with the stopover, the facility also could provide for other residential, office, and retail needs as part of a mixed-use development. In addition to ensuring reliable and efficient bus and Rapid service, the stopover facility would increase the availability of on-street parking within the adjacent community by reducing the need for buses to park in front of existing homes and businesses while awaiting the start of their next route.

On June 24, 2016, the SANDAG Board of Directors approved the selection of a site bounded by A Street, Union Street, B Street, and State Street in Downtown San Diego as the preferred site for the project. SANDAG has already acquired two parcels on this site and is currently in the process of acquiring the remaining property needed to construct the project.

Key Considerations

On November 18, 2021, the MTS Board of Directors approved a Fund Transfer Agreement to provide SANDAG a contribution of \$1.4 million towards the project. The SANDAG Board is being asked to approve the acceptance of these funds and to increase the project budget by \$1.4 million. These funds will be used to continue acquiring property necessary to construct the project.

Next Steps

If approved, SANDAG will continue to process to complete the purchases of property on the site and advance the project to construction.

Ryan Kohut, Director of Strategic Projects

Key Staff Contacts: Ryan Kohut, (619) 595-5339, ryan.kohut@sandag.org
Omar Atayee, (619) 595-5319, omar.atayee@sandag.org

Attachment: 1. Proposed FY 2022 Budget Amendment for the Downtown Multiuse and Bus Stopover Facility

Action: **Approve**

The Board of Directors is asked to accept \$1.4 million from the Metropolitan Transit System and approve a budget amendment to add \$1.4 million to the Downtown Bus Stopover Project.

Fiscal Impact:

Approval of the proposed budget amendment will add \$1.4 million to the Downtown Bus Stopover Project


Schedule/Scope Impact:

None.

FY 2022 Approved Budget

Project Number: 1201514
RTIP Number: SAN129
Project Name: Downtown Multiuse and Bus Stopover Facility

Corridor Director: Ryan Kohut
Project Manager: Omar Atayee
PM Phone Number: (619) 595-5319

PROJECT SCOPE	SITE LOCATION	PROGRESS TO DATE												
Bus stopover facility and potentially a multiuse facility that could include office, residential, and retail development.		Preliminary engineering and property acquisition efforts continue.												
PROJECT LIMITS		MAJOR MILESTONES												
The block bounded by A Street, B Street, State Street, and Union Street in the Columbia-Civic/Core neighborhood of Downtown San Diego.		<table style="width: 100%; border-collapse: collapse;"> <tr> <td>Draft Environmental Document</td> <td style="text-align: right;">N/A</td> </tr> <tr> <td>Final Environmental Document</td> <td style="text-align: right;">Jun-16</td> </tr> <tr> <td>Ready to Advertise</td> <td style="text-align: right;">TBD</td> </tr> <tr> <td>Begin Construction</td> <td style="text-align: right;">TBD</td> </tr> <tr> <td>Open to Public</td> <td style="text-align: right;">TBD</td> </tr> <tr> <td>Construction Complete</td> <td style="text-align: right;">TBD</td> </tr> </table>	Draft Environmental Document	N/A	Final Environmental Document	Jun-16	Ready to Advertise	TBD	Begin Construction	TBD	Open to Public	TBD	Construction Complete	TBD
Draft Environmental Document	N/A													
Final Environmental Document	Jun-16													
Ready to Advertise	TBD													
Begin Construction	TBD													
Open to Public	TBD													
Construction Complete	TBD													

SANDAG EXPENDITURE PLAN (\$000)

	PRIOR YEARS	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	TOTAL						
Administration	\$1,734	\$1,734	\$140	\$67	\$200	\$200	\$100	\$173	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,174	\$2,174
Environmental Document	427	427	4	38	259	210	0	15	0	0	0	0	0	0	0	0	690	690
Design	2,009	2,009	254	0	0	254	0	0	0	0	0	0	0	0	0	0	2,263	2,263
Right-of-Way Support	229	229	7	1	122	151	100	77	0	0	0	0	0	0	0	0	458	458
Right-of-Way Capital	13,174	13,174	0	3	19,729	16,000	6,538	10,264	0	0	0	0	0	0	0	0	39,441	39,441
Construction Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Capital	25	25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25	25
Vehicles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Legal Services	344	344	123	19	86	147	20	63	0	0	0	0	0	0	0	0	573	573
Communications	84	84	25	0	30	25	20	50	0	0	0	0	0	0	0	0	159	159
Project Contingency	0	0	0	0	192	192	0	0	0	0	0	0	0	0	0	0	192	192
Total SANDAG	\$18,026	\$18,026	\$553	\$128	\$20,618	\$17,179	\$6,778	\$10,642	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,975	\$45,975

CALTRANS EXPENDITURE PLAN(\$000)

	PRIOR YEARS	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	TOTAL						
Environmental Document	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Right-of-Way Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Right-of-Way Capital	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Support	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Construction Capital	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Caltrans	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total SANDAG & Caltrans	\$18,026	\$18,026	\$553	\$128	\$20,618	\$17,179	\$6,778	\$10,642	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,975	\$45,975

FUNDING PLAN(\$000)

FUNDING SOURCE	PRIOR YEARS	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	TOTAL						
Federal																		
74100001 RSTP	\$0	\$0	\$0	\$0	\$10,615	\$10,000	\$3,670	\$4,285	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,285	\$14,285
Local																		
91200001 MTS	\$0	\$0	\$0	\$0	\$0	\$1,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,400
91000100 TransNet -MC	18,026	18,026	553	128	10,003	5,779	3,108	6,357	0	0	0	0	0	0	0	0	31,690	\$30,290
TOTAL	\$18,026	\$18,026	\$553	\$128	\$20,618	\$17,179	\$6,778	\$10,642	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,975	\$45,975

Continuation of Teleconferenced Meetings

Overview

Executive Orders issued during the COVID-19 pandemic provided local government agencies with temporary relief from many of the usual teleconferencing requirements that are part of open meeting laws. Assembly Bill 361 (AB 361) (Rivas, 2021) provides legislative bodies of local agencies, including the Board of Directors, Policy Advisory Committees, and working groups that report to the Board, an opportunity to continue teleconferenced or virtual public meetings if certain conditions are met pertaining to the health and safety of meeting attendees. Resolution No. RTC-2022-04 is provided for the Board's consideration to allow for continued teleconferenced meetings.

Background

For more than 18 months, the COVID-19 pandemic has caused schools, businesses, governments, and other organizations to make significant adaptations to ensure continuity of services and functions while protecting the health and safety of families, workers, customers, and the community at large. Governor Newsom proclaimed a state of emergency in California on March 4, 2020, and that remains in effect to this day. Various state and local health orders outline measures that are required to be taken, or recommended, to limit the transmission of COVID-19, including vaccination, wearing of face coverings, and social distancing. COVID-19 continues to be a health risk throughout the region; the Centers for Disease Control and Prevention consider San Diego County to be a high transmission area.

Among its provisions, Executive Order N-29-20, issued March 17, 2020, authorized exemptions to certain requirements under the Brown Act and the Bagley-Keene Open Meeting Act to allow for government entities to conduct teleconferenced, or virtual, public meetings while social distancing orders were in place. All meetings of the Board, Policy Advisory Committees, and working groups have been conducted using an internet-based platform since March 2020, with a high degree of effectiveness and increased levels of engagement and participation by the public. The decision to continue conducting virtual public meetings has been a matter of health and safety for attendees. SANDAG's meeting facilities are not large enough to accommodate Board members, presenters, support staff, and members of the public and allow for appropriate levels of social distancing given the ongoing risk of COVID-19 transmission.

Action: **Adopt**

The Board of Directors is asked to adopt Resolution No. RTC-2022-04 ratifying state and local health emergency conditions due to COVID-19 and the need for continuation of teleconferenced public meetings to ensure the health and safety of attendees.

Fiscal Impact:

There is no financial impact to the continuation of teleconferenced public meetings.

Schedule/Scope Impact:

If Resolution No. RTC-2022-04 is approved, meetings of the SANDAG Board of Directors, Policy Advisory Committees, and working groups would continue per their usual meeting schedule.

Assembly Bill 361, signed on September 16, 2021, incorporates into state law some aspects of the teleconferencing rules that have applied to local public agencies by Executive Order N-29-20. The intent of AB 361 is to enable governing bodies, such as the Board, to make a determination, via a majority vote of the Board, about the safety of holding in-person meetings when a state of emergency exists. Should the Board wish to conduct virtual public meetings, it may consider adoption of Resolution No. RTC-2022-04. This action would find that continuing to allow all of SANDAG's legislative bodies to meet virtually is in SANDAG's best interests based on the continued state of emergency arising from the COVID-19 pandemic as well as state and/or local officials continuing to recommend measures to promote social distancing, thereby allowing use of the adapted teleconferencing rules allowed for under AB 361. The Board may reconsider continuation or cessation of teleconferenced meetings every 30 days through adoption of a subsequent resolution.

Next Steps

Should Resolution No. RTC-2022-04 be adopted, meetings of the Board, Policy Advisory Committees, and working groups would be conducted virtually through January 17, 2022. The Board shall reconsider the state of emergency and its impact on the ability for members and other attendees to meet safely in person at its meeting on January 14, 2022.

Hasan Ikhata, Chief Executive Officer

Key Staff Contact: Melissa Coffelt, (619) 699-1955, melissa.coffelt@sandag.org

Attachment: 1. Resolution No. RTC-2022-04



401 B Street, Suite 800
San Diego, CA 92101
Phone (619) 699-1900
Fax (619) 699-1905
sandag.org

Regional Transportation Commission
Resolution No. RTC-2022-04

A Resolution of the SANDAG Board of Directors Authorizing Remote Teleconference Meetings of the Legislative Bodies of SANDAG

WHEREAS, the San Diego Association of Governments (SANDAG) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors, as well as SANDAG Policy Advisory Committees and working groups; and

WHEREAS, the Board also acts as the San Diego County Transportation Commission and provides oversight of SANDAG committees and working groups; and

WHEREAS, all meetings of SANDAG's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code Sections 54950 – 54963), so that any member of the public may attend, participate, and watch SANDAG's legislative bodies conduct their business; and

WHEREAS, Assembly Bill 361 (AB 361), which was signed into law on September 16, 2021, amended Government Code section 54953, and thereby makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3) (including the requirement that all teleconference meeting locations be open to the public), subject to the existence of specified conditions; and

WHEREAS, a required condition under AB 361 is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, it is further required under AB 361 either that state or local officials have imposed or recommended measures to promote social distancing, or that the legislative body finds that the state of emergency continues to directly impact the ability of the members to meet safely in person; and

WHEREAS, such conditions now exist in San Diego County, specifically, a State of Emergency has been proclaimed by the Governor on March 4, 2020, and is still in effect; and

WHEREAS, the San Diego County Health Officer Order (effective June 15, 2021) has directed all governmental entities in the County to take necessary measures within the governmental entity's control to ensure compliance with State and local laws, regulations, and orders related to the control of COVID-19; and

WHEREAS, the California Department of Industrial Relations has recognized the fact that social distancing, in combination with other preventative measures, helps to decrease the spread of COVID-19; and

WHEREAS, as a consequence of the local emergency, the Board does hereby find that the legislative bodies of SANDAG may conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953 of the Government Code; and

WHEREAS, SANDAG has taken the following measures to ensure public access to SANDAG's Board, Policy Advisory Committee, and working group meetings:

- Written public comments may be submitted to SANDAG, and
- A live public participation option is provided to the public and detailed on the cover page of each meeting agenda package.

NOW THEREFORE, THE BOARD, ALSO ACTING AS THE SAN DIEGO COUNTY REGIONAL TRANSPORTATION COMMISSION, DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Remote Teleconference Meetings. The SANDAG Chief Executive Officer and his designee(s) and all legislative bodies of SANDAG are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public teleconferenced meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 3. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of January 16, 2022, or such time as the Board adopts a subsequent finding in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of SANDAG may continue to conduct teleconferenced public meetings without compliance with paragraph (3) of subdivision (b) of section 54953 of the Government Code.

PASSED, APPROVED, AND ADOPTED at the meeting of the Board of Directors this 17th day of December, 2021.

Ayes

Noes

Absent

**Chair of the Board of Directors
of the San Diego County Regional
Transportation Commission**

[Seal]

Attest

**Secretary of the Board of Directors of the
San Diego County Regional Transportation
Commission**

Overview of Developments in the Financial Markets, Quarterly Finance Report as of September 30, 2021

Overview

Staff provides quarterly briefings on the latest developments in the financial markets, economy, sales tax revenues, and the strategies being explored and implemented to minimize possible impacts to the TransNet program; and a quarterly report on investments as required per [Board Policy No. 003](#).

In addition, [Board Policy No. 032](#) requires an annual presentation to the Board of Directors, which includes a written description of the interest rate swaps and an evaluation of the risks associated with outstanding swaps.

Key Considerations

- The Initial Jobless Claims continued to decrease, registering at 268,000 for the week ended November 13.
- As the economy continues to recover, real gross domestic product is estimated to grow by an annual rate of 6.7% in the third quarter of 2021.
- Senior lien debt service coverage, using sales tax receipts of \$334 million for the 12 months ending June 30, 2021, is 3.13 times. Meaning, for every \$1 of senior lien debt service, SANDAG received \$3.13 of sales tax revenue providing ample coverage, supporting SANDAG senior lien triple-A ratings.
- SANDAG is currently working with its finance and legal team to allow for the release of the existing debt service reserve fund associated with the 2008A-D variable rate demand bonds. The associated debt service reserve fund has a current balance of about \$17 million, which may go to support new projects or those currently under construction. Release of the funds is expected in December.
- The interest rate swaps continue to perform as expected, and there has not been any material event involving outstanding swap agreements, nor has there been any default by a swap counterparty or counterparty termination.

André Douzdjian, Chief Financial Officer

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Attachments:

1. Financial Market Review
2. Local Economy and Sales Tax Revenue
- 3A-3D. Investment and Debt Portfolio
4. TransNet Extension Quarterly Report

Action: Information

An update on the latest developments in the financial markets, economy, sales tax revenues, and strategies being explored and implemented to minimize possible impacts to the TransNet Program will be provided.

Fiscal Impact:

Senior lien debt service coverage remains strong at 3.13 times, providing ample coverage and supporting triple-A ratings.

Schedule/Scope Impact:

The COVID-19-related recession hit a strong and healthy San Diego economy, leading to massive job and income losses in 2020. With the progress of the vaccination campaign and the reopening of the economy, the recovery is ongoing. Staff will monitor the situation closely and update revenue forecasts as information becomes available.

Market Review and Update

Overview

During the third quarter of 2021, recovery of the U.S. economy slowed due to the summer surge of COVID-19 cases driven by the delta variant. Vaccination rates slowed as government relief began to subside. Renewed public health concerns and restrictions due to the delta variant of COVID-19 may be slowing down consumer spending, dampening consumer and business sentiment. Job growth continued to recover in August and September but fell short of expectations.

Federal Reserve policymakers began to signal an intention to pull back on asset purchases this year. While none of the officials project any rate changes this year, in the updated September projections, nine officials expected short term rates to rise by the end of 2022 and all but one expect at least one rate hike by the end of 2023. Short-term and long-term Treasury yields rose as a response to this projection. Domestic equity markets reached a record high in August but ended the seven-month streak of gains in September, posting a negative return of 4.65%.

Interest Rates

- **Treasury Rates:** Short-term treasury rates (industry accepted benchmark for taxable bonds) increased following the Fed's projection that rates would start to increase in 2022. Overall, the U.S. treasury yield curve steepened slightly over the last quarter.
- **Municipal Market Rates:** The AAA MMD rates (the industry accepted benchmark for tax-exempt rates) have increased a little in the last quarter however the entire curve is still under 2.0%.
- **Fed Funds Rate:** The Fed made no changes to the near-zero fed funds policy rate and continued to make its large-scale monthly asset purchases. The Fed's most recent messaging has indicated the expectation to begin gradually tapering asset purchases this year. The Fed also indicated that it may start to raise rates in 2022.

Municipal Market Supply-Demand Dynamics: Municipal bond funds saw consistent inflows over the past three months. Municipal bond issuance volume so far is comparable to 2020 volume. Despite the robust supply, investor demand continues to be strong, and transactions are being executed at attractive interest rates.

Equity Markets: Domestic equity markets posted the first negative returns in seven months, responding to rising inflation expectations and the possibility of an imminent rate hike.

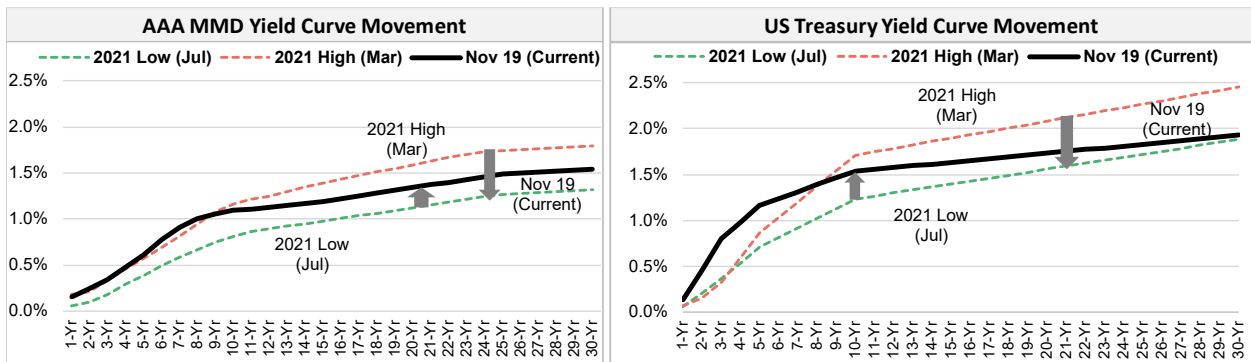
U.S. Economy

- **Jobs and Unemployment:** The Initial Jobless Claims continued to decrease, registering at 268,000 for the week ended November 13.
- **GDP:** As the economy continues to recover, real GDP is estimated to grow by an annual rate of 6.7% in the third quarter of 2021.
- **Personal Spending:** As the economy's key driver, personal spending increased by 0.6% in September. This was after the 1.0% increase in August and 0.1% increase in July.
- **Manufacturing and Service data:** The Markit U.S. Composite Purchasing Managers Index in the past quarter showed expansion in both the manufacturing and services sector, signaling continued rebuilding of economic activity, though the rate of expansion has slowed down.

- Consumer Sentiment: Preliminary estimates of the University of Michigan Consumer Confidence Index dropped to 71.7 in October from 72.8 in September. The decline came as concerns for inflation grew and the delta variant of the coronavirus spread across the U.S., causing some states to reinstate mask mandates and other restrictions.

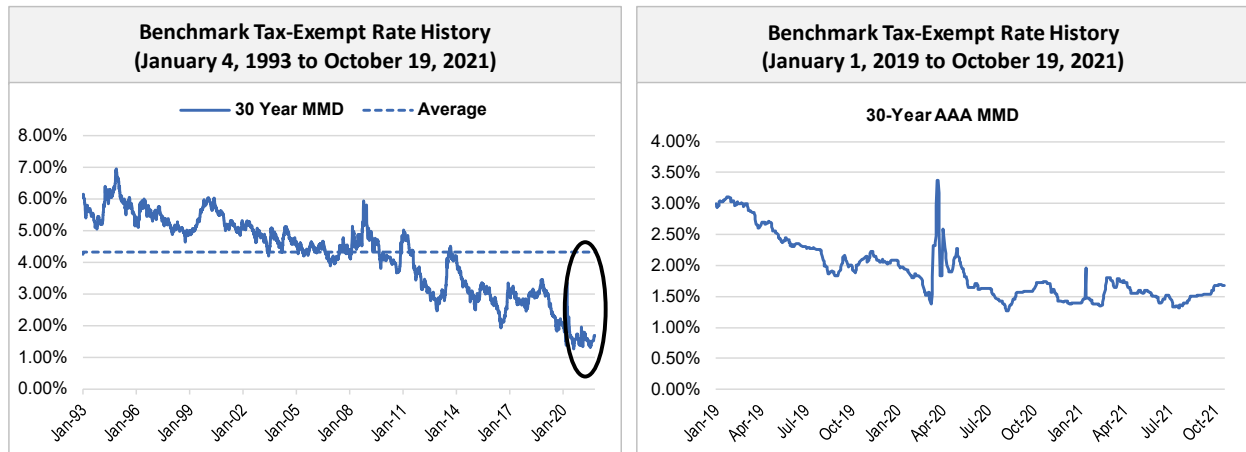
Long-Term Tax-Exempt and Taxable Interest Rates

The AAA Municipal Market Data (MMD) index (the industry accepted benchmark for tax-exempt rates) and U.S. Treasury rates remain low from a historical perspective. The two charts below show current interest rates relative to the recent highs and lows in the last 12 months. As seen in the chart, while higher than they were a year ago, the MMD has backed off from the March 2021 highs and remains below 2.0%. However, US Treasury rates have risen following the September FOMC meeting, where the Fed indicated rate hikes in 2022-2023 timeframe. For that reason, short-term rates are slightly higher than the previous high in March 2021 while long-term rates have backed-off from the March 2021 highs.



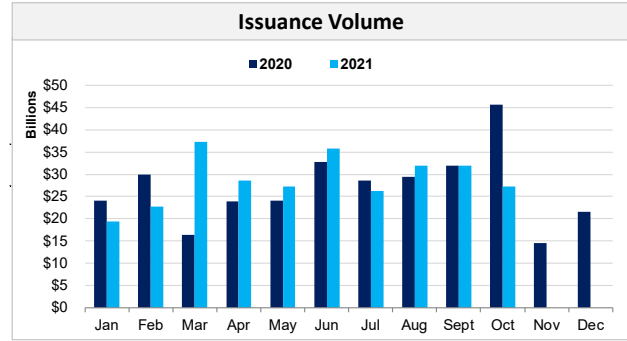
The uneven rate movement in municipal rates and US treasury rates in 2020 after the pandemic caused a severe “dislocation” in the municipal-to-treasury ratios, that is, municipal bonds and Treasuries diverged in pricing significantly. The ten-year ratio peaked to 250% versus a historic average of 80%. This ratio is an important measure as the relationship between municipal yields and Treasury yields determines their relative attractiveness to investors. By the end of 2020, the municipal market stabilized as investors reemerged as buyers of tax-exempt municipal debt. The ratio has since returned closer to a pre-pandemic levels, ranging from 70 to 80% in the last couple months since August.

The current 30-year AAA MMD bond yield is 1.68%, which is 0.41% or 41 basis points (bps) higher than it was on August 11, 2020, the historical minimum, and is still significantly lower than its historic average as seen in the chart above.

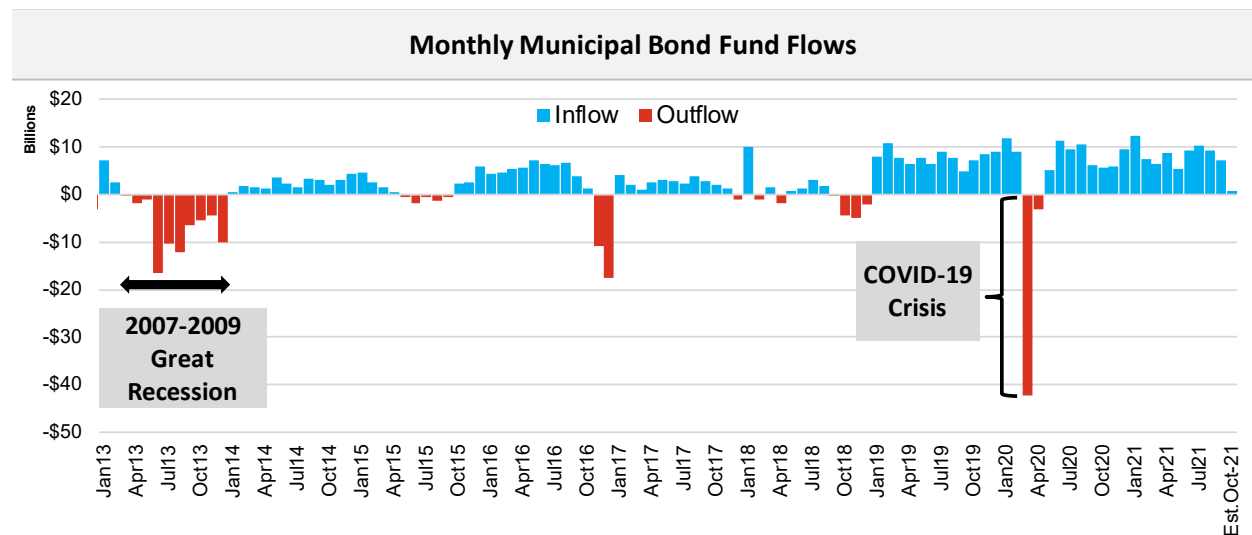


Municipal Market Supply and Demand

Fuelled by new money bonds, the year-to-date tax-exempt issuance through October, was \$288 billion, 0.57% higher than 2020. The \$397 billion combined taxable and tax-exempt issuance volume in 2021 is 7.03% lower than 2020 issuance volume through October. Taxable issuance dropped significantly in 2021 as most taxable advance refundings were accomplished in 2020.



Mutual funds are one of the largest investors in municipal bonds and the net inflow or net outflow from mutual funds is indicative of demand for municipal bonds. Municipal bond funds have seen consistent inflows since the extreme outflow in March 2020. Inflows from January through early October of 2021 totaled \$76.8 billion, indicative of strong investor demand.



Credit Spreads

Credit spreads widened significantly at the beginning of the COVID-19 crises. As investors returned to municipal markets, spreads narrowed for a short period before widening again on account of sustained low absolute rates and a heavy issuance calendar leading up to the presidential election. For instance, the pre-COVID-19 30-year spread to MMD for a California State GO bond widened to 40 bps at the peak of the crises from 5 bps before the pandemic. As positive signs of economic recovery prevail and demand for municipal credits continues to outpace supply, credit spreads have returned to pre-pandemic levels in 2021.

Going forward, investors and rating agencies continue to evaluate sectors and individual credits, inclusive of the actual and expected negative financial impacts of COVID-19 on global and domestic economy, which will drive credit spreads in the future.

Interest Rate Forecasts

The Fed left the target Fed Funds rate unchanged at its last FOMC meeting in September 2021 but indicated the expectation to begin tapering asset purchases this year. The Fed dropped the rate to zero in March 2020 and hasn't made any changes since. According to the latest available dot-plot half of the members now expect a rate hike in 2022.

The next table provides an average of interest rate forecasts by industry professionals. These are surveyed and compiled by Bloomberg. In line with the Fed's statement, the market now expects one rate hike in 2022, two more in 2023 and one in early 2024, for a total of four rate hikes. The two-year U.S. Treasury rate is forecasted to increase by 0.37% to 0.77% by end of 2022. The ten-year U.S. Treasury rate is forecasted to increase by 0.33% to 2.04% by the end of 2021. The 30-year U.S. Treasury rate is also forecast to increase by 0.54% to 2.60% by the end of 2021.

The Street's Interest Rate Forecast											
Forecast	10/19/21	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4 2022	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024
30-Year UST	2.06%	2.25%	2.36%	2.46%	2.54%	2.60%	2.72%	2.78%	2.90%	2.93%	3.04%
10-Year UST	1.61%	1.67%	1.78%	1.88%	1.96%	2.04%	2.18%	2.26%	2.38%	2.47%	2.56%
2-Year UST	0.40%	0.36%	0.45%	0.54%	0.64%	0.77%	0.96%	1.10%	1.27%	1.38%	1.52%
3M London Interbank Offered Rate	0.13%	0.18%	0.21%	0.26%	0.33%	0.43%	0.67%	0.80%	0.97%	1.08%	1.23%
Federal Funds Target Rate Upper Bound	0.25%	0.25%	0.25%	0.25%	0.30%	0.40%	0.55%	0.70%	0.90%	1.05%	1.25%
Federal Funds Target Rate Lower Bound	0.00%	0.00%	0.01%	0.02%	0.05%	0.14%	0.30%	0.45%	0.63%	0.78%	0.99%

Local Economy and Sales Tax Revenues

The COVID-19-related recession hit a strong and healthy San Diego economy, leading to massive job and income losses in 2020. With the progress of the vaccination campaign and the reopening of the economy, the recovery continues. The unemployment rate of 5.6% in September is well below its 15.9 % peak in April 2020 but remains more higher than in 2019 (3.2%). As elsewhere in the country, local companies are facing labor shortages as a result of lack of childcare options, persistent fears of contracting the virus, and generous unemployment benefits that only recently ended.

After dropping 2.1% in FY2020, sales tax revenue collection surged in FY2021 registering a 9.2% increase. Revenues so far in FY2022 are running over 20% ahead of last year through November. Besides the higher-than-expected impact of the Wayfair ruling¹, revenues have also benefited from robust spending on taxable items as a result of public income support (stimulus checks and supplemental unemployment benefits), the fast recovery in high-paying jobs, and the strong stock market. Behavior changes have also led to strong increases in spending on taxable goods, while spending on services decreased due to COVID-related restrictions.

In recent months, the recovery was strengthened and supported by additional government spending, the further reopening of the economy and the positive impact of vaccination on spending on services such as travel, restaurants, and entertainment. However, risks persist and the most recent indicators suggest some easing of the growth momentum as consumer spending and confidence weaken amid a resurgence of COVID cases and high inflation, compounded by supply-chain issues and worker shortages.

Income and consumption growth are nonetheless expected to remain robust and result in strong sales tax collection through the holiday season. Many economists are predicting a return to more normal conditions in 2022, but that is largely predicated on controlling COVID. Whether the spending patterns seen during the last few quarters remain post-pandemic is an open question.

The following tables provide a breakdown of sales tax collected, with a comparison by month for the past two fiscal years and the annual revenue beginning in FY 2009 (first year of the TransNet Extension Ordinance):

	<u>FY 2021</u>	<u>FY 2022</u>		<u>Annual Revenue</u>
July	\$30,054,981	\$43,209,697	FY 2009	\$221,991,360
August	\$23,241,853	\$24,271,096	FY 2010	\$204,191,748
September	\$28,184,070	\$32,823,354	FY 2011	\$221,304,014
October	\$33,250,387	\$38,064,769	FY 2012	\$236,947,113
November	\$21,727,813	\$28,370,272	FY 2013	\$247,221,162
December	\$27,118,087		FY 2014	\$260,114,931
January	\$27,774,372		FY 2015	\$268,840,549
February	\$29,002,151		FY 2016	\$275,500,023
March	\$25,119,644		FY 2017	\$284,456,260
April	\$27,532,810		FY 2018	\$294,501,324
May	\$29,440,191		FY 2019	\$312,303,669
June	\$31,552,208		FY 2020	\$305,851,214
Total	\$333,998,568	\$166,739,187	FY 2021	\$333,998,568
			FY 2022	\$166,739,187
			Total	\$3,633,961,121

¹ The U.S. Supreme Court's Ruling in *South Dakota v. Wayfair Inc.*, ruled that states have the right to tax online sales and broadened their ability to tax online sales when the seller is located in another state. The ruling had a one-time permanent impact on the level of revenues from Quarter 4 2020 onwards.

SANDAG Debt Portfolio Overview and Looking Ahead

Commission Outstanding Debt Overview

SANDAG, serving as the San Diego County Regional Transportation Commission, has \$2.4 billion of outstanding long-term debt, including the Series 2021A and 2021B Bonds and the Series 2021A Short-Term Notes (Notes) issued in March 2021.

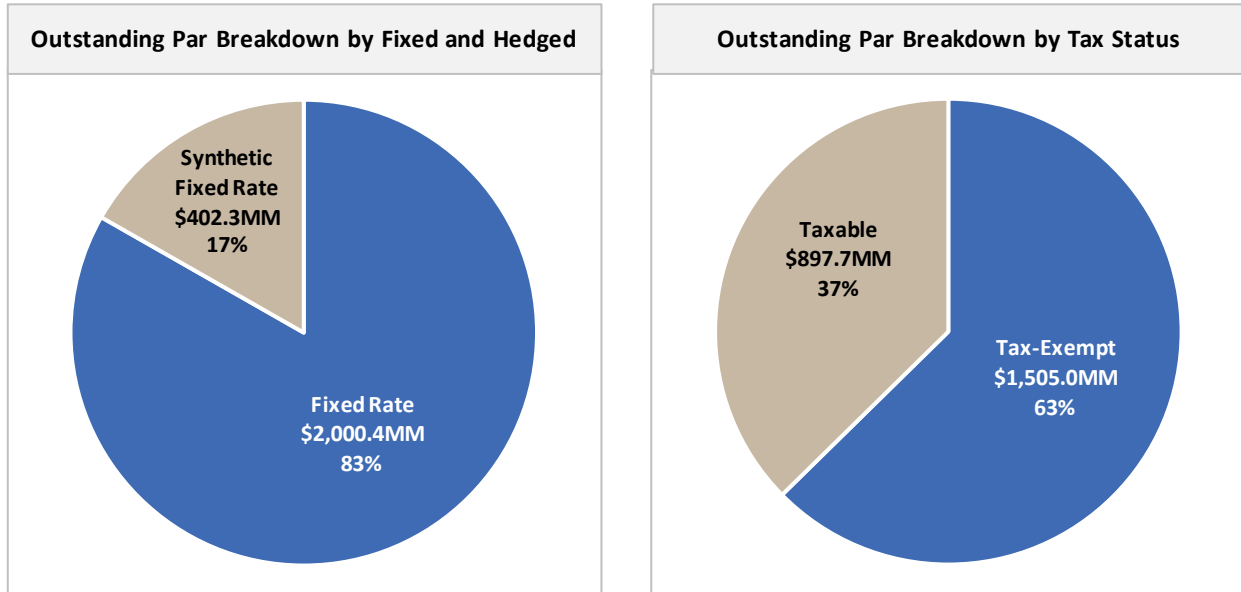
The Series 2021A and 2021B Bonds refunded the callable portion of the Series 2014A Bonds for a total of \$21.7million net present value savings, while also providing about \$130.4 million funding for projects.

The Series 2021A Notes refunded the Series 2018A Notes with a lower interest rate and extended the final maturity from June 30, 2021, to October 1, 2022. In addition, on January 14, 2021, SANDAG renegotiated the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan to a lower interest rate of 1.75% through 2046 compared to the prior interest rate of 2.72%. Together the extension of the Notes and the TIFIA refinancing resulted in an aggregate debt service savings of \$131.2 million through 2046. The TIFIA loan is undrawn and does not represent an obligation of SANDAG at this time. A summary of the outstanding bonds is tabulated and graphically presented below.

Summary of Outstanding Debt						
Series	Tax Status	Coupon Type	Original Issue Size	Outstanding Par	Call Option	Final Maturity
2008A	Tax-Exempt	Variable Rate	\$150,000,000	\$100,575,000	Current	4/1/2038
2008B	Tax-Exempt	Variable Rate	\$150,000,000	\$100,575,000	Current	4/1/2038
2008C	Tax-Exempt	Variable Rate	\$150,000,000	\$100,575,000	Current	4/1/2038
2008D	Tax-Exempt	Variable Rate	\$150,000,000	\$100,575,000	Current	4/1/2038
2010A	Taxable	Fixed Rate	\$338,960,000	\$338,960,000	Make-Whole	4/1/2048
2012A	Tax-Exempt	Fixed Rate	\$420,585,000	\$20,965,000	4/1/2022	4/1/2022
2014A	Tax-Exempt	Fixed Rate	\$350,000,000	\$18,475,000	4/1/2024	4/1/2024
2016A	Tax-Exempt	Fixed Rate	\$325,000,000	\$302,610,000	4/1/2026	4/1/2048
2019A	Taxable	Fixed Rate	\$442,620,000	\$442,620,000	4/1/2030	4/1/2048
2020A	Taxable	Fixed Rate	\$74,820,000	\$73,280,000	4/1/2030	4/1/2048
2021A	Taxable	Fixed Rate	\$149,840,000	\$149,840,000	4/1/2031	4/1/2048
2021B	Tax-Exempt	Fixed Rate	\$116,150,000	\$116,150,000	4/1/2031	4/1/2039
2021A Notes	Tax-Exempt	Fixed Rate	\$537,480,000	\$537,480,000	Non-Callable	10/1/2022
Total			\$3,355,455,000	\$2,402,680,000		
Summary of TIFIA Loan Commitment						
Series	Tax Status	Coupon Type	Original Issue Size	Outstanding Par	Call Option	Final Maturity
TIFIA*	Taxable	Fixed-Rate	\$537,484,439	\$0	Anytime	10/1/2045
Total with Loan Commitment				\$2,402,680,000		

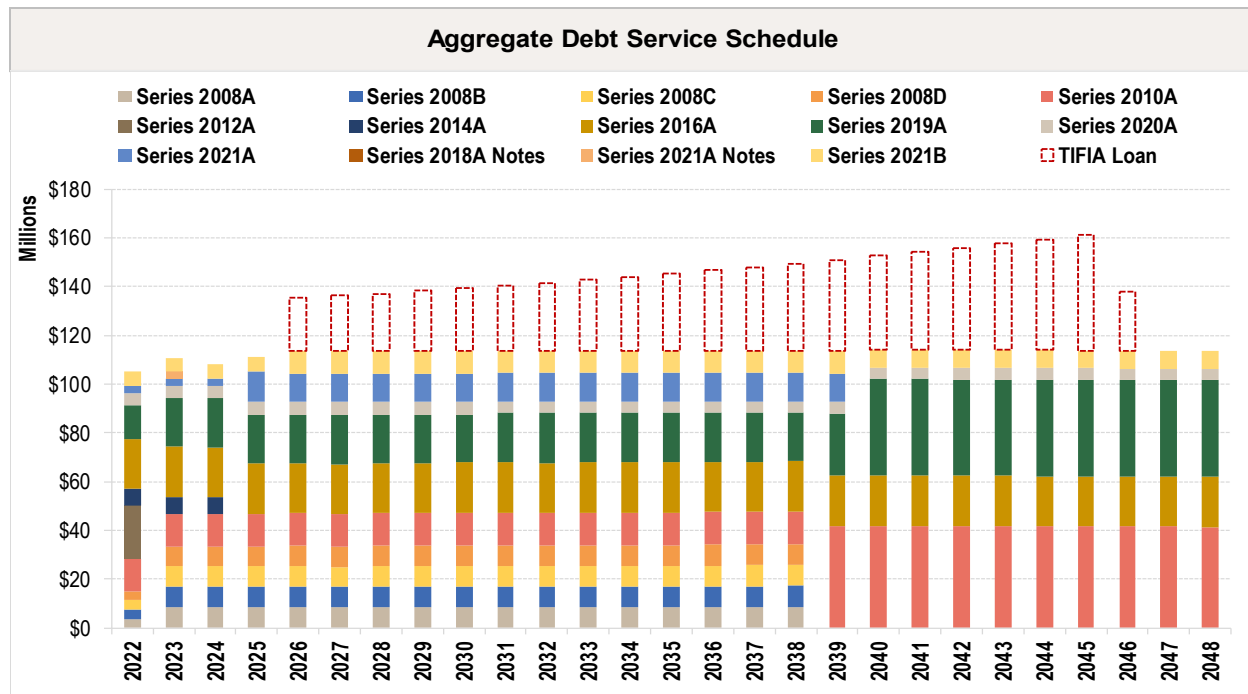
* The TIFIA loan will be drawn to retire the 2021A Notes. The simultaneous draw on the TIFIA loan and the retirement of the 2021A Notes will have an offsetting impact and will not increase the number of total obligations outstanding.

Of the total debt portfolio, 17% consists of synthetic, fixed-rate bonds (variable-rate bonds hedged with fixed-payer interest rate swaps), and the remaining 83% are fixed-rate bonds.



Debt Service and Coverage

SANDAG has debt obligations on three separate lien levels, providing different priority of sales tax payment to investors based on their respective lien level. Senior lien obligations are paid first, followed by subordinate lien obligations and then junior subordinate lien obligations (i.e., TIFIA loan). This three-tiered lien structure has been developed by SANDAG to maximize program capacity, keep senior lien ratings as high as possible, and minimize borrowing costs.



The TIFIA loan is repayable from a third lien that is subordinate to the senior lien bonds, the 2021B Bonds, the 2021A Notes, and the commercial paper. SANDAG's has a level debt service profile with senior lien annual debt service ranging from \$100.2 million to \$106.7 million per year through FY 2048. The aggregate senior and subordinate lien debt service ranges from \$105.3 million to \$114.1 million. Assuming SANDAG draws on the TIFIA loan as expected to complete the Mid-Coast Corridor Transit Project, SANDAG aggregate debt service will peak at \$161.2 million in FY 2045.

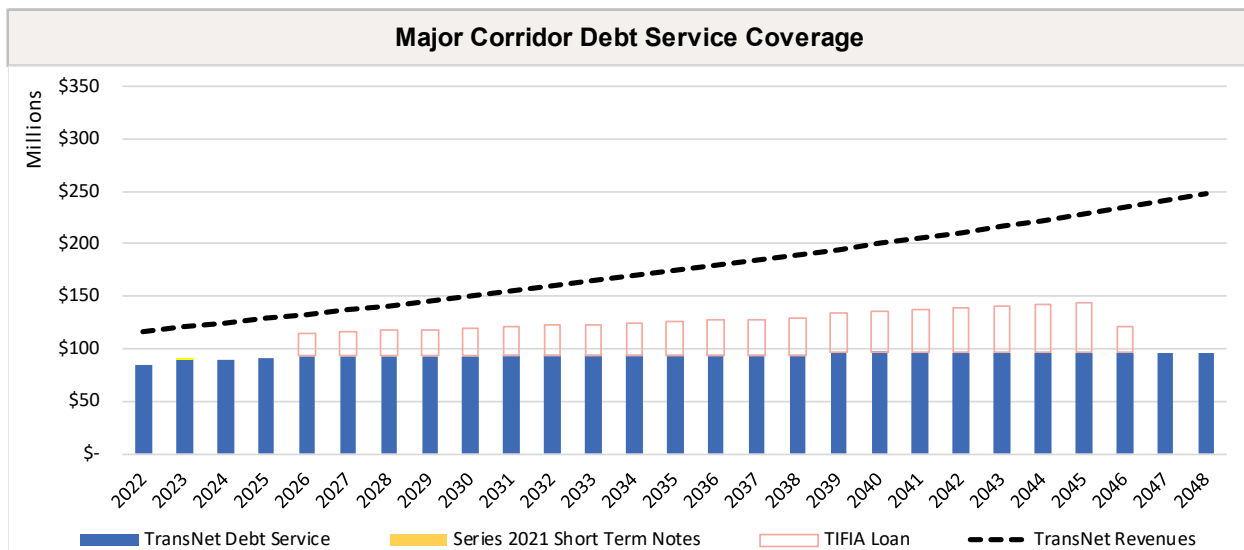
Senior lien debt service coverage, using sales tax receipts of \$334 million for the 12 months ending June 30, 2021, is 3.13 times. Meaning, for every \$1 of senior lien debt service, SANDAG received \$3.13 of sales tax revenue providing ample coverage, supporting SANDAG senior lien triple-A ratings. Total coverage, when comparing the annual revenues for the 12 months ending June 30, 2021, to peak debt service (including assumed debt service on the undrawn TIFIA loan) in FY 2045, is 1.99 times.

Major Corridors Coverage

In accordance with the TransNet Ordinance, the Major Corridors subprogram receives 38% of TransNet revenues after allocations for administrative and ITOC expenses. Major Corridors is the most capital-intensive program, funding various projects, including the Mid-Coast Corridor Transit Project. Costs associated with these projects can and have been funded with tax-exempt bonds. SANDAG Board Policy No. 036: San Diego County Regional Transportation Commission Debt Policy, dictates that the Major Corridors subprogram (and other TransNet subprograms) maintain an annual debt service coverage ratio of at least 1 times, meaning that for every \$1 of TransNet revenue, there is no more than \$1 of debt service allocated to the subprogram in any given year. Board Policy No. 036, Section 2.3, states as follows:

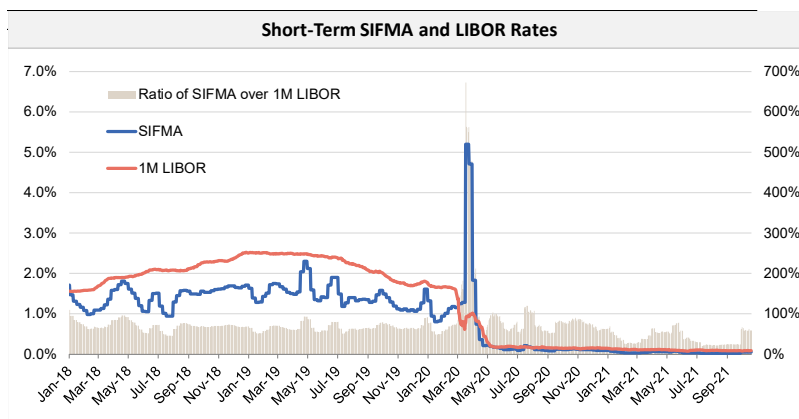
2.3 Borrowing requirements are determined for each eligible sub-program and debt service is allocated to each sub-program based upon its pro rata share of bond proceeds. It is the general principal for the TransNet Plan of Finance that the annual debt service for each sub-program be less than the annual sales tax revenue allocated to a sub-program on an annual basis. This 1.0 times program debt service coverage requirement ensures that no single sub-program incurs more debt than it can afford.

For planning purposes, debt service has been structured using a forecast of sales tax receipts. Based on this forecast, coverage in the Major Corridors Program is estimated at 1.42 times in FY 2022. Annual coverage is forecast to dip again to 1.17 times when the TIFIA loan begins to amortize in FY 2026 based on the most recent revenue forecast. The TIFIA debt service structure in the Major Corridors Program increases over time, in anticipation of increased sales tax revenue.



Recent Variable-Rate Demand Bond and Swap Mark-to-Market Performance

SANDAG has \$402.3 million of outstanding variable-rate demand bonds (VRDBs) (Series 2008A, B, C, and D), as shown below. These VRDBs are backed by standby bond purchase agreements from certain financial institutions. The interest rates on these bonds reset weekly through a remarketing process. As a performance measure, the bonds are compared to the Securities Industry and Financial Markets Association (SIFMA) benchmark index.



SIFMA is a variable rate index that resets weekly and, as such, can be volatile reacting to near-term market conditions. It briefly spiked to 5.2% in late March 2020 on account of COVID-19 related market disruptions. Redemptions in short-term money market funds caused short-term municipal supply-demand imbalances, which resulted in severe challenges in remarketing municipal short-term debt and sharp increases to the SIFMA rate. Both the fiscal and monetary stimulus effectively calmed investors. Subsequently SIFMA has dropped and currently is near-zero at 0.05% as of October 19, 2021, or 58% of the 1-Month LIBOR. That ratio is historically about 70% but is currently not meaningful given how low the absolute rates are for both SIFMA and LIBOR. SANDAG VRDBs continued to trade well compared to SIFMA. The volatility in 2020 was short-lived and is effectively hedged by SANDAG’s interest rate swaps.

SANDAG Series 2008A–D VRDB Resets Since December 31, 2015					
Series	SBPA Provider	Remarketing Agent	Reset Average	SIFMA Average	Spread to SIFMA
2008A	JPMorgan Chase Bank, N.A.	Barclays Capital Inc.	0.70%	0.81%	-11 bps
2008B	JPMorgan Chase Bank, N.A.	Goldman, Sachs & Company	0.70%	0.81%	-11bps
2008C	Bank of America, N.A.	JPMorgan Securities LLC	0.70%	0.81%	-11 bps
2008D	State Street	Stifel, Nicolaus & Company, Inc.	0.70%	0.81%	-11 bps

SANDAG also has \$402.3 million of fixed-payer interest rate swaps outstanding, the purpose of which is to hedge the interest rate variability associated with the \$402.3 million of variable-rate bonds. Additionally, SANDAG has \$280.2 million of basis swaps outstanding. Under the basis swaps, which became effective on April 1, 2018, SANDAG pays its counterparty a floating interest rate payment based on the SIFMA index and receives a floating payment based on 107.4% of three-month LIBOR. The market value of the SANDAG swap portfolio changes with interest rate fluctuations. The mark-to-market (MTM) valuation is negative \$89,690,681; meaning SANDAG would need to pay approximately \$89.69 million to terminate the entire swap portfolio in the current market. The swaps are performing as expected. Additionally, SANDAG is not required to post collateral under the swap agreements.

Swap Portfolio Overview								
Associated Series	SANDAG Pays	SANDAG Receives	Trade Date	Effective Date	Maturity Date	MTM Value (As of 10/22/2021)	Notional Outstanding	Bank Counterparty
Series 2008	3.8165%	65% of USD-LIBOR until 4/2018; SIFMA Swap Index thereafter	5/23/2012	5/23/2012	4/1/2038	(\$30,130,414.63)	\$134,100,000	Bank of America, N.A. (Aa2/A+/AA-)
Series 2008	3.8165%	65% of USD-LIBOR until 4/2018; SIFMA Swap Index thereafter	5/23/2012	5/23/2012	4/1/2038	(\$30,130,414.63)	\$134,100,000	Goldman Sachs Mitsui Marine Derivative Products, L.P. (Aa2/AA-/NA)
Series 2008	3.4100%	65% of USD-LIBOR	5/23/2012	5/23/2012	4/1/2038	(\$29,429,851.67)	\$134,100,000	Bank of America, N.A. (Aa2/A+/AA-)
Total Fixed-Payer Swaps						(\$89,690,680.93)	\$402,300,000	
Series 2008	SIFMA Swap Index	107.4% of 3-month USD-LIBOR	3/19/2009	4/1/2018	4/1/2038	\$5,336,384.09	\$140,100,000	Barclays Bank PLC (A1/A/A+)
Series 2008	SIFMA Swap Index	107.4% of 3-month USD-LIBOR	3/19/2009	4/1/2018	4/1/2038	\$5,336,384.09	\$140,100,000	Barclays Bank PLC (A1/A/A+)
Total Index Conversion Swaps						\$10,672,768.18	\$280,200,000	
Total Combined						(\$79,017,912.75)	\$682,500,000	

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Cost of Capital

SANDAG has a very attractive weighted average cost of capital (WACC) of 2.75%. The average cost has recently decreased due to the low rates on the Series 2021 Notes and the Series 2021A&B Bonds. This cost can vary based on swap performance and the cost of liquidity to support the variable-rate debt.

The 2008A–D bonds, with the current swap rate and associated fees, provide a cost of capital equal to 4.13%. The 2010A bonds were issued as taxable Build America Bonds and have a borrowing cost of 3.89%. The 2012A, 2014A, 2016A, and 2020A bonds were issued at an all-in cost of 3.72%, 3.85%, 3.29%, and 2.62% respectively. The 2019A refunding bonds that refunded a part of 2012A and 2014A bonds were issued at an all-in cost of 3.19%. The taxable 2021A bonds refunded a portion of the remaining 2014A bonds were issued at an all-in cost of 2.21%. The tax-exempt 2021B bonds raised new money funding as well as refunded a portion of the 2014A bonds and issued at an all-in cost of 2.71%. The 2021A Short-Term Notes have a borrowing cost of 0.31%. Taken together, SANDAG has issued about \$2.0 billion in long-term debt to accelerate project delivery and for refunding, for a WACC of 2.75%.

SANDAGs WACC Calculations					
Synthetic Fixed Rate:					
Series	Par Post 2012 Refunding	Swap Rate	SBPA Fee	Remarketing Agent Fee	Cost of Capital
2008A	\$100,575,000	3.8165%	0.390%	0.06%	4.2665%
2008B	\$100,575,000	3.8165%	0.390%	0.06%	4.2665%
2008C1	\$67,050,000	3.8165%	0.450%	0.06%	4.3265%
2008C2	\$33,525,000	3.4100%	0.450%	0.06%	3.9200%
2008D	\$100,575,000	3.4100%	0.340%	0.06%	3.8100%
2008 Weighted Average					4.1335%
Fixed Rate:					
Series	Par Post 2021 Refunding	-	-	-	All-in True Interest Cost
2010A	\$338,960,000	-	-	-	3.8871%
2012A	\$59,635,000	-	-	-	3.7167%
2014A	\$24,055,000	-	-	-	3.8507%
2016A	\$325,000,000	-	-	-	3.2947%
2019A	\$442,620,000	-	-	-	3.1890%
2020A	\$74,820,000	-	-	-	2.6226%
2021A	\$149,840,000	-	-	-	2.2136%
2021B	\$116,150,000	-	-	-	2.7146%
2021A Notes	\$537,480,000	-	-	-	0.3123%
Total Weighted Average Without TIFIA Loan					2.7473 %

Credit Ratings

SANDAG's debt secured by *TransNet* sales tax revenues is rated by Standard and Poor's (S&P) and Fitch as shown here. The ratings were most recently reviewed and confirmed in March 2021.

SANDAG Ratings (TransNet)		
Lien	S&P	Fitch
Senior Lien	AAA/Stable	AAA/Stable
Subordinate Lien Notes	AA/Stable	AA/Stable
Third Lien TIFIA Loan	A+/Stable	A/Stable

Commercial Paper

In addition to the long-term debt, SANDAG has a short-term Commercial Paper Program supported by a Letter of Credit (LOC) from Bank of America Merrill Lynch. The Commercial Paper Program was authorized at \$100 million and has a current outstanding balance of \$49.9 million as of September 30, 2021, when it was remarketed out 92 days, at a rate of 0.08%. The supporting LOC was procured in September 2018 at the low cost of 0.32% for three years. In August of 2021 SANDAG staff completed the process of renewing the LOC facility for an additional three years at an annual cost of 0.30%.

SANDAG: Debt Portfolio Overview and Update

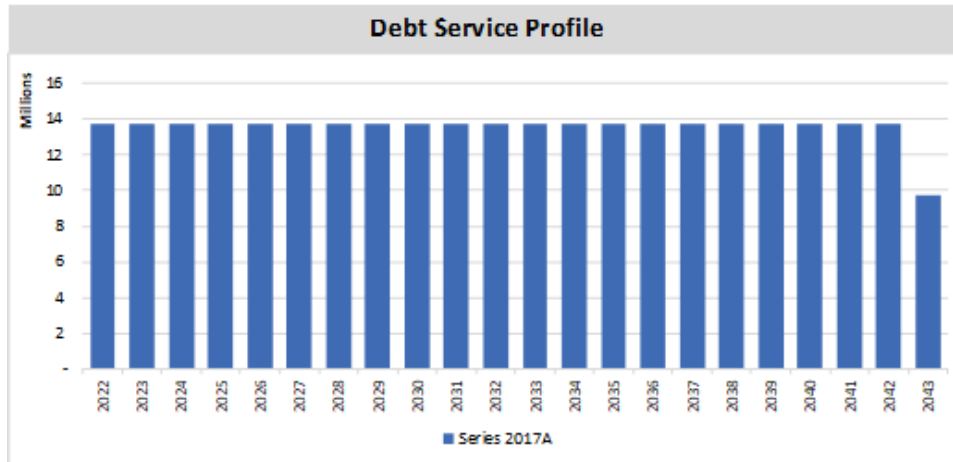
SANDAG has debt outstanding in conjunction with the South Bay Expressway toll road as well as the Mid-Coast Corridor Transit Project as summarized in the table below.

Summary of Outstanding Debt						
South Bay Expressway						
Series	Tax Status	Coupon Type	Original Par	Outstanding Par	Call Date	Final Maturity
2017A	Tax-Exempt	Fixed-Rate	\$194,140,000	177,455,000	7/1/2027	7/1/2042
Mid-Coast Corridor Transit Project						
Series	Tax Status	Coupon Type	Original Issue Size	Outstanding Par	Call Date	Final Maturity
2019A	Tax-Exempt	Fixed-Rate	\$210,000,000	\$210,000,000	one year before maturity	11/15/2026
2019B	Tax-Exempt	Fixed-Rate	\$125,000,000	\$125,000,000	NA (turbo redemption)	11/15/2027
Total				\$335,000,000		

South Bay Expressway

The SANDAG debt portfolio for South Bay Expressway (SBX) is comprised of a single bond series. In November 2017, SANDAG issued Toll Revenue First Senior Lien Bonds, 2017 Series A to refinance indebtedness incurred with the acquisition of SBX. The bonds are secured from the toll revenues generated on SBX, net of operating expenses. As of July 1, 2021, the debt outstanding is \$177.5 million. An annual debt service chart is provided presented below.

The annual payment on the bonds is level at about \$13.8 million through final maturity in FY 2043. Based on annual net toll revenues of \$18.7 million for FY 2021, the coverage on future maximum annual debt service payment was 1.36 times. This is owing to the lower traffic and revenue in FY 2021 due to COVID-19 pandemic. However, with a contribution from reserves, permitted under the bond indenture, SANDAG was able to satisfy the 1.5 times Rate Covenant for FY 2021. With toll violations reinstated and improvement in traffic levels, it is anticipated that the covenant will be met in FY 2022 as well.



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Mid-Coast Corridor Transit Project

SANDAG issued \$335 million Capital Grant Receipts Revenue Bonds, Series 2019A and Series 2019B in August 2019 to provide funding for the Mid-Coast Project. A summary of the outstanding debt is provided in the table above. The bonds are secured solely by future grants under the Full Funding Grant Agreement (FFGA) with the Federal Transit Administration (FTA) signed in 2016. A schedule of grants in the FFGA, detailed below, provides for a commitment of \$100 million annually starting 2016 through 2026. To date SANDAG has received \$627 million of the total \$1.043 billion committed under the FFGA. A majority of the remaining grant receipts have been pledged for the repayment of the bonds.

FFGA Grant Receipts (Received and Anticipated)			
Federal FY	Original Grant Commitment	Grants Received	Grants Anticipated
2016	\$100,000,000	\$100,000,000	-
2017	\$125,000,000	\$50,000,000	-
2018	\$100,000,000	\$180,024,740	-
2019	\$100,000,000	\$100,000,000	-
2020	\$100,000,000	\$100,000,000	-
2021	\$100,000,000	\$97,710,967	-
2022	\$100,000,000	-	\$100,000,000
2023	\$100,000,000	-	\$100,000,000
2024	\$100,000,000	-	\$100,000,000
2025	\$100,000,000	-	\$100,000,000
2026	\$18,380,000	-	\$13,355,260
Total	\$1,043,380,000	\$627,735,707	\$413,355,260
Total Debt Outstanding			\$335,000,000

The bonds have a stated maturity schedule that is conservative. The first principal payment is scheduled for November 15, 2023, with interest-only payment until then. Should future grants installments be received as scheduled in the FFGA, SANDAG has the option to call the bonds early. Series 2019B also has certain turbo redemption provisions that cause excess grant revenues to be automatically applied to redeeming bonds early. While the average life based on the stated maturity schedule is 6.7 year, the bonds are expected to be repaid a couple years sooner with an average life of 4.6 years. Furthermore, SANDAG achieved a very attractive rate of interest on the bonds. The cost of capital or the all-in true interest cost (TIC) on the bonds is 1.91% under the stated case but could end up being as low as 1.57% if grants arrive on schedule and the debt is retired sooner, as in the expected case.

The bonds and the structure achieved an investment grade "A-" rating from S&P along with a stable outlook. The outlook on debt supported by federal grants was not affected due to the COVID-19 related S&P outlook revisions in March and April.

Looking Ahead

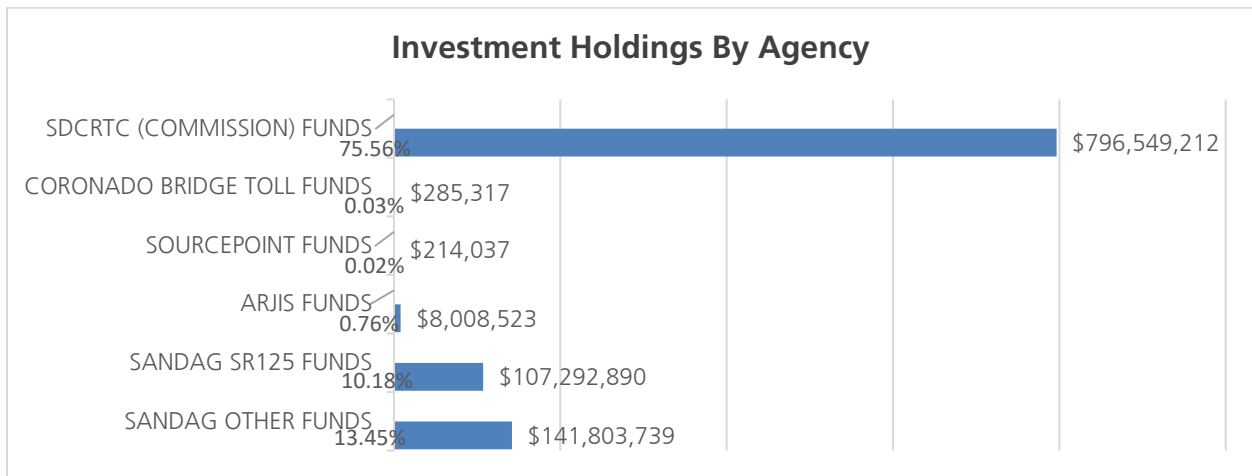
SANDAG is in the process of releasing the bond proceeds currently held in the debt service reserve fund (DSRF) of 2008A-D VRDBs in the approximately amount of \$17 million which may go to support projects currently under construction. That release should be completed during the first week in December, 2021. Additionally, SANDAG staff is considering options to increase our short-term liquidity by increasing the size of our CP program to \$200 million or, alternatively, establishing a line of credit with a commercial bank. The purpose of the increase is to manage short-term cash flow needs where capital expenses that are incurred prior to the receipt of federal and state grant funds.

Quarterly Investment Data

Included with this quarterly finance report through September 30, 2021, are a Detail of Portfolio Balances (by Account); and a Detail of Portfolio Balances (by Investment Type) for all money under the direction or care of SANDAG, including funds of the Commission, SourcePoint, and the Automated Regional Justice Information System (ARJIS).

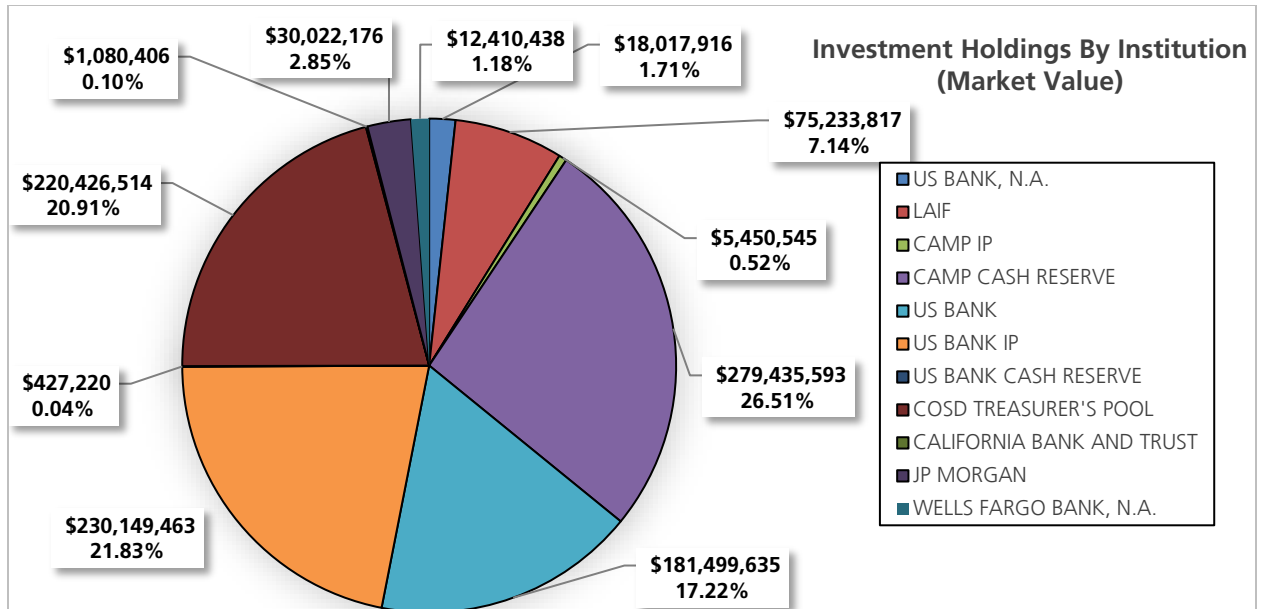
As of September 30, 2021, a total of \$1.05 billion was held by SANDAG in a number of investment accounts, in comparison to \$1.02 billion held in the previous quarter. The \$32.0 million increase during the quarter is primarily due to an increase in sales tax receipts in the first quarter.¹

The chart below provides a summary of the holdings by Agency.



Approximately \$18.0 million was held in nine U.S. Bank, N.A. accounts at the end of the quarter, which are used for operating purposes. Approximately \$1.04 billion was invested in seven institutions.

¹ Due to rounding, the numbers below may not tie to the attached detail of investments.



The Finance Department has continued to implement the Board of Directors investment objectives of safety, liquidity, and return on investment for the SANDAG investment portfolio. These will continue to be important investment objectives for the future.

Certifications

The Chief Financial Officer reports that this investment portfolio, together with the authorized short-term Commercial Paper Program, will provide the necessary liquidity to meet the expenditure requirements of SANDAG, the Commission, ARJIS, and SourcePoint for the next six months. This portfolio is in compliance with state law and Board Policy No. 003: Investment Policy.

The Chief Financial Officer reports that there has not been any material event involving outstanding swap agreements, nor has there been any default by a swap counterparty or counterparty termination.

SANDAG
Summary of Portfolio Balances (by Institution)
as of September 30, 2021

Institution	Book Value	Percent of Portfolio	Market Value	Market Price	Unrealized Gain/(Loss)	Yield on Cost	Wtd Avg. Days to Maturity
US BANK, N.A.	\$ 18,017,915.70	0.00%	\$ 18,017,915.70	100.00%	\$ -	N/A	1
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND	75,233,816.97	0.00%	75,233,816.97	100.00%	-	0.20%	321
CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP) INDIVIDUAL PORTFOLIO	5,436,974.50	0.00%	5,450,545.00	100.25%	13,570.50	0.33%	648
CAMP CASH RESERVE PORTFOLIO	279,435,592.33	0.00%	279,435,592.33	100.00%	-	0.05%	53
US BANK TRUST	181,499,634.50	0.00%	181,499,634.50	100.00%	-	0.01%	8
US BANK INDIVIDUAL PORTFOLIO	228,571,116.39	0.00%	230,149,462.55	100.69%	1,578,346.16	1.36%	745
US BANK CASH RESERVE PORTFOLIO	427,219.55	0.00%	427,219.55	100.00%	-	0.00%	1
SAN DIEGO COUNTY TREASURER'S POOLED MONEY FUND	220,426,514.20	0.00%	220,426,514.20	100.00%	-	0.73%	675
JP MORGAN	30,026,173.28	0.00%	30,022,175.77	99.99%	(3,997.51)	0.06%	37
CALIFORNIA BANK AND TRUST	1,080,405.69	0.00%	1,080,405.69	100.00%	-	N/A	1
WELLS FARGO BANK, N.A.	11,364,674.51	0.00%	12,410,437.53	109.20%	1,045,763.02	1.73%	1
TOTAL	<u>\$ 1,051,520,037.62</u>	<u>0.00%</u>	<u>\$ 1,054,153,719.79</u>	<u>100.25%</u>	<u>\$ 2,633,682.17</u>	<u>0.51%</u>	<u>347</u>

Summary of Portfolio Balances (by Agency)

Agency	Book Value	Percent of Portfolio	Market Value	Market Price	Unrealized Gain/(Loss)	Yield on Cost	Wtd Avg. Days to Maturity
SANDAG FUNDS	\$ 227,600,866.25	21.64%	\$ 228,646,629.27	100.46%	\$ 1,045,763.02	0.19%	88
AUTOMATED REGIONAL JUSTICE INFORMATION SYSTEM FUNDS	8,008,523.37	0.76%	8,008,523.37	100.00%	-	0.28%	258
SOURCEPOINT FUNDS	214,037.35	0.02%	214,037.35	100.00%	-	0.73%	577
CORONADO BRIDGE TOLL FUNDS	285,317.43	0.03%	285,317.43	100.00%	-	0.05%	53
SAN DIEGO COUNTY REGIONAL TRANSPORTATION COMMISSION FUNDS	815,411,293.22	77.55%	816,999,212.37	100.19%	1,587,919.15	0.59%	420
TOTAL	<u>\$ 1,051,520,037.62</u>	<u>100.00%</u>	<u>\$ 1,054,153,719.79</u>	<u>100.25%</u>	<u>\$ 2,633,682.17</u>	<u>0.51%</u>	<u>347</u>

Note: In addition to the funds held above, there is \$4,950 petty cash held at SANDAG.

SANDAG
Detail of Portfolio Balances (by Account)
as of September 30, 2021

Institution / Account	Book Value	Percent of Portfolio	Market Value	Market Price	Unrealized Gain/(Loss)	Yield on Cost	Wtd Avg. Days to Maturity
US BANK, N.A.:							
Checking - (ARJIS)	\$ 209,849.42	0.02%	\$ 209,849.42	100.00%	\$ -	N/A	1
Checking - (RTC) TransNet Sales Tax	260,195.37	0.02%	260,195.37	100.00%	-	N/A	1
Checking - (SANDAG) Flexible Spending Acct (FSA)	51,596.21	0.00%	51,596.21	100.00%	-	N/A	1
Checking - (SANDAG) General	6,984,511.27	0.66%	6,984,511.27	100.00%	-	N/A	1
Checking - (SANDAG) Interstate 15 (I-15) FasTrak®	2,554,093.10	0.24%	2,554,093.10	100.00%	-	N/A	1
Checking - (SANDAG) Refund Account Common	289,311.55	0.03%	289,311.55	100.00%	-	N/A	1
Checking - (SANDAG) Revenue Account Common	404,865.02	0.04%	404,865.02	100.00%	-	N/A	1
Checking - (SANDAG) SAFE Program Account	964,867.67	0.09%	964,867.67	100.00%	-	N/A	1
Checking - (SANDAG) State Route 125 (SR-125) Collection Account	140,298.99	0.01%	140,298.99	100.00%	-	N/A	1
Checking - (SANDAG) State Route 125 (SR-125) Payment Account	6,127,048.58	0.58%	6,127,048.58	100.00%	-	N/A	1
Checking - (SourcePoint)	31,278.52	0.00%	31,278.52	100.00%	-	N/A	1
TOTAL US BANK, N.A.	\$ 18,017,915.70	1.71%	\$ 18,017,915.70	100.00%	\$ -	N/A	1
STATE OF CA LOCAL AGENCY INVESTMENT FUND (LAIF):							
(RTC) TransNet	\$ 74,356,757.23	7.07%	\$ 74,356,757.23	100.00%	\$ -	0.20%	321
(SANDAG)	877,059.74	0.08%	877,059.74	100.00%	-	0.20%	321
TOTAL LAIF	\$ 75,233,816.97	7.15%	\$ 75,233,816.97	100.00%	\$ -	0.20%	321
CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP):							
INDIVIDUAL PORTFOLIO:							
(RTC) TransNet 2008 Bond Proceeds A/B/C/D Reserve Fund	\$ 5,436,974.50	0.52%	\$ 5,450,545.00	100.25%	\$ 13,570.50	0.33%	648
TOTAL INDIVIDUAL PORTFOLIO	\$ 5,436,974.50	0.52%	\$ 5,450,545.00	100.25%	\$ 13,570.50	0.33%	648
CASH RESERVE PORTFOLIO:							
(ARJIS)	\$ 5,145,423.09	0.49%	\$ 5,145,423.09	100.00%	\$ -	0.05%	53
(RTC) 2008 Bond Series A - Principal	1.00	0.00%	1.00	100.00%	-	0.05%	53
(RTC) 2008 Bond Series A/B/C/D Reserve Fund	11,732,177.58	1.12%	11,732,177.58	100.00%	-	0.05%	53
(RTC) 2008 Bond Series B - Principal	1.00	0.00%	1.00	100.00%	-	0.05%	53
(RTC) 2008 Bond Series C - Principal	1.00	0.00%	1.00	100.00%	-	0.05%	53
(RTC) 2008 Bond Series D - Principal	1.00	0.00%	1.00	100.00%	-	0.05%	53
(RTC) 2008 Sales Tax Account - TransNet Extension	87,709,567.92	8.34%	87,709,567.92	100.00%	-	0.05%	53
(RTC) 2010 Bond Series A - Interest	10,018,995.45	0.95%	10,018,995.45	100.00%	-	0.05%	53
(RTC) 2012 Bond Series A - Interest	524,554.38	0.05%	524,554.38	100.00%	-	0.05%	53
(RTC) 2012 Bond Series A - Principal	10,483,554.75	1.00%	10,483,554.75	100.00%	-	0.05%	53
(RTC) 2014 Bond Series A Interest	3,321,502.42	0.32%	3,321,502.42	100.00%	-	0.05%	53
(RTC) 2014 Bond Series A Principal	2,930,184.07	0.28%	2,930,184.07	100.00%	-	0.05%	53
(RTC) 2016 Bond Series A Interest	7,566,121.98	0.72%	7,566,121.98	100.00%	-	0.05%	53
(RTC) 2016 Bond Series A Principal	2,767,819.04	0.26%	2,767,819.04	100.00%	-	0.05%	53
(RTC) 2020 Bond Series A Interest	1,738,574.38	0.17%	1,738,574.38	100.00%	-	0.05%	53
(RTC) 2020 Bond Series A Principal	810,093.37	0.08%	810,093.37	100.00%	-	0.05%	53
(RTC) Custody Account	15,540.07	0.00%	15,540.07	100.00%	-	0.05%	53
(RTC) Sage Hill Endowment	877,532.07	0.08%	877,532.07	100.00%	-	0.05%	53

Institution / Account	Book Value	Percent of Portfolio	Market Value	Market Price	Unrealized Gain/(Loss)	Yield on Cost	Wtd Avg. Days to Maturity
(RTC) TransNet Program Reserve	56,301,525.89	5.35%	56,301,525.89	100.00%	-	0.05%	53
(RTC) Wetland Mitigation TransNet Sales Tax	311,376.80	0.03%	311,376.80	100.00%	-	0.05%	53
(SANDAG) 2019 Series AB Cap- I Fund	101,283.44	0.01%	101,283.44	100.00%	-	0.05%	53
(SANDAG) 2019 Series AB DSR Fund	12,757,787.66	1.21%	12,757,787.66	100.00%	-	0.05%	53
(SANDAG) California Coastal Commission	1,054,671.04	0.10%	1,054,671.04	100.00%	-	0.05%	53
(SANDAG) Coronado Bridge Toll Funds	285,317.43	0.03%	285,317.43	100.00%	-	0.05%	53
(SANDAG) El Portal Project	5,422,619.03	0.52%	5,422,619.03	100.00%	-	0.05%	53
(SANDAG) I-15 FasTrak®	662,986.99	0.06%	662,986.99	100.00%	-	0.05%	53
(SANDAG) SR 125	1,976,095.92	0.19%	1,976,095.92	100.00%	-	0.05%	53
(SANDAG) SR 125	33,576,289.30	3.19%	33,576,289.30	100.00%	-	0.05%	53
(SANDAG) SR 125	21,171,546.60	2.01%	21,171,546.60	100.00%	-	0.05%	53
(SANDAG) Shoreline Management	172,447.66	0.02%	172,447.66	100.00%	-	0.05%	53
TOTAL CASH RESERVE PORTFOLIO	\$ 279,435,592.33	26.57%	\$ 279,435,592.33	100.00%	\$ -	0.05%	53
TOTAL CAMP	\$ 284,872,566.83	27.09%	\$ 284,886,137.33	100.00%	\$ 13,570.50	0.06%	64
US BANK TRUST:							
Money Market - (RTC) 2008 Bond Series A/B/C/D Main Interest	\$ 1,758,408.82	0.17%	\$ 1,758,408.82	100.00%	\$ -	0.00%	1
Money Market - (RTC) 2008 Revenue Bond Series A/B/C/D	0.06	0.00%	0.06	100.00%	-	0.00%	1
Money Market - (RTC) 2010 Bond Series A Interest	3,306,432.70	0.31%	3,306,432.70	100.00%	-	0.00%	1
Money Market - (RTC) 2019 Revenue Bond Series A Interest	6,808,773.11	0.65%	6,808,773.11	100.00%	-	0.01%	1
Money Market - (RTC) 2021 Revenue Bond Series A COI	20,128.15	0.00%	20,128.15	100.00%	-	0.01%	1
Money Market - (RTC) 2021 Revenue Bond Series A Interest	1,533,530.18	0.15%	1,533,530.18	100.00%	-	0.01%	1
Money Market - (RTC) 2021 Revenue Bond Series B COI	9,059.60	0.00%	9,059.60	100.00%	-	0.01%	1
Money Market - (RTC) 2021 Revenue Bond Series B Interest	3,000,567.74	0.29%	3,000,567.74	100.00%	-	0.01%	1
Money Market - (RTC) 2021 Revenue Bond Series B Project Fund	10,000,261.51	0.95%	10,000,261.51	100.00%	-	0.01%	1
Money Market - (RTC) 2021A Short-term Notes COI	27,326.17	0.00%	27,326.17	100.00%	-	0.01%	1
Money Market - (RTC) 2021A Short-term Notes Interest	37,362,597.29	3.55%	37,362,597.29	100.00%	-	0.01%	1
Money Market - (RTC) Commercial Paper Notes Series B Interest	5,652.12	0.00%	5,652.12	100.00%	-	0.01%	1
Money Market - (RTC) Commercial Paper Notes Series B Principal	203,299.85	0.02%	203,299.85	100.00%	-	0.01%	1
Money Market - (RTC) Commercial Paper Series B - NCTD Interest	237,896.43	0.02%	237,896.43	100.00%	-	0.00%	1
Money Market - (SANDAG) Grant Receipt 2019 AB Grant Receipts Construction	566.38	0.00%	566.38	100.00%	-	0.02%	1
Money Market - (SANDAG) Grant Receipt 2019 AB Interest	12,842,945.04	1.22%	12,842,945.04	100.00%	-	0.02%	1
Money Market - (SANDAG) SB Expressway 2017 Series A Maint Reserve	0.05	0.00%	0.05	100.00%	-	0.00%	1
Money Market - (SANDAG) SR 125 2017 Bond Series A	4,471,620.27	0.43%	4,471,620.27	100.00%	-	0.00%	1
Money Market - (SANDAG) SR 125 2017 Bond Series A Interest	2,308,500.69	0.22%	2,308,500.69	100.00%	-	0.00%	1
Money Market - (SANDAG) SR 125 2017 Bond Series A Principal	1,279,151.02	0.12%	1,279,151.02	100.00%	-	0.00%	1
Money Market - (SANDAG) SR 125 2017 Bond Series A Reserve	13,760,491.86	1.31%	13,760,491.86	100.00%	-	0.00%	1
Money Market - (SANDAG) SR 125 FasTrak Customer Prepaid Fund	2,031,846.71	0.19%	2,031,846.71	100.00%	-	0.00%	1
Certificates of Participation - (RTC) North County Transit District	20,450,000.00	1.94%	20,450,000.00	100.00%	-	0.06%	63
Capital Project Retention Accounts	60,080,578.75	5.71%	60,080,578.75	100.00%	-	N/A	1
TOTAL US BANK TRUST	\$ 181,499,634.50	17.26%	\$ 181,499,634.50	100.00%	\$ -	0.01%	8
US BANK:							
INDIVIDUAL PORTFOLIO:							
(RTC) TransNet Extension	\$ 228,571,116.39	21.74%	\$ 230,149,462.55	100.69%	\$ 1,578,346.16	1.36%	745
TOTAL INDIVIDUAL PORTFOLIO	\$ 228,571,116.39	21.74%	\$ 230,149,462.55	100.69%	\$ 1,578,346.16	1.36%	745

Institution / Account	Book Value	Percent of Portfolio	Market Value	Market Price	Unrealized Gain/(Loss)	Yield on Cost	Wtd Avg. Days to Maturity
CASH RESERVE:							
(RTC) TransNet Extension	\$ 427,219.55	0.04%	\$ 427,219.55	100.00%	\$ -	0.00%	1
TOTAL CASH RESERVE	\$ 427,219.55	0.04%	\$ 427,219.55	100.00%	\$ -	0.00%	1
TOTAL US BANK	\$ 228,998,335.94	21.78%	\$ 230,576,682.10	100.69%	\$ 1,578,346.16	1.35%	744
SAN DIEGO COUNTY TREASURER'S POOLED MONEY FUND:							
San Diego County Treasurer's Pooled Money Fund - (ARJIS)	\$ 2,653,250.86	0.25%	\$ 2,653,250.86	100.00%	\$ -	0.73%	675
San Diego County Treasurer's Pooled Money Fund - (RTC) 2020 Bonds	42,180,770.99	4.01%	42,180,770.99	100.00%	-	0.73%	675
San Diego County Treasurer's Pooled Money Fund - (RTC) 2021 Bonds	120,339,728.03	11.44%	120,339,728.03	100.00%	-	0.73%	675
San Diego County Treasurer's Pooled Money Fund - (RTC) TransNet Extension	31,979,299.98	3.04%	31,979,299.98	100.00%	-	0.73%	675
San Diego County Treasurer's Pooled Money Fund - (SANDAG) I-15 FasTrak®	15,058,228.90	1.43%	15,058,228.90	100.00%	-	0.73%	675
San Diego County Treasurer's Pooled Money Fund - (SANDAG) SAFE Program	8,032,476.61	0.76%	8,032,476.61	100.00%	-	0.73%	675
San Diego County Treasurer's Pooled Money Fund - (SourcePoint)	182,758.83	0.02%	182,758.83	100.00%	-	0.73%	675
TOTAL SAN DIEGO COUNTY TREASURER'S POOLED MONEY FUND	\$ 220,426,514.20	20.96%	\$ 220,426,514.20	100.00%	\$ -	0.73%	675
JP MORGAN:							
(RTC) JPMorgan Prime Money Market Fund	\$ 20,018,236.69	1.90%	\$ 20,014,238.82	99.98%	\$ (3,997.87)	0.07%	44
(RTC) Morgan Stanley Institutional Liquidity Funds: Prime Portfolio	10,007,936.59	0.95%	10,007,936.95	100.00%	0.36	0.06%	24
TOTAL JP MORGAN	\$ 30,026,173.28	2.86%	\$ 30,022,175.77	99.99%	\$ (3,997.51)	0.06%	37
CALIFORNIA BANK AND TRUST:							
Capital Project Retention Accounts	\$ 1,080,405.69	0.10%	\$ 1,080,405.69	100.00%	\$ -	N/A	1
TOTAL CALIFORNIA BANK AND TRUST	\$ 1,080,405.69	0.10%	\$ 1,080,405.69	100.00%	\$ -	N/A	1
WELLS FARGO BANK, N.A.:							
(SANDAG) Section 115 Pension Trust	\$ 11,364,674.51	1.08%	\$ 12,410,437.53	109.20%	\$ 1,045,763.02	1.73%	1
TOTAL WELLS FARGO BANK, N.A.	\$ 11,364,674.51	1.08%	\$ 12,410,437.53	109.20%	\$ 1,045,763.02	1.73%	1
TOTAL	\$ 1,051,520,037.62	100.00%	\$ 1,054,153,719.79	100.25%	\$ 2,633,682.17	0.51%	347

Legend:

- Automated Regional Justice Information System (ARJIS)
- Commercial Paper (CP)
- State of California Local Agency Investment Fund (LAIF)
- North County Transit District (NCTD)
- San Diego County Regional Transportation Commission (RTC)

SANDAG
Detail of Portfolio Balances (by Investment Type)
as of September 30, 2021

Investment	Trade Date	Maturity Date	Book Value	Market Value	Unrealized Gain/(Loss)	Par Value	S&P Rating	Moody's Rating	Fitch Rating	Yield on Cost	Wtd. Avg. Days to Maturity
Cash and cash equivalents:											
Demand deposits:											
(ARJIS)	N/A	N/A	\$ 209,849.42	\$ 209,849.42	\$ -	N/A	NR	NR	NR	N/A	1
(RTC) TransNet Sales Tax	N/A	N/A	260,195.37	260,195.37	-	N/A	NR	NR	NR	N/A	1
(SANDAG) Flexible Spending Acct (FSA)	N/A	N/A	51,596.21	51,596.21	-	N/A	NR	NR	NR	N/A	1
(SANDAG) General	N/A	N/A	6,984,511.27	6,984,511.27	-	N/A	NR	NR	NR	N/A	1
(SANDAG) Interstate 15 (I-15) FasTrak®	N/A	N/A	2,554,093.10	2,554,093.10	-	N/A	NR	NR	NR	N/A	1
(SANDAG) Refund Account Common	N/A	N/A	289,311.55	289,311.55	-	N/A	NR	NR	NR	N/A	1
(SANDAG) Revenue Account Common	N/A	N/A	404,865.02	404,865.02	-	N/A	NR	NR	NR	N/A	1
(SANDAG) SAFE Program Account	N/A	N/A	964,867.67	964,867.67	-	N/A	NR	NR	NR	N/A	1
(SANDAG) State Route 125 (SR-125) Collection Account	N/A	N/A	140,298.99	140,298.99	-	N/A	NR	NR	NR	N/A	1
(SANDAG) State Route 125 (SR-125) Payment Account	N/A	N/A	6,127,048.58	6,127,048.58	-	N/A	NR	NR	NR	N/A	1
(SourcePoint)	N/A	N/A	31,278.52	31,278.52	-	N/A	NR	NR	NR	N/A	1
Total demand deposits			\$ 18,017,915.70	\$ 18,017,915.70	\$ -	\$ -				N/A	1
Money market accounts and funds:											
CAMP Cash Reserve Portfolio - (ARJIS)	N/A	N/A	\$ 5,145,423.09	\$ 5,145,423.09	\$ -	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) 2008 Bond Series A - Principal	N/A	N/A	1.00	1.00	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) 2008 Bond Series A/B/C/D Reserve Fund	N/A	N/A	11,732,177.58	11,732,177.58	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) 2008 Bond Series B - Principal	N/A	N/A	1.00	1.00	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) 2008 Bond Series C - Principal	N/A	N/A	1.00	1.00	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) 2008 Bond Series D - Principal	N/A	N/A	1.00	1.00	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) 2008 Sales Tax Account - TransNet Extension	N/A	N/A	87,709,567.92	87,709,567.92	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) 2010 Bond Series A - Interest	N/A	N/A	10,018,995.45	10,018,995.45	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) 2012 Bond Series A - Interest	N/A	N/A	524,554.38	524,554.38	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) 2012 Bond Series A - Principal	N/A	N/A	10,483,554.75	10,483,554.75	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) 2014 Bond Series A Interest	N/A	N/A	3,321,502.42	3,321,502.42	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) 2014 Bond Series A Principal	N/A	N/A	2,930,184.07	2,930,184.07	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) 2016 Bond Series A Interest	N/A	N/A	7,566,121.98	7,566,121.98	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) 2016 Bond Series A Principal	N/A	N/A	2,767,819.04	2,767,819.04	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) 2020 Bond Series A Interest	N/A	N/A	1,738,574.38	1,738,574.38	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) 2020 Bond Series A Principal	N/A	N/A	810,093.37	810,093.37	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) Custody Account	N/A	N/A	15,540.07	15,540.07	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) Sage Hill Endowment	N/A	N/A	877,532.07	877,532.07	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) TransNet Program Reserve	N/A	N/A	56,301,525.89	56,301,525.89	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (RTC) Wetland Mitigation TransNet Sales Tax	N/A	N/A	311,376.80	311,376.80	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (SANDAG) 2019 Series AB Cap- I Fund	N/A	N/A	101,283.44	101,283.44	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (SANDAG) 2019 Series AB DSR Fund	N/A	N/A	12,757,787.66	12,757,787.66	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (SANDAG) California Coastal Commission	N/A	N/A	1,054,671.04	1,054,671.04	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (SANDAG) Coronado Bridge Toll Funds	N/A	N/A	285,317.43	285,317.43	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (SANDAG) El Portal Project	N/A	N/A	5,422,619.03	5,422,619.03	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (SANDAG) I-15 FasTrak®	N/A	N/A	662,986.99	662,986.99	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (SANDAG) SANDAG Shoreline Management	N/A	N/A	172,447.66	172,447.66	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (SANDAG) SR 125	N/A	N/A	1,976,095.92	1,976,095.92	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (SANDAG) SR 125	N/A	N/A	33,576,289.30	33,576,289.30	-	N/A	AAAm	NR	NR	0.05%	53
CAMP Cash Reserve Portfolio - (SANDAG) SR 125	N/A	N/A	21,171,546.60	21,171,546.60	-	N/A	AAAm	NR	NR	0.05%	53
Money Market - (RTC) 2008 Bond Series A/B/C/D Main Interest	N/A	N/A	1,758,408.82	1,758,408.82	-	N/A	NR	NR	NR	0.00%	1
Money Market - (RTC) 2008 Revenue Bond Series A/B/C/D	N/A	N/A	0.06	0.06	-	N/A	NR	NR	NR	0.00%	1
Money Market - (RTC) 2010 Bond Series A Interest	N/A	N/A	3,306,432.70	3,306,432.70	-	N/A	NR	NR	NR	0.00%	1
Money Market - (RTC) 2019 Revenue Bond Series A Interest	N/A	N/A	6,808,773.11	6,808,773.11	-	N/A	NR	NR	NR	0.01%	1
Money Market - (RTC) 2021 Revenue Bond Series A COI	N/A	N/A	20,128.15	20,128.15	-	N/A	NR	NR	NR	0.01%	1
Money Market - (RTC) 2021 Revenue Bond Series A Interest	N/A	N/A	1,533,530.18	1,533,530.18	-	N/A	NR	NR	NR	0.01%	1
Money Market - (RTC) 2021 Revenue Bond Series B COI	N/A	N/A	9,059.60	9,059.60	-	N/A	NR	NR	NR	0.01%	1
Money Market - (RTC) 2021 Revenue Bond Series B Interest	N/A	N/A	3,000,567.74	3,000,567.74	-	N/A	NR	NR	NR	0.01%	1
Money Market - (RTC) 2021 Revenue Bond Series B Project Fund	N/A	N/A	10,000,261.51	10,000,261.51	-	N/A	NR	NR	NR	0.01%	1
Money Market - (RTC) 2021A Short-term Notes COI	N/A	N/A	27,326.17	27,326.17	-	N/A	NR	NR	NR	0.01%	1
Money Market - (RTC) 2021A Short-term Notes Interest	N/A	N/A	37,362,597.29	37,362,597.29	-	N/A	NR	NR	NR	0.01%	1
Money Market - (RTC) Commercial Paper Notes Series B Interest	N/A	N/A	5,652.12	5,652.12	-	N/A	NR	NR	NR	0.01%	1
Money Market - (RTC) Commercial Paper Notes Series B Principal	N/A	N/A	203,299.85	203,299.85	-	N/A	NR	NR	NR	0.01%	1
Money Market - (RTC) Commercial Paper Series B - NCTD Interest	N/A	N/A	237,896.43	237,896.43	-	N/A	NR	NR	NR	0.00%	1

Investment	Trade Date	Maturity Date	Book Value	Market Value	Unrealized Gain/(Loss)	Par Value	S&P Rating	Moody's Rating	Fitch Rating	Yield on Cost	Wtd. Avg. Days to Maturity
Money Market - (SANDAG) Grant Receipt 2019 AB Grant Receipts Construction	N/A	N/A	566.38	566.38	-	N/A	NR	NR	NR	0.02%	1
Money Market - (SANDAG) Grant Receipt 2019 AB Interest	N/A	N/A	12,842,945.04	12,842,945.04	-	N/A	NR	NR	NR	0.02%	1
Money Market - (SANDAG) SB Expressway 2017 Series A Maint Reserve	N/A	N/A	0.05	0.05	-	N/A	NR	NR	NR	0.00%	1
Money Market - (SANDAG) SR 125 2017 Bond Series A	N/A	N/A	4,471,620.27	4,471,620.27	-	N/A	NR	NR	NR	0.00%	1
Money Market - (SANDAG) SR 125 2017 Bond Series A Interest	N/A	N/A	2,308,500.69	2,308,500.69	-	N/A	NR	NR	NR	0.00%	1
Money Market - (SANDAG) SR 125 2017 Bond Series A Principal	N/A	N/A	1,279,151.02	1,279,151.02	-	N/A	NR	NR	NR	0.00%	1
Money Market - (SANDAG) SR 125 2017 Bond Series A Reserve	N/A	N/A	13,760,491.86	13,760,491.86	-	N/A	NR	NR	NR	0.00%	1
Money Market - (SANDAG) SR 125 FasTrak Customer Prepaid Fund	N/A	N/A	2,031,846.71	2,031,846.71	-	N/A	NR	NR	NR	0.00%	1
San Diego County Treasurer's Pooled Money Fund - (ARJIS)	N/A	N/A	2,653,250.86	2,653,250.86	-	N/A	NR	NR	AAAF/ S1	0.73%	675
San Diego County Treasurer's Pooled Money Fund - (RTC) 2020 Bonds	N/A	N/A	42,180,770.99	42,180,770.99	-	N/A	NR	NR	AAAF/ S1	0.73%	675
San Diego County Treasurer's Pooled Money Fund - (RTC) 2021 Bonds	N/A	N/A	120,339,728.03	120,339,728.03	-	N/A	NR	NR	AAAF/ S1	0.73%	675
San Diego County Treasurer's Pooled Money Fund - (RTC) TransNet Extension	N/A	N/A	31,979,299.98	31,979,299.98	-	N/A	NR	NR	AAAF/ S1	0.73%	675
San Diego County Treasurer's Pooled Money Fund - (SANDAG) I-15 FasTrak®	N/A	N/A	15,058,228.90	15,058,228.90	-	N/A	NR	NR	AAAF/ S1	0.73%	675
San Diego County Treasurer's Pooled Money Fund - (SANDAG) SAFE Program	N/A	N/A	8,032,476.61	8,032,476.61	-	N/A	NR	NR	AAAF/ S1	0.73%	675
San Diego County Treasurer's Pooled Money Fund - (SourcePoint)	N/A	N/A	182,758.83	182,758.83	-	N/A	NR	NR	AAAF/ S1	0.73%	675
State of CA Local Agency Investment Fund (LAIF) - (RTC) TransNet	N/A	N/A	74,356,757.23	74,356,757.23	-	N/A	NR	NR	NR	0.20%	321
State of CA Local Agency Investment Fund (LAIF) - (SANDAG)	N/A	N/A	877,059.74	877,059.74	-	N/A	NR	NR	NR	0.20%	321
US Bank Cash Reserve Portfolio - (RTC) TransNet Extension	N/A	N/A	427,219.55	427,219.55	-	N/A	NR	NR	NR	0.00%	1
Wells Fargo - (SANDAG) Section 115 Pension Trust	N/A	N/A	11,364,674.51	12,410,437.53	1,045,763.02	N/A	NR	NR	NR	1.73%	1
JP Morgan (RTC) JPMorgan Prime Money Market Fund	N/A	N/A	20,018,236.69	20,014,238.82	(3,997.87)	N/A	AAAm	Aaa-mf	AAAmmf	0.07%	44
JP Morgan (RTC) Morgan Stanley Institutional Liquidity Funds: Prime Portfolio	N/A	N/A	10,007,936.59	10,007,936.95	0.36	N/A	AAAm	Aaa-mf	AAAmmf	0.06%	24
Capital Project Retention Accounts - US Bank	N/A	N/A	60,080,578.75	60,080,578.75	-	N/A	NR	NR	NR	N/A	1
Capital Project Retention Accounts - CA Bank & Trust	N/A	N/A	1,080,405.69	1,080,405.69	-	N/A	NR	NR	NR	N/A	1
Total money market accounts and funds			\$ 779,044,031.03	\$ 780,085,796.54	\$ 1,041,765.51	\$ -				0.27%	242
Total cash and cash equivalents			\$ 797,061,946.73	\$ 798,103,712.24	\$ 1,041,765.51	N/A				0.27%	237
Investments:											
U.S. Agencies:											
FANNIE MAE NOTES	07/13/2020	07/10/2023	\$ 5,436,974.50	\$ 5,450,545.00	\$ 13,570.50	\$ 5,450,000.00	AA+	Aaa	AAA	0.33%	648
FEDERAL FARM CREDIT BANK	10/16/2020	10/13/2023	5,794,200.00	5,798,805.43	4,605.43	5,800,000.00	AA+	Aaa	AAA	0.31%	743
FEDERAL FARM CREDIT BANK	06/24/2019	02/08/2023	5,082,900.00	5,140,031.90	57,131.90	5,000,000.00	AA+	Aaa	AAA	1.77%	496
FEDERAL FARM CREDIT BANK	04/11/2019	04/05/2023	6,968,500.00	7,215,021.87	246,521.87	7,000,000.00	AA+	Aaa	AAA	2.37%	552
FEDERAL FARM CREDIT BANK	05/15/2019	11/08/2023	6,022,560.00	6,244,356.12	221,796.12	6,000,000.00	AA+	Aaa	AAA	2.21%	769
FEDERAL FARM CREDIT BANK	09/28/2020	03/28/2024	5,995,500.00	5,981,809.50	(13,690.50)	6,000,000.00	AA+	Aaa	AAA	0.32%	910
FEDERAL FARM CREDIT BANK	08/27/2019	07/26/2024	6,615,310.00	6,741,257.06	125,947.06	6,500,000.00	AA+	Aaa	AAA	1.47%	1,030
FEDERAL FARM CREDIT BANK	09/17/2019	09/10/2024	5,079,870.00	5,223,411.65	143,541.65	5,000,000.00	AA+	Aaa	AAA	1.74%	1,076
FEDERAL HOME LOAN BANK	02/08/2021	02/10/2025	6,017,160.00	5,980,766.40	(36,393.60)	6,000,000.00	AA+	Aaa	-	0.21%	1,229
FEDERAL HOME LOAN BANK	06/24/2019	03/10/2023	5,063,453.47	5,136,110.25	72,656.78	5,000,000.00	AA+	Aaa	-	1.77%	526
FEDERAL HOME LOAN BANK	03/06/2019	11/29/2021	4,915,300.00	5,014,628.05	99,328.05	5,000,000.00	AA+	Aaa	-	2.52%	60
FEDERAL HOME LOAN BANK	03/25/2019	12/09/2022	3,648,843.00	3,500,904.86	(147,938.14)	3,300,000.00	AA+	Aaa	-	2.25%	435
FEDERAL HOME LOAN MORTGAGE CORP	11/08/2019	01/13/2022	4,563,265.50	4,529,430.00	(33,835.50)	4,500,000.00	AA+	Aaa	AAA	1.71%	105
FEDERAL HOME LOAN MORTGAGE CORP	07/09/2020	04/15/2024	4,000,000.00	4,003,116.20	3,116.20	4,000,000.00	-	Aaa	AAA	0.50%	928
FEDERAL HOME LOAN MORTGAGE CORP	09/28/2020	03/29/2024	5,000,000.00	5,003,560.55	3,560.55	5,000,000.00	-	Aaa	AAA	0.35%	911
FEDERAL HOME LOAN MORTGAGE CORP	03/09/2021	05/15/2024	4,993,750.00	4,996,342.70	2,592.70	5,000,000.00	-	Aaa	AAA	0.40%	958
FEDERAL NATIONAL MORTGAGE ASSOCIATION	07/01/2019	10/05/2022	5,028,950.00	5,096,485.00	67,535.00	5,000,000.00	AA+	Aaa	-	1.82%	370
FEDERAL NATIONAL MORTGAGE ASSOCIATION	04/23/2019	04/12/2022	4,982,050.00	5,057,058.90	75,008.90	5,000,000.00	AA+	Aaa	AAA	2.38%	194
FEDERAL NATIONAL MORTGAGE ASSOCIATION	06/09/2021	01/07/2025	6,461,206.00	6,412,063.99	(49,142.01)	6,200,000.00	AA+	Aaa	AAA	0.44%	1,195
FEDERAL NATIONAL MORTGAGE ASSOCIATION	11/08/2019	07/02/2024	4,993,150.00	5,175,237.20	182,087.20	5,000,000.00	AA+	Aaa	AAA	1.78%	1,006
FEDERAL NATIONAL MORTGAGE ASSOCIATION	10/25/2019	09/06/2022	5,262,158.00	5,363,865.00	101,707.00	5,300,000.00	AA+	Aaa	AAA	1.63%	341
UNITED STATES TREASURY NOTE/BOND	06/24/2019	05/31/2023	4,980,078.13	5,116,601.55	136,523.42	5,000,000.00	AA+	Aaa	AAA	1.73%	608
UNITED STATES TREASURY NOTE/BOND	06/24/2019	09/30/2023	4,235,500.00	4,393,222.67	157,722.67	4,300,000.00	AA+	Aaa	AAA	1.74%	730
UNITED STATES TREASURY NOTE/BOND	09/08/2021	11/30/2024	6,093,593.75	6,072,621.08	(20,972.67)	5,900,000.00	AA+	Aaa	AAA	0.47%	1,157
UNITED STATES TREASURY NOTE/BOND	09/13/2021	12/31/2024	5,727,323.11	5,706,464.83	(20,858.28)	5,500,000.00	AA+	Aaa	AAA	0.48%	1,188
UNITED STATES TREASURY NOTE/BOND	09/27/2019	04/30/2024	5,091,423.00	5,202,539.05	111,116.05	5,000,000.00	AA+	Aaa	AAA	1.58%	943
UNITED STATES TREASURY NOTE/BOND	03/01/2019	12/15/2021	4,913,032.04	4,925,869.35	12,837.31	4,900,000.00	AA+	Aaa	AAA	2.52%	76
UNITED STATES TREASURY NOTE/BOND	08/19/2021	11/30/2024	5,888.61	5,866.77	(21.84)	5,700.00	AA+	Aaa	AAA	0.48%	1,157
UNITED STATES TREASURY NOTE/BOND	06/13/2019	08/31/2023	3,925,794.65	4,084,062.48	158,267.83	4,000,000.00	AA+	Aaa	AAA	1.84%	700
Total U.S. Agencies			\$ 146,897,733.76	\$ 148,572,055.41	\$ 1,674,321.65	\$ 145,655,700.00				1.35%	730
Corporate Medium Term Notes:											
BANK OF AMERICA CORP	10/14/2020	12/20/2023	\$ 2,628,700.00	\$ 2,576,425.00	\$ (52,275.00)	\$ 2,500,000.00	A-	A2	AA-	0.61%	811
BANK OF AMERICA CORP	03/23/2021	10/24/2024	4,012,600.00	4,013,855.16	1,255.16	4,000,000.00	A-	A2	AA-	0.69%	1,120
CATERPILLAR FINANCIAL SERVICES	03/14/2019	02/26/2022	4,019,240.00	4,043,252.28	24,012.28	4,000,000.00	A	A2	A	2.77%	149

Investment	Trade Date	Maturity Date	Book Value	Market Value	Unrealized Gain/(Loss)	Par Value	S&P Rating	Moody's Rating	Fitch Rating	Yield on Cost	Wtd. Avg. Days to Maturity
CATERPILLAR FINANCIAL SERVICES	05/16/2019	12/07/2023	3,121,890.00	3,209,905.11	88,015.11	3,000,000.00	A	A2	A	2.69%	798
CHEVRON	05/15/2019	06/24/2023	5,118,900.00	5,211,909.50	93,009.50	5,000,000.00	AA-	Aa2	-	2.57%	632
CITIBANK	06/21/2021	01/23/2024	6,565,064.00	6,514,348.91	(50,715.09)	6,100,000.00	A+	Aa3	A+	0.67%	845
HOME DEPOT INC	03/14/2019	03/01/2022	4,275,054.00	4,252,833.69	(22,220.31)	4,200,000.00	A	A2	A	2.62%	152
HONEYWELL INTERNATIONAL	11/08/2019	08/15/2024	2,933,756.00	3,038,566.12	104,810.12	2,900,000.00	A	A2	A	2.04%	1,050
INTERNATIONAL BUSINESS MACHINES CORP	09/04/2019	08/01/2023	5,156,295.10	5,160,074.92	3,779.82	4,895,000.00	A-	A2	-	1.95%	670
JP MORGAN CHASE & CO	08/18/2021	03/16/2024	5,019,250.00	5,014,439.45	(4,810.55)	5,000,000.00	A-	A2	AA-	0.45%	898
JP MORGAN CHASE & CO	02/12/2021	04/23/2024	3,739,435.00	3,664,124.31	(75,310.69)	3,500,000.00	A-	A2	AA-	0.41%	936
MICROSOFT CORP	07/18/2019	02/06/2024	6,043,518.00	6,156,598.50	113,080.50	5,850,000.00	AAA	Aaa	AAA	2.11%	859
PFIZER INC	09/30/2019	05/15/2024	4,036,968.00	4,076,719.38	39,751.38	3,800,000.00	A+	A2	A	1.98%	958
PNC BANK	02/07/2020	07/25/2023	3,185,370.00	3,170,431.71	(14,938.29)	3,000,000.00	A-	A3	A	1.95%	663
WELLS FARGO AND CO	07/20/2020	01/24/2023	5,176,950.00	5,042,650.00	(134,300.00)	5,000,000.00	BBB+	A1	A+	0.70%	481
WELLS FARGO AND CO	07/09/2020	06/02/2024	2,546,750.00	2,548,863.85	2,113.85	2,500,000.00	BBB+	A1	A+	0.99%	976
Total Corporate Medium Notes			\$ 67,579,740.10	\$ 67,694,997.89	\$ 115,257.79	\$ 65,245,000.00				1.56%	738
Supra-National Agency Bond/Note											
INTL BANK FOR RECON AND DEVELOPMENT	03/08/2021	01/15/2025	\$ 6,229,560.00	\$ 6,187,418.40	\$ (42,141.60)	\$ 6,000,000.00	AAA	Aaa	-	0.62%	1,203
INTER-AMERICAN DEVELOPMENT BANK	04/15/2021	05/24/2023	6,739,396.00	6,726,650.26	(12,745.74)	6,700,000.00	AAA	Aaa	-	0.22%	601
INTER-AMERICAN DEVELOPMENT BANK	11/06/2020	02/21/2024	5,436,150.00	5,302,171.00	(133,979.00)	5,000,000.00	AAA	Aaa	AAA	0.32%	874
Total Supra-National Agency Bond/Notes			\$ 18,405,106.00	\$ 18,216,239.66	\$ (188,866.34)	\$ 17,700,000.00				0.38%	885
Asset-Backed Security:											
TOYOTA AUTO RECEIVABLES 2017-D	04/20/2020	02/15/2023	\$ 1,125,511.03	\$ 1,116,714.59	\$ (8,796.44)	\$ 1,115,230.00	AAA	Aaa	-	1.37%	503
Total Asset-Backed Security			\$ 1,125,511.03	\$ 1,116,714.59	\$ (8,796.44)	\$ 1,115,230.00				1.37%	503
Certificates of Participation:											
(RTC) North County Transit District Certificates of Participation	09/01/2021	12/02/2021	\$ 20,450,000.00	\$ 20,450,000.00	\$ -	\$ 20,450,000.00	NR	A1	NR	0.06%	63
Total Certificates of Participation			\$ 20,450,000.00	\$ 20,450,000.00	\$ -	\$ 20,450,000.00				0.06%	63
Total investments			\$ 254,458,090.89	\$ 256,050,007.55	\$ 1,591,916.66	\$ 250,165,930.00				1.23%	689
Total Portfolio:			\$ 1,051,520,037.62	\$ 1,054,153,719.79	\$ 2,633,682.17	N/A				0.51%	347

Legend:

- Automated Regional Justice Information System (ARJIS)
- Commercial Paper (CP)
- State of California Local Agency Investment Fund (LAIF)
- North County Transit District (NCTD)
- San Diego County Regional Transportation Commission (RTC)

TransNet EXTENSION QUARTERLY REPORT

FISCAL YEAR: FY 2022 QUARTER: 1												
PROGRAM & RECIPIENT	TransNet Allocations					Fund Disbursements						
	Sales Tax Allocations			Other Income ¹	Total Allocation	Program Disbursements ²			Debt Service ³			Total Disbursements
	This Quarter	FY to Date	Program to Date	Program to Date	Program to Date	This Quarter	FY to Date	Program to Date	This Quarter	FY to Date	Program to Date	Program to Date
SANDAG Admin	\$2,006,083	\$2,006,083	\$36,678,302	\$170,338	\$36,848,640	\$(1,200,000)	\$(1,200,000)	\$(35,641,488)	\$0	\$0	\$0	\$(35,641,488)
ITOC	\$105,385	\$105,385	\$3,485,732	\$46,370	\$3,532,102	\$0	\$0	\$(3,329,067)	\$0	\$0	\$0	\$(3,329,067)
Bicycle/Pedestrian/Neighborhood Safety	\$2,006,083	\$2,006,083	\$71,350,522	\$3,834,923	\$75,185,445	\$(1,611,396)	\$(1,611,396)	\$(140,434,294)	\$(1,681,372)	\$(1,681,372)	\$(11,809,630)	\$(152,243,924)
Major Corridor Capital Projects	\$36,550,906	\$36,550,906	\$1,313,284,380	\$(193,183,704)	\$1,120,100,676	\$40,292,144	\$40,292,144	\$(2,746,853,176)	\$(18,506,786)	\$(18,506,786)	\$(1,088,785,816)	\$(3,835,638,992)
Major Corridor Project EMP	\$4,232,210	\$4,232,210	\$152,064,507	\$152,603,991	\$304,668,498	\$(476,940)	\$(476,940)	\$(390,741,760)	\$(3,745,844)	\$(3,745,844)	\$(202,124,180)	\$(592,865,940)
Local Project EMP	\$1,731,359	\$1,731,359	\$62,208,207	\$2,763,541	\$64,971,748	\$(900,482)	\$(900,482)	\$(9,364,795)	\$0	\$0	\$(54)	\$(9,364,849)
Smart Growth Incentive Program	\$2,019,919	\$2,019,919	\$72,576,242	\$3,172,091	\$75,748,333	\$(117,018)	\$(117,018)	\$(44,344,759)	\$0	\$0	\$0	\$(44,344,759)
Local Streets and Roads												
City of Carlsbad	\$1,037,501	\$1,037,501	\$35,887,206	\$9,481,288	\$45,368,494	\$(1,040)	\$(1,040)	\$(24,293,078)	\$0	\$0	\$0	\$(24,293,078)
City of Chula Vista	\$2,078,437	\$2,078,437	\$71,570,931	\$5,030,911	\$76,601,842	\$(1,833,097)	\$(1,833,097)	\$(64,369,186)	\$0	\$0	\$0	\$(64,369,186)
City of Coronado	\$191,001	\$191,001	\$7,404,386	\$962,570	\$8,366,956	\$(100,181)	\$(100,181)	\$(5,985,506)	\$0	\$0	\$0	\$(5,985,506)
City of Del Mar	\$64,213	\$64,213	\$2,583,333	\$182,948	\$2,766,281	\$(53)	\$(53)	\$(4,847,876)	\$(30,026)	\$(30,026)	\$(1,921,362)	\$(6,769,238)
City of El Cajon	\$815,216	\$815,216	\$29,615,011	\$2,605,856	\$32,220,867	\$(37,814)	\$(37,814)	\$(25,873,018)	\$0	\$0	\$0	\$(25,873,018)
City of Encinitas	\$549,197	\$549,197	\$20,613,716	\$3,937,672	\$24,551,388	\$(391,905)	\$(391,905)	\$(22,286,123)	\$0	\$0	\$0	\$(22,286,123)
City of Escondido	\$1,243,118	\$1,243,118	\$44,064,210	\$5,797,793	\$49,862,003	\$(1,249)	\$(1,249)	\$(37,668,816)	\$0	\$0	\$0	\$(37,668,816)
City of Imperial Beach	\$237,337	\$237,337	\$8,786,303	\$569,761	\$9,356,064	\$(228)	\$(228)	\$(9,998,484)	\$(75,591)	\$(75,591)	\$(445,904)	\$(10,444,388)
City of La Mesa	\$515,452	\$515,452	\$19,143,977	\$3,413,105	\$22,557,082	\$(527,748)	\$(527,748)	\$(21,520,702)	\$(126,170)	\$(126,170)	\$(3,713,472)	\$(25,234,174)
City of Lemon Grove	\$231,754	\$231,754	\$8,792,013	\$631,906	\$9,423,919	\$(3,799)	\$(3,799)	\$(8,889,810)	\$(284)	\$(284)	\$(284)	\$(8,890,094)
City of National City	\$476,420	\$476,420	\$17,333,397	\$1,444,068	\$18,777,465	\$(471)	\$(471)	\$(16,836,326)	\$0	\$0	\$(8,233,109)	\$(25,069,435)
City of Oceanside	\$1,505,641	\$1,505,641	\$56,315,953	\$8,737,648	\$65,053,601	\$(1,516)	\$(1,516)	\$(60,520,057)	\$(391,614)	\$(391,614)	\$(3,741,280)	\$(64,261,337)
City of Poway	\$481,830	\$481,830	\$18,547,366	\$1,223,902	\$19,771,268	\$(476)	\$(476)	\$(17,504,108)	\$0	\$0	\$0	\$(17,504,108)
City of San Diego	\$11,366,703	\$11,366,703	\$399,944,399	\$27,520,433	\$427,464,832	\$(6,056,964)	\$(6,056,964)	\$(420,155,985)	\$(26,800)	\$(26,800)	\$(169,662)	\$(420,325,647)
City of San Marcos	\$753,144	\$753,144	\$26,405,663	\$3,728,002	\$30,133,665	\$(752)	\$(752)	\$(29,767,327)	\$(85,536)	\$(85,536)	\$(6,715,952)	\$(36,483,279)
City of Santee	\$468,820	\$468,820	\$17,739,669	\$1,185,765	\$18,925,434	\$(463)	\$(463)	\$(22,641,291)	\$(168,317)	\$(168,317)	\$(12,622,832)	\$(35,264,123)
City of Solana Beach	\$138,050	\$138,050	\$5,414,534	\$524,424	\$5,938,958	\$(127)	\$(127)	\$(8,180,587)	\$(27,629)	\$(27,629)	\$(2,391,641)	\$(10,572,228)

PROGRAM & RECIPIENT	TransNet Allocations					Fund Disbursements						
	Sales Tax Allocations			Other Income ¹	Total Allocation	Program Disbursements ²			Debt Service ³			Total Disbursements
	This Quarter	FY to Date	Program to Date	Program to Date	Program to Date	This Quarter	FY to Date	Program to Date	This Quarter	FY to Date	Program to Date	Program to Date
City of Vista	\$777,657	\$777,657	\$28,260,554	\$3,816,477	\$32,077,031	\$(198,373)	\$(198,373)	\$(28,028,124)	\$0	\$0	\$0	\$(28,028,124)
San Diego County	\$5,058,810	\$5,058,810	\$187,276,734	\$16,527,807	\$203,804,541	\$(5,121)	\$(5,121)	\$(151,787,512)	\$(324,240)	\$(324,240)	\$(22,877,774)	\$(174,665,286)
Total Local Streets and Roads	\$27,990,301	\$27,990,301	\$1,005,699,355	\$97,322,336	\$1,103,021,691	\$(9,161,377)	\$(9,161,377)	\$(981,153,916)	\$(1,256,207)	\$(1,256,207)	\$(62,833,272)	\$(1,043,987,188)
Transit Services												
MTS	\$10,926,632	\$10,926,632	\$391,813,971	\$597,201	\$392,411,172	\$(7,937,379)	\$(7,937,379)	\$(386,563,976)	\$0	\$0	\$0	\$(386,563,976)
NCTD	\$4,428,356	\$4,428,356	\$159,895,069	\$246,898	\$160,141,967	\$(2,674,456)	\$(2,674,456)	\$(156,152,249)	\$(10,395)	\$(10,395)	\$(1,642,344)	\$(157,794,593)
Senior Grant Program	\$515,801	\$515,801	\$18,532,862	\$169,522	\$18,702,384	\$(22,848)	\$(22,848)	\$(17,426,944)	\$0	\$0	\$0	\$(17,426,944)
Total Transit Services	\$15,870,789	\$15,870,789	\$570,241,902	\$1,013,621	\$571,255,523	\$(10,634,683)	\$(10,634,683)	\$(560,143,169)	\$(10,395)	\$(10,395)	\$(1,642,344)	\$(561,785,513)
New Major Corridor Transit Operations	\$7,791,114	\$7,791,114	\$279,936,934	\$15,081,040	\$295,017,974	\$(2,748,954)	\$(2,748,954)	\$(133,157,737)	\$0	\$0	\$0	\$(133,157,737)
TOTAL TRANSNET EXTENSION	\$100,304,149	\$100,304,149	\$3,567,526,083	\$82,824,547	\$3,650,350,630	\$13,441,294	\$13,441,294	\$(5,045,164,161)	\$(25,200,604)	\$(25,200,604)	\$(1,367,195,296)	\$(6,412,359,457)

Commercial Paper Program Activity

PROGRAM & RECIPIENT	Commercial Paper Disbursements	
	FY to Date	Program to Date
City of National City	\$0	\$(4,500,000)
City of Santee	\$0	\$(3,950,000)
NCTD	\$0	\$(34,000,000)
City of Imperial Beach	\$0	\$(1,807,000)
City of San Diego	\$0	\$(26,167,000)
City of La Mesa	\$0	\$(4,500,000)
City of Oceanside	\$0	\$(4,991,000)
City of Del Mar	\$0	\$(704,000)
Major Corridor Capital Projects	\$0	\$(99,899,679)
Major Corridor Project EMP	\$0	\$(16,052,321)
Total CP Disbursements	\$0	\$(196,571,000)

PROGRAM & RECIPIENT	Commercial Paper Program Availability			
	Prior Years	This Quarter	FY to Date	Program to Date
CP Program	\$100,000,000	\$0	\$0	\$100,000,000
NCTD	\$(21,750,000)	\$1,300,000	\$1,300,000	\$(20,450,000)
City of La Mesa	\$(1,417,000)	\$500,000	\$500,000	\$(917,000)
City of Oceanside	\$(2,819,000)	\$1,523,000	\$1,523,000	\$(1,296,000)
City of Imperial Beach	\$(1,335,000)	\$289,000	\$289,000	\$(1,046,000)
Major Corridor Capital Projects	\$0	\$0	\$0	\$0
City of San Diego	\$(26,167,000)	\$0	\$0	\$(26,167,000)
Major Corridor Project EMP	\$0	\$0	\$0	\$0
CP Outstanding	\$(53,488,000)			\$(49,876,000)
CP AVAILABLE FOR ISSUANCE	\$46,512,000			\$50,124,000

Other Activity				
PROGRAM & RECIPIENT	Sales Tax Revenue Transfers for EMP Debt Service Payments			
	Prior Years	This Quarter	FY to Date	Program to Date
Major Corridor Capital Projects	\$(151,839,904)	\$0	\$0	\$(151,839,904)
Major Corridor Project EMP	\$151,839,904	\$0	\$0	\$151,839,904
Total Other Activity	\$0	\$0	\$0	\$0

2008 ABCD Sales Tax Revenue Bond Activity - \$600,000,000				
PROGRAM & RECIPIENT	Bond Proceeds Disbursements ⁴			
	Prior Years	This Quarter	FY to Date	Program to Date
San Diego County	\$16,893,500	\$0	\$0	\$16,893,500
Major Corridor Capital Projects	\$392,721,119	\$0	\$0	\$392,721,119
Major Corridor Project EMP	\$45,517,182	\$0	\$0	\$45,517,182
<i>Total 2008 Bond Disbursement</i>	\$455,131,801	\$0	\$0	\$455,131,801

2010 A Sales Tax Revenue Bond Activity - \$338,960,000				
PROGRAM & RECIPIENT	Bond Proceeds Disbursements ⁵			
	Prior Years	This Quarter	FY to Date	Program to Date
City of San Marcos	\$15,253,815	\$0	\$0	\$15,253,815
City of Solana Beach	\$5,515,065	\$0	\$0	\$5,515,065
Major Corridor Capital Projects	\$276,292,690	\$0	\$0	\$276,292,690
Major Corridor Project EMP	\$43,419,140	\$0	\$0	\$43,419,140
<i>Total 2010 A Bond Disbursement</i>	\$340,480,710	\$0	\$0	\$340,480,710

2010 B Sales Tax Revenue Bond Activity - \$11,040,000				
PROGRAM & RECIPIENT	Bond Proceeds Disbursements ⁵			
	Prior Years	This Quarter	FY to Date	Program to Date
City of National City	\$3,383,956	\$0	\$0	\$3,383,956
City of Santee	\$8,519,844	\$0	\$0	\$8,519,844
<i>Total 2010 B Bond Disbursement</i>	\$11,903,800	\$0	\$0	\$11,903,800

2020 A Sales Tax Revenue Bond Activity - 74,820,000				
PROGRAM & RECIPIENT	Bond Proceeds Disbursements ⁶			
	Prior Years	This Quarter	FY to Date	Program to Date
Bike/Pedestrian	\$44,152,093	\$4,832,739	\$4,832,739	\$48,984,832
TOTAL TRANSNET EXTENSION	\$44,152,093	\$4,832,739	\$4,832,739	\$48,984,832

2021 B Sales Tax Revenue Bond Activity - \$116,150,000				
PROGRAM & RECIPIENT	Bond Proceeds Disbursements ⁶			
	Prior Years	This Quarter	FY to Date	Program to Date
Major Corridor Capital Projects	\$0.00	\$288,494.00	\$288,494.00	\$288,494.00
<->Total 2021 B Bond Disbursement	\$0.00	\$288,494.00	\$288,494.00	\$288,494.00

2012 A Sales Tax Revenue Bond Activity - \$420,585,000				
PROGRAM & RECIPIENT	Bond Proceeds Disbursements ^{4,5,6}			
	Prior Years	This Quarter	FY to Date	Program to Date
San Diego County	\$5,706,500	\$0	\$0	\$5,706,500
Major Corridor Capital Projects	\$444,770,201	\$0	\$0	\$444,770,201
Major Corridor Project EMP	\$26,812,066	\$0	\$0	\$26,812,066
<i>Total 2012 A Bond</i>	\$477,288,767	\$0	\$0	\$477,288,767

2014 A Sales Tax Revenue Bond Activity - \$350,000,000				
PROGRAM & RECIPIENT	Bond Proceeds Disbursements ^{5,6}			
	Prior Years	This Quarter	FY to Date	Program to Date
City of Del Mar	\$3,518,350	\$0	\$0	\$3,518,350
City of San Marcos	\$1,152,611	\$0	\$0	\$1,152,611
City of Santee	\$4,938,727	\$0	\$0	\$5,397,979
Major Corridor Capital Projects	\$343,906,117	\$0	\$0	\$343,906,117
Major Corridor Project EMP	\$52,162,768	\$0	\$0	\$52,162,768
<i>Total 2014 A Bond Disbursement</i>	\$405,678,573	\$0	\$0	\$406,137,825

2016 A Sales Tax Revenue Bond Activity - \$325,000,000				
PROGRAM & RECIPIENT	Bond Proceeds Disbursements ⁶			
	Prior Years	This Quarter	FY to Date	Program to Date
Bicycle/Pedestrian/Neighborhood Safety	\$31,224,192	\$0	\$0	\$31,224,192
Major Corridor Capital Projects	\$322,425,541	\$0	\$0	\$322,425,541
Major Corridor Project EMP	\$54,042,182	\$0	\$0	\$54,042,182
<i>Total 2016 A Bond Disbursement</i>	\$407,691,915	\$0	\$0	\$407,691,915

2018 A Sales Tax Revenue Bond Activity - \$537,480,000				
PROGRAM & RECIPIENT	Bond Proceeds Disbursements ⁶			
	Prior Years	This Quarter	FY to Date	Program to Date
Major Corridor Capital Projects	\$543,553,909	\$29,899,333	\$29,899,333	\$573,453,241
<i>Total 2018 A Bond Disbursement</i>	\$543,553,909	\$29,899,333	\$29,899,333	\$573,453,241

- FOOTNOTES:
1. *Other income includes interest revenue, transfers from TransNet I, other non-sales tax revenue, and the one-time swap of Major Corridor Sales Tax Revenue (to LSI Cities and County) for ARRA funds.*
 2. *Program Disbursements include payments to TransNet recipient agencies and program costs, including payments made for Early Action Projects in prior years, and return of funds.*
 3. *Debt Service includes principal and interest payments, including debt payments beginning in March 2008 upon issuance of the 2008 ABCD Sales Tax Revenue Bonds, and other debt service costs net of interest earnings.*
 4. *2008 Bond Proceeds have been fully disbursed, net of Reserve Requirement of \$17.1 million. The Program to Date total includes interest earnings. The 2008 Bonds were partially defeased with the issuance of the 2012 Bonds on June 14, 2012, thereby reducing the 2008 Bond Proceed Disbursement.*
 5. *2010, 2012, 2014, 2016, and 2018 Bond Proceeds have been fully disbursed and the Program to Date includes interest earnings.*
 6. *The 2012 Bond total includes a premium of \$55.8 million, the 2014 Bond total includes a premium of \$55.3 million, the 2016 Bond total includes a premium of \$78.8 million, the 2018 Bond includes a premium of \$31.6 million and the 2020 bond includes a premium of \$20 million.*
 7. *On March 25, 2021 the Commission issued \$265.9 million in 2021AB bonds of which \$170 million was used to refund the 2014A bonds. The bonds were issued at a premium of \$36 million with \$130 million in project funds available to be used on Major Corridor projects. No project funds as of June 30 have been expended.*

Progress Report on Major Transportation Projects Through September 2021

Overview

This report provides an update on the status of major SANDAG and Caltrans projects and programs funded by the TransNet one-half cent local sales tax and other local, state, and federal revenue sources.¹

Key Considerations

Through September 2021, approximately 13% of the projected FY 2021 Capital Program Budget has been spent, as shown in Attachment 1. Quarter 1 expenditures are normally low due to delayed invoice submittals and new project start up. It is expected that expenditures will begin to increase moving into the following quarter. Additional budget information on specific projects can be found in Attachment 2.

Major Project / Program Highlights

- In September, the Pershing Drive Bikeway advertised for construction and will improve north-south connectivity for people who bike through Balboa Park and between North Park and Downtown San Diego.
- There are currently 14 planned milestones for the second quarter of FY 2022. Of these, three milestones were actualized in October (Interstate 5 High-Occupancy Vehicle Lane: Carlsbad, State Route 15 Bus Rapid Transit: Mid City Centerline Stations, and Barrio Logan Bikeway).
- Attachment 3 provides detail on the total estimated cost for the capital program. Approximately \$1.2 billion in additional funds is needed to close the gap between how much is in the budget and how much is needed to complete projects for which estimates which are known at this time.

Schedule Changes

Schedule updates and milestone definitions can be found in Attachment 4. Page 1 provides an overview of FY 2022 Quarter 1 actual milestone attainment and Quarter 2 for FY 2022 planned milestones, while pages 2 through 4 provide updated schedules and comments if the current milestone completion dates vary from the fiscal year baseline complete date.

- Only projects with an upcoming milestone are included in Attachment 4. Those projects whose next milestones are To Be Determined or Non-Applicable do not appear in this report. Once a milestone is established it will be added to the report.

Action: Information

An update on the status of major SANDAG and Caltrans projects and programs in the San Diego region will be provided.

Fiscal Impact:

The major projects summarized in this report represent an investment of approximately \$613 million for FY 2022 in the San Diego regional transportation system.

Schedule/Scope Impact:

In Quarter 1, 4 milestones were completed with 14 milestones expected to be achieved during Quarter 2 of FY 2022.

¹ The projects in this report are a subset of projects shown in the Final FY 2022 Program Budget. This report does not include minor capital projects or projects in the close out phase.

Next Steps

The next progress report will be presented in February and will provide data through Quarter 2 of FY 2022. During that time, one project is expected to complete the design phase, two projects are expected to begin construction, one project will advertise, seven projects are expected to open to users and three projects, already opened to the public, are expected to close out entirely.

Susan Huntington, Director of Financial Planning and Budgeting

Key Staff Contact: Michelle Smith, (619) 595-5608, michelle.smith@sandag.org

Attachments:

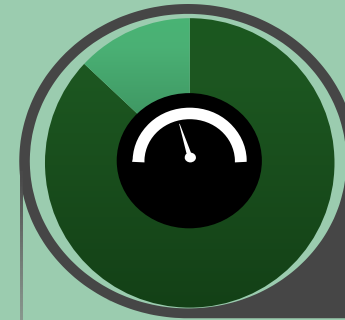
1. FY 2022 Executive Capital Budget Summary
2. Annual Planned vs. Actual Expenditures – through September 2021
3. Total Project Cost vs. Estimate at Completion – through September 2021
4. Quarterly Capital Program Status Report – July – September 2021

Executive Summary

Through the first quarter of FY22, the Capital Program has expended 13% of the projected FY22 budget. As of September 2021, the total FY22 Annual budget is \$613 million with a total of \$80.7 million being spent.

The *TransNet* Major Corridor program has spent 10% (\$23.5M) of its annual budget which represents most of the capital projects in the San Diego Region. All other capital subprograms are listed in the chart below with their respective FY22 expenditures and budget utilization percentage through the first quarter.

Further detail can be found in Attachments 2 - 4.



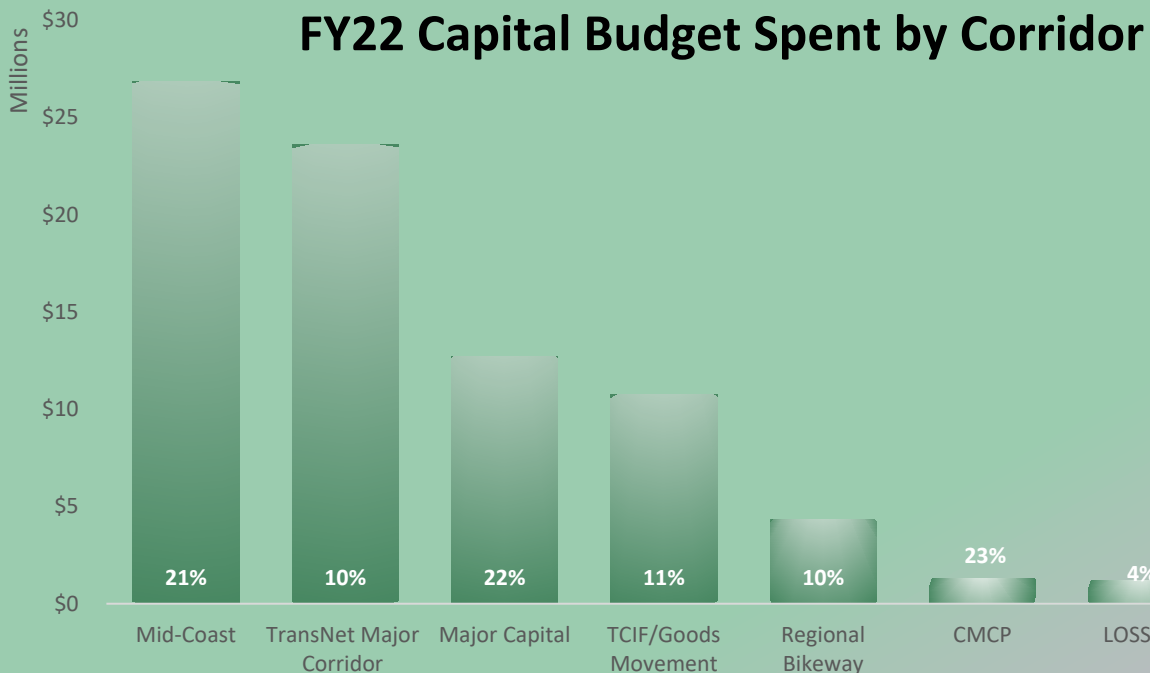
13%

Budget Spent
Annual Budget: \$613M
Budget Spent: \$80.7M

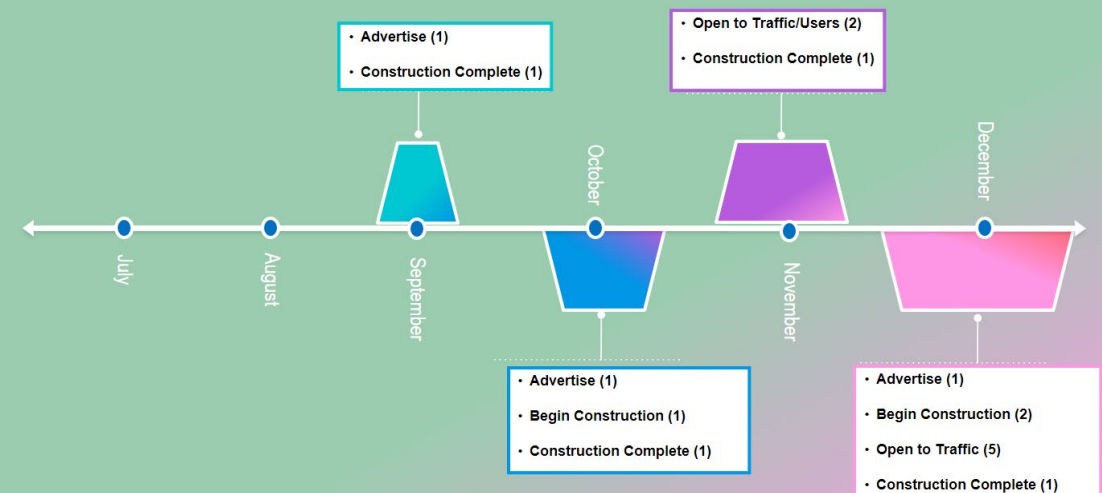


86%

Funded
Need \$1.2B to fund active projects



Actual and Planned Milestones (July through December)



a	b	c	c/b
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CIP	Project Name	Corridor	Approved Funded Budget	FY22 Budget	Expenditures for FY22 (July - Sept)	% of Expenditures for FY22	Comments
Overall Capital Program*			\$5,162,274	\$612,820	\$80,753	13%	
1257001	Mid-Coast Light Rail Transit (LRT)	Mid-Coast	\$1,964,764	\$129,758	\$26,848	21%	
Interstate 5 - North Projects			\$900,316	\$162,097	\$19,673	12%	
1200504	I-5 North Coast: 2HOV Lanes	I-5 North	\$408,197	\$99,307	\$14,326	14%	
1200509	I-5 HOV: San Elijo Bridge Replacement	I-5 North	\$336,534	\$26,577	\$4,607	17%	
1200510	I-5 HOV: Carlsbad	I-5 North	\$127,641	\$33,521	\$259	1%	Groudbreaking occurred in October 2021; expenditures will increase
1200513	SR 56 Auxiliary Lanes	I-5 North	\$27,944	\$2,692	\$481	18%	
Interstate 5 - South Projects			\$169,745	\$10,264	\$876	9%	
1200506	I-5/Genesee Interchange and Widening	I-5 South	\$119,716	\$813	\$118	15%	
1200507	I-5/Voigt Drive Improvements	I-5 South	\$42,780	\$9,332	\$747	8%	
1200512	I-5/Genesee Auxiliary Lane	I-5 South	\$7,249	\$119	\$11	9%	
Interstate 15 Projects			\$47,749	\$20,623	\$55	0%	
1201514	Downtown Multiuse and Bus Stopover Facility	I-15 Corridor	\$45,975	\$20,618	\$55	0%	Project waiting for Right-of-Way payments
1201515	Claremont Mesa Blvd BRT Stations	I-15 Corridor	\$1,774	\$5	\$0	0%	
State Route 125 Projects			\$30,240	\$7,183	\$831	12%	
1212501	SR 94/SR 125 South to East Connector	SR-125 Corridor	\$30,240	\$7,183	\$831	12%	
State Routes 52, 67, 76 and 78 Projects			\$308,226	\$25,683	\$1,520	6%	
1205204	SR 52 Improvements	SR 52, 67, 76, 78 Corridors	\$12,000	\$2,834	\$0	0%	Project has been delayed due to private developer
1206701	SR 67 Improvements	SR 52, 67, 76, 78 Corridors	\$21,000	\$8,686	\$604	7%	
1207606	SR 76 East	SR 52, 67, 76, 78 Corridors	\$203,289	\$2,067	\$158	8%	
1207802	I-15/SR 78 HOV Connectors	SR 52, 67, 76, 78 Corridors	\$32,937	\$4,646	\$424	9%	
1207804	SR 78 HOV Lanes: I-5 to I-15	SR 52, 67, 76, 78 Corridors	\$39,000	\$7,450	\$334	4%	Project just started at the end of FY21; expenditures will increase
Trolley Renewal Projects			\$77,260	\$12,245	\$7	0%	
1210090	Low-Floor Light Rail Transit Vehicles	Trolley Renewal	\$72,260	\$10,050	\$0	0%	This will be a one-time payment occurring later this Fiscal Year
1210091	Palomar Street Rail Grade Separation	Trolley Renewal	\$5,000	\$2,195	\$7	0%	Design was delayed
COASTER Projects			\$361,784	\$28,994	\$1,202	4%	
1239805	Poinsettia Station Improvements	COASTER	\$35,881	\$445	\$29	7%	
1239809	Eastbrook to Shell Double Track	COASTER	\$10,526	\$1,123	\$47	4%	
1239811	Elvira to Morena Double Track	COASTER	\$185,646	\$2,520	\$125	5%	
1239812	Sorrento to Miramar Phase 2	COASTER	\$29,740	\$11,213	\$202	2%	
1239813	San Dieguito Lagoon Double Track and Platform (Des)	COASTER	\$21,958	\$6,386	\$385	6%	
1239814	COASTER Preliminary Engineering	COASTER	\$1,649	\$277	\$2	1%	Funds are spent as projects become available
1239816	Batiquitos Lagoon Double Track	COASTER	\$14,509	\$1,428	\$61	4%	Project is in closeout
1239820	COASTER Train Sets	COASTER	\$58,800	\$4,400	\$1	0%	This will be a one-time payment occurring later this Fiscal Year
1239821	LOSSAN Corridor Improvements	COASTER	\$3,075	\$1,202	\$350	29%	
1239822	San Dieguito Lagoon Double Track and Platform - Construction (Phase 1)	COASTER	\$56,300	\$100	\$0	0%	Project is starting this Fiscal Year and all expenditures are Admin
Interstate 805 Projects			\$262,980	\$7,309	\$623	9%	
1280504	South Bay BRT	I-805	\$126,191	\$450	\$156	35%	
1280513	I-805 / SR-94 Bus on Shoulder Demonstration Project	I-805	\$30,900	\$921	\$354	38%	
1280515	I-805 South Soundwalls	I-805	\$90,089	\$5,436	\$113	2%	Project opened to traffic May 2021; Segement 2 work has just started and expenses will increase
1280518	SR 94 Transit Priority Lanes (I-805 to I-5)	I-805	\$15,800	\$502	\$0	0%	Project will start towards the end of second quarter

Capital Programs FY22 Budget
Planned and Actual Expenditures
through September 30, 2021 (in \$000's)

a	b	c	c/b
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CIP	Project Name	Corridor	Approved Funded Budget	FY22 Budget	Expenditures for FY22 (July - Sept)	% of Expenditures for FY22	Comments
Bikeway Program Projects			\$311,182	\$44,401	\$4,357	10%	
1129900	Bayshore Bikeway: 8B Main Street to Palomar	Regional Bikeway Program	\$1,196	\$20	\$4	20%	
1223016	Coastal Rail Trail San Diego: Rose Creek	Regional Bikeway Program	\$29,599	\$70	\$422	603%	A CR is in process to shift unspent budget from FY21 to FY22
1223017	Coastal Rail Trail Encinitas: E Street to Chesterfield Drive	Regional Bikeway Program	\$9,820	\$236	\$15	6%	
1223020	North Park/Mid-City Bikeways: Robinson Bikeway	Regional Bikeway Program	\$4,358	\$573	\$2	0%	Project is experiencing right-of-way delays; expenditures will increase in Q2
1223022	Uptown Bikeways: Fourth and Fifth Avenue Bikeways	Regional Bikeway Program	\$24,779	\$4,688	\$962	21%	
1223023	Inland Rail Trail	Regional Bikeway Program	\$57,021	\$9,055	\$402	4%	Negotiations for claims are ongoing; payments anticipated at the end of the FY
1223053	San Diego River Trail: Carlton Oaks Segment	Regional Bikeway Program	\$1,700	\$414	\$18	4%	
1223054	Central Avenue Bikeway	Regional Bikeway Program	\$1,409	\$160	\$12	8%	
1223055	Bayshore Bikeway: Barrio Logan	Regional Bikeway Program	\$26,947	\$5,147	\$64	1%	Most of annual budget is for construction, which will begin at the end of the FY
1223056	Border to Bayshore Bikeway	Regional Bikeway Program	\$19,858	\$2,673	\$40	1%	Most of annual budget is for construction, which will begin at the end of the FY
1223057	Pershing Drive Bikeway	Regional Bikeway Program	\$22,418	\$1,931	\$66	3%	Most of annual budget is for construction, which will begin in Q3
1223058	Downtown to Imperial Bikeway	Regional Bikeway Program	\$14,717	\$3,460	\$32	1%	Most of annual budget is for construction, which will begin at the end of the FY
1223079	North Park/Mid-City Bikeways: Howard Bikeway	Regional Bikeway Program	\$1,778	\$45	\$11	24%	
1223081	North Park/Mid-City Bikeways: University Bikeway	Regional Bikeway Program	\$21,004	\$60	\$110	183%	A CR is in process to shift unspent budget from FY21 to FY22
1223082	North Park/Mid-City Bikeways: Georgia-Meade Bikeway	Regional Bikeway Program	\$26,534	\$9,279	\$1,978	21%	
1223083	Uptown Bikeways: Eastern Hillcrest Bikeways	Regional Bikeway Program	\$5,117	\$160	\$25	16%	
1223084	Uptown Bikeways: Washington Street and Mission Valley Bikeways	Regional Bikeway Program	\$2,624	\$283	\$53	19%	
1223085	Uptown Bikeways: Mission Hills and Old Town Bikeways	Regional Bikeway Program	\$1,630	\$899	\$0	0%	Continued design is on-hold pending direction from the City regarding key design features
1223087	North Park/Mid-City Bikeways: Orange Bikeway	Regional Bikeway Program	\$6,416	\$148	\$49	33%	
1223093	GObyBIKE San Diego: Construction Outreach Program	Regional Bikeway Program	\$1,967	\$394	\$84	21%	
1223094	Inland Rail Trail Phase 3	Regional Bikeway Program	\$19,260	\$4,560	\$12	0%	A CR is in process to shift construction budget to FY23
1223095	Inland Rail Trail Phase 4	Regional Bikeway Program	\$12,226	\$166	\$0	0%	Project was just added to the budget in September 2021
Goods Movement Projects			\$371,764	\$100,156	\$10,765	11%	
1201101	SR 11 and Otay Mesa East Port of Entry - Phase 1	TCIF / Goods Movement	\$175,557	\$52,548	\$1,024	2%	Bridging document and utility relocation have been delayed
1201103	SR 11 and Otay Mesa East Port of Entry: Segment 2A Construction	TCIF / Goods Movement	\$130,574	\$9,726	\$5,062	52%	Majority of expenditures will occur in Quarter 1 and Quarter 2
1201104	SR 11 and Otay Mesa East Port of Entry: Siempre Viva Interchange Construction	TCIF / Goods Movement	\$32,308	\$23,915	\$2,636	11%	
1201105	SR 11 and Otay Mesa East Port of Entry: Traffic/Revenue Study	TCIF / Goods Movement	\$2,500	\$320	\$10	3%	Expenditures are expected to increase following Quarter 2
1390506	SR 125/905 Southbound to Westbound Connector	TCIF / Goods Movement	\$30,825	\$13,647	\$2,033	15%	

Capital Programs FY22 Budget
Planned and Actual Expenditures
through September 30, 2021 (in \$000's)

a	b	c	c/b
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CIP	Project Name	Corridor	Approved Funded Budget	FY22 Budget	Expenditures for FY22 (July - Sept)	% of Expenditures for FY22	Comments
	Comprehensive Multimodal Corridor Plan (CMCP)	CMCP Total	\$22,792	\$5,696	\$1,290	23%	
1600101	CMCP - Regional CMCP Development	CMCP	\$1,000	\$217	\$64	29%	
1600501	Central Mobility Hub - Notice of Preparation/P3 Procurement	CMCP	\$5,912	\$162	\$6	4%	
1600503	CMCP - Central Mobility Hub: Military Installation Resilience	CMCP	\$880	\$90	\$62	69%	
1600504	CMCP - Central Mobility Connections	CMCP	\$3,000	\$624	\$310	50%	
1605201	CMCP - Coast, Canyons and Trails (SR 52)	CMCP	\$1,980	\$443	\$79	18%	
1606701	CMCP - San Vicente Corridor (SR 67)	CMCP	\$1,220	\$453	\$56	12%	
1607801	CMCP - SPRINTER/Palomar Airport Road/SR 78/SR 76	CMCP	\$3,000	\$1,349	\$139	10%	
1685501	CMCP - South Bay to Sorrento Corridor	CMCP	\$5,800	\$2,358	\$574	24%	
	Major Capital Projects	Major Capital Total	\$333,472	\$58,411	\$12,706	22%	
1129200	OCS Insulator & Catch Cable Replacement	Major Capital	\$11,883	\$4,548	\$33	1%	
1130100	Financial ERP System	Major Capital	\$2,223	\$649	\$46	7%	
1130102	Financial System Upgrade Contract Management System	Major Capital	\$1,052	\$27	\$0	0%	
1131600	Human Resource Information System (HRIS)	Major Capital	\$1,748	\$1,036	\$20	2%	
1142600	Joint Transportation Operations Center (JTOC)	Major Capital	\$3,221	\$990	\$3	0%	
1145300	Rose Canyon Bridge Replacements	Major Capital	\$220	\$143	\$0	0%	Task order in process. FY 22 work expected to be completed as planned
1145400	San Onofre Bridge Replacements	Major Capital	\$219	\$109	\$0	0%	Task order in process. FY 22 work expected to be completed as planned
1146100	Del Mar Bluffs IV	Major Capital	\$18,684	\$3,951	\$1,791	45%	
1146500	Bridge 257.2 Replacement Project	Major Capital	\$3,016	\$1,053	\$8	1%	
1146600	San Onofre to Pulgas Double Track - Phase 2	Major Capital	\$35,537	\$2,048	\$185	9%	
1146701	UCSD Mid-Coast Improvements – Pepper Canyon	Major Capital	\$3,030	\$18	\$0	2%	
1146702	UCSD Mid-Coast Improvements – Voigt	Major Capital	\$15,400	\$3,297	\$101	3%	
1146703	UCSD Mid-Coast Improvements – Lyman Roundabout	Major Capital	\$13,800	\$977	\$5,783	592%	Expenditures budgeted for FY 21 were incurred in FY 22. Overall project is on track
1146800	CTC Technology Refresh	Major Capital	\$1,702	\$413	\$0	0%	
1146900	El Portal Undercrossing	Major Capital	\$12,100	\$4,300	\$1,251	29%	
1147100	Del Mar Bluffs V	Major Capital	\$68,052	\$7,105	\$338	5%	
1147200	Old Town Transit Center West Improvements	Major Capital	\$5,492	\$814	\$454	56%	
1147300	Del Mar Bluffs Emergency Repairs	Major Capital	\$1,000	\$649	\$15	2%	
1147400	Content Management	Major Capital	\$2,393	\$1,120	\$155	14%	
1147600	Del Mar Bluffs VI	Major Capital	\$17,000	\$0	\$0	0%	Transfer environmental and preliminary engineering activities to Del Mar Bluffs V project 1147100
1147700	Next Operating System (Next OS) Implementation - Phase 1		\$9,644	\$1,892	\$2	0%	
1149000	Central Mobility Hub	Major Capital	\$40,000	\$9,006	\$1,789	20%	
1400000	Regional Tolling Back Office System	Major Capital	\$16,105	\$4,486	\$109	2%	Vendor delays pushing Q1 major milestone payments to Q2
1400402	Roadway Toll Collection System	Major Capital	\$41,192	\$9,355	\$622	7%	
1400405	SR 125 Ramps Overlay	Major Capital	\$8,759	\$425	\$0	0%	Project is on track. Q1 billing is in process

* Project listing does not include Projects Pending Closeout or Minor Capital Projects

Capital Programs FY22 Budget
 Estimate at Completion, Funded Through and Estimated Open to Traffic
 through September 30, 2021 (in 000's)

		a	b	b-a			
CIP	Project Name	Approved Funded Budget	Estimate At Completion (EAC)*	Total Funded Budget vs. EAC	Funded Through	Estimated Open to Public Date	Comments
Overall Capital Program		\$5,162,274	\$6,289,205	\$1,237,752			
1257001	Mid-Coast Light Rail Transit (LRT)	\$1,964,764	\$1,964,764	\$0	CON	2021	
Interstate 5 - North Projects		\$900,316	\$872,372	\$0			
1200504	I-5 North Coast: 2HOV Lanes	\$408,197	\$408,197	\$0	CON	2021	
1200509	I-5 HOV: San Elijo Bridge Replacement	\$336,534	\$336,534	\$0	CON	2021	
1200510	I-5 HOV: Carlsbad	\$127,641	\$127,641	\$0	CON	2022	
1200513	SR 56 Auxiliary Lanes	\$27,944	TBD	TBD	DES	TBD	
Interstate 5 - South Projects		\$169,745	\$169,745	\$0			
1200506	I-5/Genesee Interchange and Widening	\$119,716	\$119,716	\$0	CON	2018	Long-Term Plant Establishment
1200507	I-5/Voigt Drive Improvements	\$42,780	\$42,780	\$0	CON	2021	
1200512	I-5/Genesee Auxiliary Lane	\$7,249	\$7,249	\$0	CON	2020	Finalizing CON Package
Interstate 15 Projects		\$47,749	\$59,749	\$12,000			
1201514	Downtown Multiuse and Bus Stopover Facility	\$45,975	\$45,975	\$0	ROW	TBD	
1201515	Clairemont Mesa Blvd BRT Stations	\$1,774	\$13,774	\$12,000	DES	TBD	
State Route 125 Projects		\$30,240	\$171,240	\$141,000			
1212501	SR 94/SR 125 South to East Connector	\$30,240	\$171,240	\$141,000	ROW	TBD	
State Routes 52, 67, 76 and 78 Projects		\$308,226	\$337,289	\$74,000			
1205204	SR 52 Improvements	\$12,000	TBD	TBD	DES	N/A	Operational Improvements
1206701	SR 67 Improvements**	\$21,000	\$39,000	\$18,000	DED	TBD	Estimates through Design
1207606	SR 76 East	\$203,289	\$203,289	\$0	CON	2017	Landscaping On-going
1207802	I-15/SR 78 HOV Connectors	\$32,937	TBD	TBD	FED	TBD	
1207804	SR 78 HOV Lanes: I-5 to I-15**	\$39,000	\$95,000	\$56,000	DED	TBD	Estimates through Design
Trolley Renewal Projects		\$77,260	\$72,000	\$0			
1210090	Low-Floor Light Rail Transit Vehicles	\$72,260	\$72,000	\$0	CON	2025	Vehicle Delivery
1210091	Palomar Street Rail Grade Separation	\$5,000	TBD	TBD	DES	TBD	
COASTER Projects		\$361,784	\$725,106	\$363,322			
1239805	Poinsettia Station Improvements	\$35,881	\$36,042	\$161	CON	2019	Finalizing CON Package
1239809	Eastbrook to Shell Double Track	\$10,526	\$84,694	\$74,168	DES	TBD	
1239811	Elvira to Morena Double Track	\$185,646	\$185,646	\$0	CON	2020	Right-of-way settlement issues
1239812	Sorrento to Miramar Phase 2	\$29,740	\$229,072	\$199,332	ROW	TBD	
1239813	San Dieguito Lagoon Double Track and Platform	\$21,958	\$21,958	\$0	DES	TBD	
1239814	COASTER Preliminary Engineering	\$1,649	\$1,649	\$0	N/A	N/A	PE only CIP
1239816	Batiquitos Lagoon Double Track	\$14,509	\$104,170	\$89,661	DES	TBD	
1239820	COASTER Train Sets	\$58,800	\$58,800	\$0	CON	2024	Vehicle Delivery
1239821	LOSSAN Corridor Improvements	\$3,075	\$3,075	\$0	PE	N/A	Project Study Report
1239822	San Dieguito Lagoon Double Track and Platform - Construction (Phase 1)	\$56,300	\$56,300	\$0	CON	2025	

Capital Programs FY22 Budget
 Estimate at Completion, Funded Through and Estimated Open to Traffic
 through September 30, 2021 (in 000's)

		a	b	b-a			
CIP	Project Name	Approved Funded Budget	Estimate At Completion (EAC)*	Total Funded Budget vs. EAC	Funded Through	Estimated Open to Public Date	Comments
	Interstate 805 Projects	\$262,980	\$246,730	(\$450)			
1280504	South Bay BRT	\$126,191	\$125,741	(\$450)	CON	2019	Finalizing CON Package
1280513	I-805 / SR-94 Bus on Shoulder Demonstration Project	\$30,900	\$30,900	\$0	CON	2022	
1280515	I-805 South Soundwalls	\$90,089	\$90,089	\$0	CON	2021	Unit 1 has opened to traffic; Unit 2 is currently in progress
1280518	SR 94 Transit Priority Lanes (I-805 to I-5)	\$15,800	TBD	TBD	ENV	TBD	
	Bikeway Program Projects	\$311,182	\$360,701	\$49,519			
1129900	Bayshore Bikeway: 8B Main Street to Palomar	\$1,196	\$3,381	\$2,185	DES	TBD	
1223016	Coastal Rail Trail San Diego: Rose Creek	\$29,599	\$29,599	\$0	CON	2021	
1223017	Coastal Rail Trail Encinitas: E Street to Chesterfield Drive	\$9,820	\$12,940	\$3,120	DES	TBD	
1223020	North Park/Mid-City Bikeways: Robinson Bikeway	\$4,358	\$5,479	\$1,121	ROW	TBD	
1223022	Uptown Bikeways: Fourth and Fifth Avenue Bikeways	\$24,779	\$24,779	\$0	CON	2022	
1223023	Inland Rail Trail	\$57,021	\$57,021	\$0	CON	2021	
1223053	San Diego River Trail: Carlton Oaks Segment	\$1,700	\$9,830	\$8,130	ROW	TBD	
1223054	Central Avenue Bikeway	\$1,409	\$3,819	\$2,410	DES	TBD	
1223055	Bayshore Bikeway: Barrio Logan	\$26,947	\$26,947	\$0	CON	2024	
1223056	Border to Bayshore Bikeway	\$19,858	\$19,858	\$0	CON	2025	
1223057	Pershing Bikeway	\$22,418	\$22,418	\$0	CON	2024	
1223058	Downtown to Imperial Bikeway	\$14,717	\$14,717	\$0	CON	2024	
1223079	North Park/Mid-City Bikeways: Howard Bikeway	\$1,778	\$8,928	\$7,150	DES	TBD	
1223081	North Park/Mid-City Bikeways: University Bikeway	\$21,004	\$21,004	\$0	CON	2025	
1223082	North Park/Mid-City Bikeways: Georgia-Meade Bikeway	\$26,534	\$26,534	\$0	CON	2022	
1223083	Uptown Bikeways: Eastern Hillcrest Bikeways	\$5,117	\$12,500	\$7,383	DES	TBD	
1223084	Uptown Bikeways: Washington Street and Mission Valley Bikeways	\$2,624	\$16,624	\$14,000	DES	TBD	
1223085	Uptown Bikeways: Mission Hills and Old Town Bikeways	\$1,630	\$5,680	\$4,050	DES	TBD	
1223087	North Park/Mid-City Bikeways: Orange Bikeway	\$6,416	\$6,416	\$0	CON	2025	
1223093	GObyBIKE San Diego: Construction Outreach Program	\$1,967	\$1,967	\$0	N/A	N/A	Public Outreach Program
1223094	Inland Rail Trail Phase 3	\$19,260	\$19,260	\$0	CON	2024	
1223095	Inland Rail Trail Phase 4	\$12,226	\$14,381	\$2,155	CON	2026	
	Goods Movement Projects	\$371,764	\$838,352	\$466,588			
1201101	SR 11 and Otay Mesa East Port of Entry - Phase 1	\$175,557	\$633,505	\$457,948	CON	2024	
1201103	SR 11 and Otay Mesa East Port of Entry: Segment 2A Construction	\$130,574	\$132,074	\$1,500	CON	2021	
1201104	SR 11 and Otay Mesa East Port of Entry: Siempre Viva Interchange Construction	\$32,308	\$32,308	\$0	CON	2022	
1201105	SR 11 and Otay Mesa East Port of Entry: Traffic/Revenue Study	\$2,500	\$2,500	\$0	N/A	N/A	Traffic Study Only
1390506	SR 125/905 Southbound to Westbound Connector	\$30,825	\$37,965	\$7,140	CON	2022	
	Comprehensive Multimodal Corridor Plan (CMCP)	\$22,792	\$10,000	\$4,088			
1600101	CMCP - Regional CMCP Development	\$1,000	TBD	TBD	PE	N/A	
1600501	Central Mobility Hub - Notice of Preparation/P3 Procurement	\$5,912	\$10,000	\$4,088	PE	N/A	
1600503	CMCP - Central Mobility Hub: Military Installation Resilience	\$880	TBD	TBD	PE	N/A	
1600504	CMCP - Central Mobility Connections	\$3,000	TBD	TBD	PE	N/A	

Capital Programs FY22 Budget
 Estimate at Completion, Funded Through and Estimated Open to Traffic
 through September 30, 2021 (in 000's)

		a	b	b-a			
CIP	Project Name	Approved Funded Budget	Estimate At Completion (EAC)*	Total Funded Budget vs. EAC	Funded Through	Estimated Open to Public Date	Comments
1605201	CMCP - Coast, Canyons and Trails (SR 52)	\$1,980	TBD	TBD	PE	N/A	
1606701	CMCP - San Vicente Corridor (SR 67)	\$1,220	TBD	TBD	PE	N/A	
1607801	CMCP - SPRINTER/Palomar Airport Road/SR 78/SR 76	\$3,000	TBD	TBD	PE	N/A	
1685501	CMCP - South Bay to Sorrento Corridor	\$5,800	TBD	TBD	PE	N/A	
	Major Capital Projects	\$333,472	\$461,157	\$127,685			
1129200	OCS Insulator & Catch Cable Replacement	\$11,883	\$11,883	\$0	CON	2019	
1130100	Financial ERP System	\$2,223	\$2,223	\$0	GO LIVE	2023	
1130102	Financial System Upgrade Contract Management System	\$1,052	\$1,052	\$0	GO LIVE	2020	
1131600	Human Resource Information System (HRIS)	\$1,748	\$1,748	\$0	GO LIVE	2023	
1142600	Joint Transportation Operations Center (JTOC)	\$3,221	\$13,331	\$10,110	DES	TBD	
1145300	Rose Canyon Bridge Replacements	\$220	\$14,688	\$14,468	FED	TBD	
1145400	San Onofre Bridge Replacements	\$219	\$14,557	\$14,338	FED	TBD	
1146100	Del Mar Bluffs IV	\$18,684	\$18,684	\$0	CON	2023	
1146500	Bridge 257.2 Replacement Project	\$3,016	\$15,404	\$12,388	DES	TBD	Construction is not fully funded
1146600	San Onofre to Pulgas Double Track - Phase 2	\$35,537	\$35,537	\$0	CON	2025	
1146701	UCSD Mid-Coast Improvements – Pepper Canyon	\$3,030	\$3,030	\$0	CON	2021	
1146702	UCSD Mid-Coast Improvements – Voigt	\$15,400	\$15,400	\$0	CON	2022	
1146703	UCSD Mid-Coast Improvements – Lyman Roundabout	\$13,800	\$13,800	\$0	CON	2021	
1146800	CTC Technology Refresh	\$1,702	\$1,702	\$0	CON	2021	
1146900	El Portal Undercrossing	\$12,100	\$12,100	\$0	CON	2022	
1147100	Del Mar Bluffs V	\$68,052	\$68,052	\$0	CON	2026	
1147200	Old Town Transit Center West Improvements	\$5,492	\$5,492	\$0	CON	2021	
1147300	Del Mar Bluffs Emergency Repairs	\$1,000	\$1,000	\$0	CON	2020	
1147400	Content Management	\$2,393	\$2,393	\$0	GO LIVE	2023	
1147600	Del Mar Bluffs VI	\$17,000	\$30,500	\$13,500	DES	TBD	
1147700	Next Operating System (Next OS) Implementation - Phase 1	\$9,644	\$9,644	\$0	GO LIVE	2023	
1149000	Central Mobility Hub	\$40,000	\$95,281	\$55,281	FED	2025	
1400000	Regional Tolling Back Office System	\$16,105	\$16,105	\$0	GO LIVE	2020	
1400402	Roadway Toll Collection System	\$41,192	\$48,792	\$7,600	GO LIVE	2022	
1400405	SR 125 Ramps Overlay	\$8,759	\$8,759	\$0	CON	2021	

DED = Draft Environmental Document; FED = Final Environmental Document; PE = Preliminary Engineering; DES = Design; ROW = Right-of-Way; CON = Construction; TBD = To Be Determined

*EAC through the Construction phase as of September 2021

** Projected estimates are through Design only

**Quarterly Capital Program Status Report
July - September 2021**

Attachment 4

Schedule Data as of 09/30/2021

Capital Program 6-Month Outlook		Milestones marked as A indicate an actualized event. Milestones marked as X indicate a planned event.						
Segment	Milestone	2021 Jul	2021 Aug	2021 Sep	2021 Oct	2021 Nov	2021 Dec	
I-5 North Corridor								
I-5 HOV: Manchester Avenue to Palomar Airport Road (CIP-1200504)	OPEN						X	
I-5 HOV: San Elijo Bridge Replacement (CIP-1200509)	OPEN						X	
I-5 HOV: Carlsbad (CIP-1200510)	BEGIN				A			
COASTER: Elvira to Morena Double Track (CIP-1239811)	COMPLETE						X	
I-5 South Corridor								
I-5 South: Mid-Coast Light Rail Transit (CIP-1257001)	OPEN					X		
I-5 South: I-5/Voigt Drive Improvements (CIP-1200507)	OPEN						X	
I-15 Corridor								
I-15 FasTrak® (CIP-1201504)	COMPLETE			A				
SR 15 BRT: Mid-City Centerline Stations (CIP-1201507)	COMPLETE				A			
Border Access Corridor								
Segment 2A and SR 905/125/11 Southbound Connectors Construction (CIP-1201103)	OPEN						X	
Regional Bikeway Corridor								
Bayshore Bikeway: Barrio Logan (CIP-1223055)	ADVERTISE				A			
Border to Bayshore Bikeway (CIP-1223056)	ADVERTISE						X	
Pershing Drive Bikeway (CIP-1223057)	ADVERTISE	A						
Pershing Drive Bikeway (CIP-1223057)	BEGIN						X	
Major Capital								
UCSD Mid-Coast Improvements – Pepper Canyon (CIP-1146701)	OPEN						X	
UCSD Mid-Coast Improvements – Lyman Roundabout (CIP-1146703)	OPEN					X		
Centralized Train Control (CTC) Technology Refresh (CIP-1146800)	COMPLETE		A					
Old Town Transit Center West Improvements (CIP-1147200)	COMPLETE		A					
Next Operating System (Next OS) Implementation - Phase 1 (CIP-1147700)	BEGIN						X	

Schedule Milestones
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FED represents the signing of the Final Environmental Document by approving agency.
ADVERTISE represents the completion of the project design and advertisement of the construction contract. Before advertisement, all environmental permits have been acquired, right of way has been certified, and the plans, specifications, and engineer's estimate has been completed.
BEGIN represents the beginning of construction initiated by the Notice to Proceed.
OPEN represents the opening of the constructed facility for its intended use.
COMPLETE represents the completion of all construction and most of project closeout items for the project. This includes, but is not limited to: construction contract acceptance, complete plant establishment/landscaping, final inspection, closure of task orders, and all claims settled.

Quarterly Capital Program Status Report July - September 2021

Schedule Data as of 09/30/2021

The table below is a subset of the entire capital program and only shows projects with a milestone date established for the completion of the current phase.

Capital Program Upcoming Milestones		*Variance between current schedule and FY22 Baseline schedule in months.				
Segment	Milestone	FY Baseline	Current Date	Date var. * (mos)	Current Phase	Comment
I-5 South Corridor						
I-5 South:I-5/Genesee Interchange and Widening (CIP-1200506)	COMPLETE	03/31/2024	03/31/2024	0	CON	
I-5 South:I-5/Voigt Drive Improvements (CIP-1200507)	OPEN	12/31/2021	12/31/2021	0	CON	
I-5 South:I-5/Gilman Drive Bridge (CIP-1200508)	COMPLETE	09/30/2022	09/30/2022	0	CON	
I-5 South:I-5/Genesee Auxiliary Lane (CIP-1200512)	COMPLETE	07/31/2022	07/31/2022	0	CON	
I-5 South:Mid-Coast Light Rail Transit (LRT) (CIP-1257001)	OPEN	11/30/2021	11/30/2021	0	CON	
I-5 North Corridor						
I-5 North:I-5 HOV: Manchester Avenue to Palomar Airport Road (CIP-1200504)	OPEN	12/31/2021	12/31/2021	0	CON	
I-5 North:I-5 HOV: San Elijo Bridge Replacement (CIP-1200509)	OPEN	12/31/2021	12/31/2021	0	CON	
I-5 North:I-5 HOV: Carlsbad (CIP-1200510)	OPEN	12/31/2022	12/31/2022	0	CON	
I-5 North:SR 56 Auxiliary Lanes (CIP-1200513)	ADVERTISE	04/30/2022	04/30/2022	0	DES	
COASTER:Poinsettia Station Improvements (CIP-1239805)	COMPLETE	02/28/2022	05/31/2022	-3	CON	Plant establishment delayed by rain
COASTER:Sorrento Valley Double Track (CIP-1239807)	COMPLETE	01/31/2022	01/31/2022	0	CON	
COASTER:Elvira to Morena Double Track (CIP-1239811)	COMPLETE	12/31/2021	12/31/2021	0	CON	
COASTER:San Diego River Bridge (CIP-1239815)	COMPLETE	09/30/2021	01/31/2022	-4	CON	Delay in revegetation
COASTER:COASTER Train Sets (CIP-1239820)	OPEN	05/31/2024	05/31/2024	0	CON	
COASTER:San Dieguito Lagoon Double Track (CIP-1239822)	ADVERTISE	10/31/2022	10/31/2022	0	DES	
SR 52 & SR 76 Corridors						
SR 52 Corridor:SR 52 Improvements (CIP-1205204)	DED	07/31/2022	07/31/2022	0	ENV	
SR 76 Corridor:SR 76 East (CIP-1207606)	COMPLETE	09/30/2024	09/30/2024	0	CON	
SR 78/SPRINTER Corridor						
SR 78/SPRINTER:I-15/SR 78 HOV Connectors (CIP-1207802)	DED	07/31/2022	10/31/2022	-3	ENV	Additional time needed for review
Orange Line-Blue Line Corridor						
Trolley Renewal: Blue Line Railway Signal Improvements (CIP-1210021)	BEGIN	02/28/2022	04/30/2022	-2	DES	FRA has to approve testing plans
Trolley Renewal:Low-Floor Light Rail Transit Vehicles (CIP-1210090)	OPEN	05/31/2025	05/31/2025	0	CON	
I-805 Corridor						
I-805:South Bay BRT (CIP-1280504)	COMPLETE	01/31/2022	01/31/2022	0	CON	
I-805 South: 2 HOV and Direct Access Ramp (CIP-1280510)	COMPLETE	12/31/2022	12/31/2022	0	CON	
I-805 North: 2 HOV Lanes (CIP-1280511)	COMPLETE	12/31/2022	12/31/2022	0	CON	

Quarterly Capital Program Status Report July - September 2021

Schedule Data as of 09/30/2021

The table below is a subset of the entire capital program and only shows projects with a milestone date established for the completion of the current phase.

Segment	Milestone	FY Baseline	Current Date	Date var. * (mos)	Current Phase	Comment
I-805 Corridor (continued)						
I-805:I-805/SR 94 Bus on Shoulder Demonstration Project (CIP-1280513)	OPEN	07/31/2021	01/31/2022	-6	CON	Pole delivery & demo delays due to Covid-19
I-805:I-805 South Soundwalls (CIP-1280515)	COMPLETE	12/31/2027	12/31/2027	0	CON	
I-805:SR 94 Transit Priority Lanes (I-805 to I-5) (CIP-1280518)	DED	10/31/2026	10/31/2026	0	ENV	
Border Access Corridor						
Border Access Corridor:SR 11 and Otay Mesa East Port of Entry (CIP-1201101)	ADVERTISE	03/31/2022	3/31/2022	0	DES	
Border Access Corridor:SR 11 and Otay Mesa East Port of Entry: Segment 2A and SR 905/125/11 Southbound Connectors (CIP-1201103)	OPEN	12/31/2021	12/31/2021	0	CON	
Border Access Corridor:SR 11 and Otay Mesa East Port of Entry: Siempre Viva Interchange Construction (CIP-1201104)	OPEN	09/30/2022	09/30/2022	0	CON	
Border Access Corridor:SR 125/905 Southbound to Westbound Connector (CIP-1390506)	OPEN	10/31/2022	10/31/2022	0	CON	
Regional Bikeway Corridor						
Regional Bikeway:Coastal Rail Trail San Diego: Rose Creek Bikeway (CIP-1223016)	COMPLETE	04/30/2024	04/30/2024	0	CON	
Regional Bikeway:Uptown Bikeways: Fourth and Fifth Avenue Bikeways (CIP-1223022)	OPEN	03/31/2022	03/31/2022	0	CON	
Regional Bikeway:Inland Rail Trail Phases 1 & 2 (CIP-1223023)	COMPLETE	01/31/2023	01/31/2023	0	CON	
Regional Bikeway:Bayshore Bikeway: Barrio Logan (CIP-1223055)	BEGIN	01/31/2022	03/31/2022	-2	DES	Right-of-way and utilities delays
Regional Bikeway:Border to Bayshore Bikeway (CIP-1223056)	ADVERTISE	09/30/2021	12/31/2021	-3	DES	City of San Diego design review delays
Regional Bikeway:Pershing Drive Bikeway (CIP-1223057)	BEGIN	03/31/2022	12/31/2021	3	DES	
Regional Bikeway:Downtown to Imperial Avenue Bikeway (CIP-1223058)	ADVERTISE	09/30/2021	04/30/2022	-7	DES	City of San Diego design review delayed
Regional Bikeway:North Park/Mid-City Bikeways: Howard Bikeway (CIP-1223079)	FED	03/31/2022	03/31/2022	0	ENV	
Regional Bikeway:North Park/Mid-City Bikeways: University Bikeway (CIP-1223081)	ADVERTISE	09/30/2022	07/31/2022	2	DES	
Regional Bikeway:North Park/Mid-City Bikeways: Georgia-Meade Bikeway (CIP-1223082)	OPEN	04/30/2022	04/30/2022	0	CON	
Regional Bikeway:Uptown Bikeways: Eastern Hillcrest Bikeways (CIP-1223083)	ADVERTISE	07/31/2022	07/31/2022	0	DES	
Regional Bikeway:North Park/Mid-City Bikeways: Orange Bikeway (CIP-1223087)	FED	12/31/2021	03/31/2022	-3	ENV	Additional time needed for review
Regional Bikeway:Inland Rail Trail Phase 3 (CIP-1223094)	ADVERTISE	08/31/2021	05/31/2022	-9	DES	Right-of-way acquisitions in process
Regional Bikeway:Inland Rail Trail Phase 4 (CIP-1223095)	ADVERTISE	11/30/2023	11/30/2023	0	DES	

Schedule Milestones

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Current Phases: ENV = Environmental, DES = Design, CON = Construction

Quarterly Capital Program Status Report July - September 2021

Schedule Data as of 09/30/2021

The table below is a subset of the entire capital program and only shows projects with a milestone date established for the completion of the current phase.

Segment	Milestone	FY Baseline	Current Date	Date var. * (mos)	Current Phase	Comment
Major Capital						
OCS Insulator & Catch Cable Replacement (CIP-1129200)	COMPLETE	05/31/2023	05/31/2023	0	CON	
Financial ERP System (CIP-1130100)	BEGIN	06/30/2021	01/31/2022	-7	DES	RFP and demos slower than expected
Financial System Upgrade Contract Management System (CIP-1130102)	COMPLETE	05/31/2022	05/31/2022	0	CON	
Human Resource Information System (HRIS) (CIP-1131600)	BEGIN	08/31/2021	01/31/2022	-5	DES	RFP and demos slower than expected
Joint Transportation Operations Center (JTOC) (CIP-1142600)	ADVERTISE	06/30/2021	03/31/2022	-9	DES	Stakeholder team reviewing new designs
Rose Canyon Bridge Replacements (CIP-1145300)	FED	03/31/2022	03/31/2022	0	ENV	
San Onofre Bridge Replacements (CIP-1145400)	FED	05/31/2022	05/31/2022	0	ENV	
Del Mar Bluffs IV (CIP-1146100)	OPEN	10/31/2023	10/31/2023	0	CON	
Bridge 257.2 Replacement Project (CIP-1146500)	FED	10/31/2020	03/31/2022	-17	ENV	Permitting review delayed by COVID-19
San Onofre to Pulgas Double Track - Phase 2 (CIP-1146600)	ADVERTISE	07/31/2021	03/31/2022	-8	DES	Navy Red Beach project delayed
UCSD Mid-Coast Improvements – Pepper Canyon (CIP-1146701)	OPEN	07/31/2021	12/31/2021	-5	CON	Weather delay
UCSD Mid-Coast Improvements – Voigt (CIP-1146702)	OPEN	11/30/2021	01/31/2022	-2	CON	Permits, coordination of waterline
UCSD Mid-Coast Improvements – Lyman Roundabout (CIP-1146703)	OPEN	11/30/2021	11/30/2021	0	CON	
EI Portal Undercrossing (CIP-1146900)	OPEN	04/30/2022	04/30/2022	0	CON	
Del Mar Bluffs V (CIP-1147100)	ADVERTISE	08/31/2022	08/31/2022	0	DES	
Content Management (CIP-1147400)	ADVERTISE	07/31/2021	06/30/2022	-11	DES	Implementation split into phases
Next Operating System Implementation - Phase 1 (CIP-1147700)	BEGIN	12/31/2022	12/31/2021	12	DES	
Central Mobility Station (CIP-1149000)	DED	12/31/2022	01/31/2025	-25	ENV	Evaluating alternative locations
Regional Tolling Back Office System (CIP-1400000)	COMPLETE	01/31/2022	04/30/2022	-3	CON	Delay in vendor software development
Roadway Toll Collection System (CIP-1400402)	OPEN	12/31/2021	09/30/2022	-9	CON	Delay in vendor system development
SR 125 Ramps Overlay (CIP-1400405)	COMPLETE	02/28/2023	02/28/2023	0	CON	

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Current Phases: ENV = Environmental, DES = Design, CON = Construction

Chief Executive Officer Delegated Actions

Overview

Various Board Policies require the Chief Executive Officer to report certain actions to the Board of Directors on a monthly basis or upon taking specified actions.

Delegated Actions

Investment Transactions: [SANDAG Board Policy No. 003](#) states that a monthly report of all investment transactions shall be submitted to the Board. Attachment 1 contains the reportable investment transactions for November 2021.

Legal Matters: [SANDAG Board Policy No. 008](#) authorizes the Office of the General Counsel or outside counsel to file documents and make appearances on behalf of the agency in court proceedings. The list below reflects such actions taken for this reporting period.

In the matter of CS Legacy Construction Inc. v. Mid-Coast Transit Constructors (Superior Court Case No. 2021-00012911), the following actions were taken by Best Best & Krieger on behalf of SANDAG:

- On November 5, 2021, filed an Answer
- On November 30, 2021, filed a Case Management Statement

In the matter of SANDAG v. Costa Verde Hotel LLC (Superior Ct. Case No. 2018-00030194), the following actions were taken by Nossaman on behalf of SANDAG:

- On October 7, 2021, filed a Stipulation and Order to Continue Trial and Related Dates
- On October 22, 2021, filed a Notice of Trial and Related Dates
- On October 22, 2021, filed a Notice of Demand for Exchange of Expert Witness Lists

In the matter of SANDAG v. 8650 Villa La Jolla (Superior Ct. Case No. 2017-00039831), the following actions were taken by Nossaman on behalf of SANDAG:

- On November 10, 2021, filed a Notice of Entry of Judgment
- On November 15, 2021, filed a Stipulation for Interlocutory Judgment
- On November 23, 2021, filed a Judgment
- On November 29, 2021, filed a Notice of Entry of Judgment

In the matter of City of Coronado et al v. SANDAG (Court of Appeal Case No. D079013), the following action was taken by Meyers Nave on behalf of SANDAG:

- On December 7, 2021, filed a Respondents Brief

Action: **Information**

In accordance with various Board Policies, this report summarizes delegated actions taken by the Chief Executive Officer.

Fiscal Impact:

Two securities reached maturity and two securities were sold in November for a total of \$19.5 million, and two securities were purchased for \$14.5 million, providing approximately \$5 million of liquidity to SANDAG.

Schedule/Scope Impact:

None.

Budget Modifications: SANDAG Board Policy No. 017 authorizes the Chief Executive Officer to enter into agreements currently not incorporated in the budget and to make other budget modifications in an amount of up to \$300,000 per transaction, so long as the overall budget remains in balance. This provision may not, however, be used multiple times on the same budget line item in order to circumvent the \$300,000 limit. Staff understands this to mean the budget resets when actions are reported out or upon the Board adopting a new budget. Actions taken in November are shown in Attachment 2.

Right-of-Way Certification: SANDAG Board Policy No. 017, Section 4.15, authorizes the Chief Executive Officer to execute all right-of-way property transfer documents, including rights of entry, licenses, leases, deeds, easements, escrow instructions, and certificates of acceptance. The list below reflects the approved documents for this reporting period.

Mid-Coast Corridor Transit Project – Capital Improvement Project No. 1257001			
No.	Address	Nature of Activity	Date
1.	8657 Villa La Jolla, San Diego, CA 92037; Islands Restaurants, LLC	Stipulation of Interlocutory Judgement	11/18/2021
2.	4320, 4330, 4350, 4370, and 4380 La Jolla Village Drive and 4365 Executive Drive, San Diego, CA 92121; UTC Venture, LLC	Temporary Construction Access and Pedestrian License Agreement	11/18/2021

Hasan Ikhmeta, Chief Executive Officer

Key Staff Contact: Kimberly Monasi, (619) 699-6902, kimberly.monasi@sandag.org

- Attachments:
1. November 2021 Investment Securities Transactions Activity
 2. November 2021 Budget Transfers and Amendments

**MONTHLY ACTIVITY FOR INVESTMENT SECURITIES TRANSACTIONS
NOVEMBER 1 THROUGH NOVEMBER 30, 2021**

Transaction Date	Security/Coupon/Maturity Date	Par Value	Original Cost
BOUGHT			
11/12/2021	U S TREASURY NT 1.500% 9/30/24	\$ 8,120,000.00	\$ 8,278,276.56
11/22/2021	U S TREASURY NT 2.125% 11/30/23	6,000,000.00	6,180,937.50
	TOTAL BOUGHT:	<u>\$ 14,120,000.00</u>	<u>\$ 14,459,214.06</u>
MATURED			
11/15/2021	TOYOTA AUTO 2.120% 2/15/23	\$ 825,741.33	\$ 833,353.64
11/29/2021	F H L B DEB 1.875% 11/29/21	5,000,000.00	4,915,300.00
	TOTAL MATURED:	<u>\$ 5,825,741.33</u>	<u>\$ 5,748,653.64</u>
SOLD			
11/22/2021	U S TREASURY NT 1.500% 9/30/24	\$ 8,120,000.00	\$ 8,278,276.56
11/22/2021	F N M A 0.250% 7/10/23	5,450,000.00	5,436,974.50
	TOTAL SOLD:	<u>\$ 13,570,000.00</u>	<u>\$ 13,715,251.06</u>

¹ Securities sold as part of liquidating the 2008 ABCD Reserve Fund

FY 2022 Budget Transfers and Amendments in '000s

PROJECT NUMBER	PROJECT NAME	CURRENT BUDGET	NEW BUDGET	CHANGE	EXPLANATION
3201700	Climate Action Planning Program (SB 1 FY 2019/2020)	\$564.78	\$138.94	(\$425.84)	Administrative Amendment: Unspent FY 2020 SB1 funds on 3201700 were going to expire February 2022. Swapping with FY 2022 SB1 funds on Regional Plan Outreach to allow additional time to spend the funds. The unspent FY 2020 funds will be used on 3102007 before February 2022. SB1 planning funds are required to be programmed on individual projects for tracking.
3102007	NEW - Regional Plan Outreach FY 21/FY22 (SB 1 FY 2019/2020)	\$0.00	\$425.84	\$425.84	
3102006	Regional Plan Outreach FY 2022 (SB 1 FY 2021/2022)	\$1,174.23	\$748.39	(\$425.84)	
3201701	NEW - Climate Action Planning Program FY 2022 (SB 1 FY 2021/2022)	\$0.00	\$425.84	\$425.84	

Meetings and Events Attended on Behalf of SANDAG

Board members participated in the following meetings and events on behalf of SANDAG. Key topics of discussion are also summarized.

November 12, 2021: Metrolink Board of Directors Meeting, San Diego, California

City of Encinitas Councilmember Joe Mosca attended the Metrolink Board meeting as the SANDAG representative. Councilmember Mosca participated in discussions on rail operations, state and federal legislative efforts, the San Clemente emergency track repairs, and other Metrolink related business – all information applicable to rail services in the San Diego region.

Action: Information

Board members will provide brief reports on external meetings and events attended on behalf of SANDAG.

Fiscal Impact:

None.

Schedule/Scope Impact:

None.

November 15, 2021: Los Angeles-San Diego-San Luis Obispo (LOSSAN) Board of Directors Meeting, San Diego, California

City of Encinitas Councilmember Joe Mosca attended the LOSSAN Board meeting as the SANDAG representative. Councilmember Mosca participated in discussions on the LOSSAN Annual Business Plan; and Pacific Surfliner ridership, revenue, and on-time performance trends. The LOSSAN Board approved Rail 2 Rail agreements, a Pacific Surfliner Operating Agreement, and other LOSSAN procurements.

Hasan Ikhata, Chief Executive Officer

Key Staff Contact: Francesca Webb, (619) 699-1985, francesca.webb@sandag.org

Regional Digital Equity Strategy and Action Plan

Overview

In January 2021, the Board of Directors [adopted Board Resolution 2021-09](#), committing to develop a Digital Equity Strategy and Action Plan that leads to rapid broadband deployment and adoption in the San Diego region. To help shape the development of the Digital Equity Strategy and Action Plan, SANDAG formed a [Regional Digital Divide Taskforce](#) to provide technical input.

Key findings from the regional broadband gap analysis and overview of the Regional Digital Equity Strategy were shared with the Board at its October 22, 2021, meeting. Since then, staff has developed an [Action Plan](#) (Attachment 1) to guide implementation of the Digital Equity Strategy over the next several years. The Action Plan was informed by a [community success roadmap](#) (Regional Digital Equity Strategy and Action Plan - Appendix F) that was co-developed in partnership with Cisco Systems, to help the region align stakeholder interests and develop actionable recommendations to close the digital divide. This included an extensive outreach process that included over 60 one-one-one interviews with regional, state and federal stakeholders.

Key Considerations

The Action Plan details near-term and continuing actions associated with each of the seven overarching strategies for improving broadband access and adoption in San Diego County. SANDAG and the Taskforce are already advancing work on many early actions including:

Broadband Access:

- Establish a work group to develop regional permitting standards and guidelines that expedite broadband infrastructure development in unserved and underserved communities.
- Pilot a Dig-Once project to deploy conduit and fiber as part of the State Route 67 Pavement Rehabilitation Project. Last month, the California Department of Technology announced a significant investment in broadband infrastructure improvements, identifying 18 initial broadband projects statewide and four corridors in the San Diego region serving rural communities and Tribal Nations (State Routes 67, 76, 78, and 79).
- Complete a Digital Infrastructure and Broadband Master Plan for building out a regional broadband network that connects public facilities in each of the San Diego region's jurisdictions.
- Develop a regional fiber sharing agreement template for public and private partners.
- Develop a dig once policy to integrate digital communications infrastructure as part of SANDAG-funded projects.

Action: **Adopt**

The Board of Directors is asked to adopt the Digital Equity Strategy and Action Plan as a regional model to bridge the digital divide.

Fiscal Impact:

This effort is funded by Overall Work Program Element Nos. 3310714, 3503000, and 3322200.

Schedule/Scope Impact:

Implementation of the Action Plan is already underway and will continue through FY 2022.

- Conduct a joint procurement with the Southern California Association of Governments to pre-qualify broadband providers as potential partners for grants and other digital equity projects that expand broadband infrastructure and services in Southern California.
- Complete the regional economic analysis on the impacts of universal broadband.
- Conduct a study on the impacts of broadband on vehicle miles traveled and greenhouse gas emission reductions.

Broadband Adoption:

- Continue convening community-based organizations (CBOs), public housing, public health and education organizations to advance initiatives that increase broadband services, adoption, and digital literacy.
- Conduct a regional survey to evaluate household broadband adoption including broadband subscriptions, affordability, and device ownership. Develop a plan for regular surveying to measure progress on broadband adoption.
- Create and maintain a regional portal for resources and information on digital equity information including subsidies for broadband service, digital literacy programs, accessibility and device technical assistance.
- Coordinate with 211 to cross-promote information on digital equity resources and programs.
- Encourage member agencies, CBOs, businesses to donate retired technology assets to organizations that refurbish and distribute them to communities in need. In October, SANDAG donated over 105 computers to San Diego Futures Foundation as part of their computer refurbishment and donation program.

SANDAG staff and members of the Digital Divide Taskforce, including the San Diego Housing Commission and Caltrans, will provide the Board with an overview of early actions to expand broadband in the region.

Next Steps

Many near-term actions identified in the Action Plan are already underway and will continue into FY 2022 and beyond. SANDAG will continue to monitor implementation, evaluate priorities, and update the Action Plan on an annual basis to reflect progress.

The state and federal legislature recently authorized significant investments to expand and improve broadband. In July 2021, Governor Newsom signed Senate Bill 156 into law which invests \$6 billion in the state and President Biden’s \$1.2 trillion federal infrastructure bill allocates \$65 billion for broadband. Staff anticipates that much of this funding will be made available through grants and is preparing to apply for forthcoming federal and state grant opportunities.

Ray Traynor, Chief Planning & Innovation Officer

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Attachment: 1. Regional Digital Equity Strategy and Action Plan

Agenda Item 13 — Attachment 1:

Regional Digital Equity Strategy and Action Plan

The full document in electronic format can be downloaded at:

https://www.sandag.org/uploads/projectid/projectid_614_31195.pdf

A reference copy will be available at the meeting. For a printed copy, please contact the Public Information Office at (619) 699-1950 or pio@sandag.org.

SANDAG Community Benefits Agreement

Overview

On April 9, 2021, the Board of Directors adopted Resolution No. 2021-17 which directed staff to consider “Local workforce and careers in construction for our region through Project Labor Agreements (PLAs)” when drafting the 2021 Regional Plan. Staff provided more information on the proposed PLA, also referred to as a Community Benefits Agreement (CBA), to the Board at its meeting on July 23, 2021, and staff was authorized to begin negotiations on a CBA with the San Diego County Building and Construction Trades Council (Building Trades). The CBA will benefit the San Diego region by advancing racial equity, assisting vulnerable individuals, and supporting underserved local communities. The ultimate goal is to create economic sustainability benefits to the region, derived from employment and training programs to help individuals that are systemically marginalized.

Action: **Approve**

The Board of Directors is asked to authorize the Chief Executive Officer to execute the negotiated Community Benefits Agreement between SANDAG and the San Diego County Building and Construction Trades Council in substantially the same form as attached.

Fiscal Impact:

None.

Schedule/Scope Impact:

None.

Key Considerations

Community Benefits Agreement

SANDAG and the Building Trades have finalized CBA negotiations (Attachment 1). The final negotiated CBA outlines the SANDAG commitment to creating programs that provide access to a skilled and trained workforce and address the needs of underserved groups who have historically experienced significant barriers to participating in employment within the construction industry.

SANDAG and the Building Trades have agreed upon the following significant components of the CBA.

- The CBA’s referral and hiring procedures are inclusive of all state and federally approved apprenticeship programs, which provide meaningful and sustainable careers in the building and construction industry.
- The CBA contains hiring goals for Disadvantaged Workers and Targeted Workers, and detailed provisions supporting a pipeline from pre-apprenticeship through apprenticeship and journey-level careers; this system focuses on local workers to the greatest extent feasible.
- The CBA contains enhanced flexibility for disadvantaged businesses to support full opportunity for participation.
- Construction contracts below \$5 million will not be covered by the CBA.
- The CBA will become effective 120 calendar days after it has been fully executed by SANDAG, the Building Trades, and the signatory unions, and will remain in effect for a five-year term.

Upon execution of the CBA, the following provisions will be applicable:

- Permits all qualified contractors and subcontractors to bid for and be awarded work on the project without regard to whether they are otherwise parties to collective bargaining agreements (both union and non-union contractors may bid on and perform work on CBA-covered construction projects).
- Prohibits discrimination based on race, national origin, religion, sex, sexual orientation, political affiliation, or membership in a labor organization in hiring and dispatching workers for the project.

- Contains guarantees against work stoppages, strikes, pickets, lockouts, and other similar disruptions of the projects.
- Provides that disputes arising from the agreement shall be resolved by a neutral arbitrator.

The CBA includes robust provisions that target a specific framework of equity and inclusion through economic opportunities, such as creating career pathways for disadvantaged workers, targeted workers, veterans, individuals from under-represented populations, and disadvantaged businesses in the San Diego region. These opportunities will be addressed through the SANDAG Workforce Opportunities for Rising Careers (WORC) program (Attachment 2), which creates jobs with high growth rates, thus increasing the number of disadvantaged individuals working on SANDAG construction projects that benefit the community. The CBA expands further on developing a system for career placement that meets the objectives of the WORC program.

Workforce Opportunities for Rising Careers Program

The WORC program is a workforce utilization and development program that focuses on creating construction career pathways throughout the transportation industry for disadvantaged workers (Attachment 3) and Targeted Workers (Attachment 4). The SANDAG Commitment to Equity statement expresses that our agency firmly upholds equity and inclusion for every person in the San Diego region. Implementing the WORC program within the CBA will allow SANDAG to uphold equity in our workforce by assisting in employing disadvantaged individuals, including low income, women, minorities, veterans, homeless, formerly incarcerated, and other under-represented populations. Additional programs will include a Disadvantaged Business Program (Attachment 5) and a Helmets to Hardhats Program (Attachment 6).

Workforce Pipeline

One of the main goals of the SANDAG CBA is to have a pipeline to a skilled and trained workforce through hiring halls for projects that have been planned in the 2021 Regional Plan. A large number of individuals within the construction industry are nearing or at the retirement age. With the tremendous schedule of upcoming construction projects in the San Diego region, this CBA partnership with the Building Trades is a highly effective way to ensure we have a local workforce that is able to construct future SANDAG projects.

Next Steps

The Board is asked to authorize the Chief Executive Officer to execute the negotiated CBA between SANDAG and the San Diego County Building and Construction Trades Council in substantially the same form as attached.

Hasan Ikhata, Chief Executive Officer

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- Attachments:
1. Community Benefits Agreement – Final Negotiation
 2. Workforce Opportunities for Rising Careers (WORC) Program
 3. Disadvantaged Workers
 4. Targeted Workers
 5. Disadvantaged Businesses
 6. Helmets to Hardhats

SAN DIEGO ASSOCIATION OF GOVERNMENTS
COMMUNITY BENEFITS AGREEMENT

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SAN DIEGO ASSOCIATION OF GOVERNMENTS

COMMUNITY BENEFITS AGREEMENT

This Community Benefits Agreement (“CBA”) is entered into by and between the San Diego Association of Governments (“SANDAG”), the San Diego County Building and Construction Trades Council, AFL-CIO (“Council”), and the signatory Craft Unions (“Union”).

ARTICLE 1

RECITALS

WHEREAS, SANDAG is committed to creating programs that provide access to a skilled and trained workforce and address the needs of underserved groups who have historically experienced significant barriers to participating in employment within the construction industry. Through the implementation of projects included in the 2021 Regional Plan, SANDAG aims to create economically sustainable benefits to the region, derived from employment and training programs to help individuals that are systemically marginalized. SANDAG supports policies that create careers, advance racial and gender equity, and assist vulnerable individuals located in underserved communities; and

WHEREAS, this CBA is necessary to implement the 2021 Regional Plan, which includes projects of regional significance critical to the safety, economic sustainability, and quality of life of the citizens of San Diego County; and

WHEREAS, SANDAG desires the completion of the Covered Projects in a professional, safe, efficient, and economical manner, without undue delay or work stoppage; and

WHEREAS, the successful completion of Covered Projects are of the utmost importance to the San Diego region; and

WHEREAS, the Parties have pledged their full commitment to work towards a mutually satisfactory completion of the Covered Projects; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work on the Covered Projects, including workers affiliated with and/or represented by the Unions; and

WHEREAS, it is recognized that on construction projects with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the Parties agree that by establishing and stabilizing wages, hours, and working conditions for the workers employed on the Covered Projects, a satisfactory, continuous, and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of Covered Projects; and

WHEREAS, in recognition of the special needs of the Covered Projects and to maintain a spirit of harmony, labor-management relations, peace, and stability during the term of this CBA, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances without any strikes, slowdowns, work interruptions, or disruption of Covered Projects, and the Contractors agree not to engage in any lockout; and

WHEREAS, the SANDAG Workforce Opportunities for Rising Careers (WORC) is a workforce utilization and development program that focuses on creating construction career pathways throughout the transportation industry for Disadvantaged Workers and Targeted Workers. In the SANDAG Commitment to Equity Statement, it is expressed that our agency firmly upholds equity and inclusion for every person in the San Diego region. Implementing the WORC program will allow SANDAG to uphold equity in our workforce by paving career pathways for disadvantaged individuals, including low income, women, minorities, veterans, homeless, formerly incarcerated, and other under-represented populations; and

WHEREAS, SANDAG places high priority upon the development of comprehensive programs for the recruitment, training, and employment of Targeted Workers and Disadvantaged Workers, and also recognizes the ability of local Apprenticeship Programs to provide meaningful and sustainable careers in the building and construction industry. SANDAG, Contractors and Unions will encourage Targeted Workers and Disadvantaged Workers to participate in Covered Projects through programs and procedures jointly developed to prepare and encourage such individuals for entrance into Apprenticeship Programs and formal employment on the Covered Projects through the referral programs sponsored and/or supported by the Parties to this CBA; and

WHEREAS, the Covered Projects will provide opportunities for Disadvantaged Businesses to participate as Contractors, subcontractors, or suppliers, and the Parties therefore agree that they will cooperate with all efforts of SANDAG, the Project Labor Coordinator, Contractors and other organizations retained by SANDAG for this purpose, to encourage and assist the participation of Disadvantaged Businesses in the Covered Projects. Specifically, Contractors and Unions understand that SANDAG has established and quantified goals which place a strong emphasis on the utilization of Disadvantaged Businesses on Covered Projects. SANDAG, Contractors and Unions shall participate in outreach programs and provide education, and assistance to businesses not familiar with working on projects of this scope. Further, the Parties shall ensure that the provisions of this CBA do not inadvertently establish impediments to participation of such Disadvantaged Businesses, Targeted Workers and Disadvantaged Workers; and

WHEREAS, it is further understood that SANDAG shall actively administer and enforce the obligations of this CBA to ensure that the benefits of the CBA flow to all signatory Parties, Contractors, craft persons working under it, and residents of the San Diego region. SANDAG will designate a “Project Labor Coordinator,” either from its own staff and/or a consultant acting on behalf of SANDAG, to monitor and enforce compliance with the CBA. The Project Labor Coordinator, as the authorized representative of SANDAG, will assist with the development and implementation of the programs referenced in this CBA, all of which are critical to fulfilling the intent and purposes of the Parties and this CBA.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES AS FOLLOWS:

ARTICLE 2

DEFINITIONS

Capitalized terms utilized in this CBA which are not otherwise defined herein shall have the meanings ascribed to said terms below. All definitions include both singular and plural forms.

“Applicable Prevailing Wage Laws” means the prevailing wage laws, regulations, and determinations applicable to a Covered Project pursuant to the State of California Labor Code and/or the Davis-Bacon Act and related federal laws.

“Apprentice” means an apprentice properly registered in an Apprenticeship Program for the entire time they are employed on a Covered Project.

“Apprenticeship Program” means an apprenticeship program (i) approved by the State of California’s Division of Apprenticeship Standards; (ii) registered with the U.S. Department of Labor; or (iii) registered with a State Apprenticeship Agency granted authority by the U.S. Department of Labor to register apprenticeship programs for federal purposes, pursuant to 29 CFR Part 29.

“Contractor” means the Prime Contractor and any subcontractor of any tier awarded Covered Work. The term “Contractor” includes any individual, firm, partnership, corporation, owner operator, consultant or combination thereof, including joint ventures, performing Covered Work.

“Core Employee” is defined in Article 4, Section 4.6(f).

“Council” means the San Diego County Building & Construction Trades Council.

“Covered Contract” means a prime contract or subcontract awarded for performance of Covered Work, or an individual job order constituting a Covered Project as defined below.

“Covered Project” means a construction project with a prime contract awarded by SANDAG with a SANDAG estimated construction contract award value of \$5,000,000 or greater. For Job Order Contracts, a Covered Project means any individual job order valued at \$250,000 or greater and issued under a master Job Order Contract with an award value of \$5,000,000 or greater. SANDAG shall establish the maximum value of master Job Order Contracts in good faith and not for the purpose of avoiding the applicability of this CBA.

“Covered Work” means construction work in furtherance of a Covered Project, other than work excluded pursuant to specific exemptions set forth in this CBA. Covered Work includes surveying and inspection services regarding construction of a Covered Project, within the State of California general prevailing wage determination for Field Surveyor and/or Building/Construction Inspector and Field Soils and Material Tester, when this work is performed under a Covered Contract, or under a professional services agreement.

“Disadvantaged Area” means a zip code that contains a census tract for which the average household income is no more than 80 percent of the average household income for the Metropolitan Statistical Area (as designated by the U.S. Office of Management and Budget) in which that census tract is located. Qualifying zip codes are available on the SANDAG website, as indicated on the Workforce Dispatch Request Form.

“Disadvantaged Business” means a business that has been certified by the California Department of Transportation and or any other CALTRANS-approved California certifying agency as a Disadvantaged Business Enterprise pursuant to 49 C.F.R §26.5; or a business that has been certified by the California Office of Small Business and DVBE Services as a Small Business, a Small Business for the Purpose of Public Works, or a Disabled Veteran Business Enterprise.

“Disadvantaged Worker” means an individual domiciled in a Disadvantaged Area, or a Veteran residing anywhere. “Domiciled” has the meaning set forth in section 349(b) of the California Election Code, indicating a fixed address with intent of continued residency. For Covered Projects that are not federally-funded, and for federally-funded projects for which local hiring requirements have been pre-approved by federal funding sources, this definition is modified by a Local Employment Project Radius, as described in Section 4.5(b).

“Jobs Coordinator” means an independent third-party individual, entity or employee with whom the Prime Contractor enters into a contract or employs to assist the Contractor with achieving and exceeding the Disadvantaged Worker and Targeted Worker goals set forth in Section 4.5 of this CBA. In addition, the Jobs Coordinator shall assist the Contractor

to fulfill its Workforce Opportunities for Rising Careers program and Helmets to Hardhats obligations described herein.

“Master Agreement” means the local master labor agreement of a Union.

“Party” means SANDAG, the Council, and each Union.

“Prime Contractor” means the contractor awarded a Covered Contract in privity directly with SANDAG.

“Project Labor Coordinator” means the designee of SANDAG, either from its own staff and/or a consultant acting on behalf of SANDAG, to monitor compliance with this CBA and assist with developing, implementing and administering the requirements, policies and programs referenced herein.

“SANDAG” means the San Diego Association of Governments.

“Targeted Worker” means any individual qualifying for one or more of the following categories, at initial time of employment on the Covered Project in question:

- (a) is a Veteran;
- (b) is an Apprentice with less than fifteen percent of the work hours required for completion of the Apprenticeship Program;
- (c) has no high school diploma or general education diploma (GED);
- (d) is homeless or has been homeless within the last year;
- (e) is a former foster youth;
- (f) is a custodial single parent;
- (g) is experiencing protracted unemployment (defined as receiving unemployment benefits for at least three months);
- (h) is a current recipient of government cash or food assistance benefits;
- (i) has a documented income at or below 100 percent of the Federal Poverty Level;
- (j) is formerly incarcerated; or
- (k) is a graduate of an apprenticeship readiness program approved to use the multi-craft core curriculum (MC3).

“Union” means any labor organization signatory to this CBA.

“Veteran” means a veteran or the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C. 4215(a)).

“Workforce Dispatch Request Form” means the project-specific form by which Contractors request workers from the Union hiring halls on Covered Projects, an example of which is attached as Attachment B-1.

ARTICLE 3

SCOPE OF THE CBA

Section 3.1 This CBA is limited to covering all onsite construction work on Covered Projects within the scope of each Covered Contract.

Section 3.2 Exclusions. Items specifically excluded from the scope of this CBA include the following:

- (a) Work of non-manual employees including but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, and management employees; and
- (b) All offsite manufacturing, fabrication, deliveries, maintenance, and handling of materials, equipment, or machinery, and the offsite hauling of materials of any kind to or from the Covered Project site. However, any lay down or storage areas for equipment or material and manufacturing (i.e. prefabrication) sites dedicated solely for the project, on-site fabrication, and the movement of materials or goods between locations on a Covered Project site are within the scope of the CBA. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Project; and
- (c) All employees of SANDAG, Project Labor Coordinator, design teams (including, but not limited to, architects, engineers, and master planners), or any other consultants for SANDAG (including, but not limited to, project managers and construction managers and their employees) and their subconsultants, and other employees of professional service organizations, not performing manual labor within the scope of this CBA. Notwithstanding the foregoing, however, this

exclusion shall not apply to surveying and inspection services on a Covered Project, within the State of California's general prevailing wage determination for Field Surveyor or Building/Construction Inspector and Field Soils and Material Tester, when this work is performed under a Covered Contract or under a professional services agreement; and

(d) Any work performed on or near or leading to or into a site of work covered by this CBA and undertaken by state, county, SANDAG, private utilities or other governmental bodies, or their contractors (other than work within the scope of this CBA undertaken by contractors to SANDAG); and

(e) Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment, if required by the warranty agreement in order to maintain the warranty or guarantee, and provided that the warranty agreement is the manufacturer's or vendor's usual and customary warranty agreement for such equipment and is consistent with industry practice. Any work to be excluded pursuant to this subsection (e) shall be identified and discussed at the relevant pre-job conference. Upon request from the Council, SANDAG shall review with the vendor whether installation or application may be performed pursuant to terms of the CBA without affecting the status of the warranty; and

(f) Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Union do not possess. At least ten (10) working days notice shall be given to the Council before any work is performed pursuant to this exemption; and

(g) Laboratory work; and

(h) Non-construction support services contracted by SANDAG, Project Labor Coordinator, or Contractor in connection with Covered Projects; and

(i) Emergency work.

Section 3.3 Awarding of Contracts.

(a) Each Union shall provide the Project Labor Coordinator a list of signatory Contractors whose principal place of business is within the geographic jurisdiction of SANDAG and that routinely perform work within the scope of Covered Work in such area. The Union may specify the type of work that such Contractor performs and may amend the list as necessary. SANDAG and any Prime Contractor that contracts Covered Work to another Contractor shall solicit bids from at least two (2) Contractors on the applicable Union's list for the Covered Work, provided such Contractors meet any applicable SANDAG pre-

qualification criteria. The solicitation of bids shall be based upon the same terms, conditions and scope of work requested of all potential bidders. Notwithstanding the preceding sentence, SANDAG has the absolute right to bid or award Covered Contracts regardless of delivery method to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union, provided only that such Contractor is willing, ready, and able to execute a Letter of Assent as set forth in Attachment A hereto, and comply with this CBA in performance of Covered Work.

(b) It is agreed that all Contractors awarded Covered Work shall be required to accept and be bound by the terms and conditions of this CBA. Contractors shall evidence their acceptance of this CBA by executing a Letter of Assent as set forth in Attachment A hereto. The Prime Contractor must sign and submit the Letter of Assent as a condition of award prior to the execution of a Covered Contract. No Contractor shall commence Covered Projects without first providing a copy of the signed Letter of Assent to the Project Labor Coordinator.

(c) SANDAG and all Contractors awarded Covered Work agree that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, they will use best efforts to purchase materials, equipment, and supplies that will not create labor strife. Under all circumstances, however, SANDAG and Contractors shall retain the absolute right to select Contractors for the award of contracts and subcontracts on all Covered Projects.

Section 3.4 Coverage Exception. The Parties agree and understand that this CBA shall not apply to any Covered Project or portion thereof that would otherwise be covered by the CBA if a governmental agency or granting authority partially or fully funding such work determines that it will not fund the Covered Project if it is covered by this CBA. SANDAG agrees that it will make every effort to establish the inclusion of this CBA with any governmental agency or granting authority funding a Covered Project. In no circumstance shall SANDAG be required to forgo project funding due to potential application of this CBA.

Section 3.5 Master Agreements.

(a) The provisions of this CBA, including the Master Agreements (which are the local Master Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time to time consistent with Section 21.3, and which are incorporated herein by reference), shall apply to Covered Work, notwithstanding the provisions of any other local, area and/or national agreement that may conflict with or differ from the terms of this CBA. Where a subject covered by the provisions of this CBA is also covered by a

Master Agreement, the provisions of this CBA shall prevail. Where a subject is covered by a provision of a Master Agreement and not covered by this CBA, the provisions of the Master Agreement shall apply. Any dispute as to the applicable source between this CBA and any Master Agreement shall be resolved under the procedures established in Article 10.

(b) It is understood that this CBA, together with the referenced Master Agreements, constitutes a self-contained, stand-alone agreement and, by virtue of having become bound to this CBA, the Contractor will not be obligated to sign any other local, area, or national collective bargaining agreement as a condition of performing work within the scope of this CBA. Provided, however, that pursuant to Section 6.2, the Contractor may be required to sign a uniformly applied non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor may be bound to make contributions under this CBA, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this CBA for work on Covered Projects and/or expand its obligation to make contributions pursuant thereto. It shall be the responsibility of the Prime Contractor to have each of its Contractors of any tier sign the documents with the appropriate Union prior to the Contractor beginning work on Covered Projects.

Section 3.6 The Parties agree that this CBA will be made available to, and will fully apply to, any successful bidder for Covered Projects, without regard to whether that successful bidder performs work at other sites on either a Union or non-Union basis. This CBA shall not apply to any work of any Contractor other than that on Covered Projects specifically covered by this CBA.

Section 3.7 Binding Signatories Only. This CBA and Letter of Assent shall only be binding on Contractors in the performance of Covered Work, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Contractors.

Section 3.8 Other SANDAG Work. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work, or function not covered by this CBA, which may be performed by SANDAG employees or contracted for by SANDAG for its own account, on its property, or in and around a project site.

Section 3.9 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this CBA shall be several and not joint. The Unions agree that this CBA does not have the effect of creating any joint

employment status between or among SANDAG or Project Labor Coordinator and/or any Contractor.

Section 3.10 Completed Covered Projects. As portions of Covered Projects are completed, this CBA shall have no further force or effect on such portions of projects, except where the Contractor is directed by SANDAG or its representatives to engage in repairs, modification and/or check-out functions required by its contract(s) with SANDAG.

Section 3.11 Except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, and the National Cooling Tower Agreement, all instrument calibrations work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 7 (Work Stoppages and Lockouts), Article 8 (Work Assignments and Jurisdictional Disputes) and Article 10 (Settlement of Grievances and Disputes) of this CBA, which shall apply to such work.

ARTICLE 4

UNION RECOGNITION AND EMPLOYMENT

Section 4.1 Recognition. The Contractor recognizes the Unions as the exclusive bargaining representative for the employees engaged in Covered Projects. Such recognition does not extend beyond the period when the employee is engaged in Covered Projects.

Section 4.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with this Article. The Contractor shall also have the right to reject any applicant referred by a Union for any lawful reason, subject to any reporting time requirements of the applicable Master Agreement; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this CBA.

Section 4.3 Referral Procedures.

(a) For Unions having a job referral system contained in a Master Agreement, the Contractor agrees to comply with such system, and such system shall be used exclusively by such Contractor, except as modified by this CBA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations that require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of SANDAG to encourage employment of Disadvantaged Workers, Targeted Workers, and utilization of Disadvantaged Businesses on the Covered Projects, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractors, including specific employment obligations to which a Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger, skilled workforce to perform Covered Work. The Unions will work with the Project Labor Coordinator and others designated by SANDAG, to identify and refer competent craft persons as needed for Covered Projects. Contractors and Unions shall identify individuals, particularly Disadvantaged Workers and Targeted Workers, for entrance into Apprenticeship Programs, or participation in the WORC program to prepare for such Apprenticeship Programs.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Covered Projects to any other Contractor.

Section 4.4 Non-Discrimination in Referral, Employment, and Contracting. The Parties and Contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, ethnicity, color, ancestry, religious creed, national origin, sexual orientation, physical disability, mental disability, medical condition, age, marital status, denial of family care leave, genetic information, gender, gender identity, gender expression, military and veteran status, criminal records, past incarceration, previous status as a foster youth, political affiliation or membership in a labor organization in hiring and dispatching workers for the Covered Projects. The Parties and Contractors will ensure that the evaluation and treatment of their employees, members, and applicants for employment or membership are free from such discrimination and harassment.

Further, it is recognized that SANDAG has certain policies, programs, and goals for the utilization of Disadvantaged Businesses. The Parties and Contractors shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this CBA that may appear to interfere with Disadvantaged Businesses successfully bidding for work on Covered Projects shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with SANDAG's policies and commitment to its goals for the significant utilization of Disadvantaged Businesses as Contractors, vendors or suppliers on Covered Projects.

Section 4.5 Employment of Disadvantaged Workers and Targeted Workers.

- (a) In recognition of SANDAG's mission to maximize employment opportunities for Disadvantaged Workers and Targeted Workers, Unions and Contractors agree that Disadvantaged Workers (including those in a Local Employment Project Radius, if applicable), as well as Targeted Workers to the extent such status is known, shall be first referred for Covered Projects. The list of qualifying zip codes for Disadvantaged Workers will be posted on the SANDAG website, as indicated in the Workforce Dispatch Request Form.
- (b) The Contractors and Unions agree to work together to achieve a goal of at least thirty (30) percent of the total construction craft hours worked on each Covered Project being performed by Disadvantaged Workers. If the Covered Project does not receive federal funding, or if local hiring requirements are pre-approved by federal funding sources, then the definition of “Disadvantaged Workers” may include a Local Employment Project Radius, which shall consist of a modified definition of Disadvantaged Workers to focus employment and training opportunities on the community impacted by the project. In such cases SANDAG will specify in the Prime Contract whether a Local Employment Project Radius applies, and the details of such modified definition.
- (c) The Contractors and Unions agree to work together to achieve a goal of at least ten (10) percent of the total construction craft hours worked on each Covered Project being performed by Targeted Workers. Hours worked by Targeted Workers who are also Disadvantaged Workers may be applied to the Disadvantaged Worker participation goal.
- (d) Contractors shall attempt to satisfy the goals set forth in Sections 4.5(b) and (c) by (i) assigning current craft employees who are Disadvantaged Workers and/or Targeted Workers to perform Covered Work; (ii) if necessary, requesting referral of Disadvantaged Workers and Targeted Workers from Union hiring halls (using the Workforce Dispatch Request Form) and Apprenticeship Programs; and

(iii) if the goals are not satisfied after following such steps, considering qualifying workers available from other sources, in compliance with Section 4.7.

Contractors that follow these procedures in good faith and with concerted efforts to identify and retain Disadvantaged Workers and Targeted Workers shall not be considered in non-compliance for failure to meet the goals set forth in Sections 4.5(b) and (c).

(e) Professional services agreements entered into by SANDAG for covered surveying or inspection services, which are separate and apart from the Construction Contract for a Covered Project, are exempt from the foregoing Disadvantaged Worker and Targeted Worker hiring goals.

(f) To facilitate the dispatch of Disadvantaged Workers and Targeted Workers, as well as all Contractor requests for referral and dispatch of workers from the applicable Union referral system, all Contractors are required to utilize the Workforce Dispatch Request Form. When Disadvantaged Workers and Targeted Workers are requested by a Contractor, the Unions will refer Disadvantaged Workers, and Targeted Workers to the extent such status is known, regardless of their place in the Union hiring halls' list and normal referral procedures.

(g) The Project Labor Coordinator shall work with the Unions and Contractors in the administration, monitoring, and the reporting of the foregoing Disadvantaged Worker and Targeted Worker hiring goals.

Section 4.6 Core Employees. This Section only applies to Contractors who are not directly signatory to an applicable Master Agreement.

(a) Disadvantaged Businesses. The Parties recognize SANDAG's interest in promoting competition and inclusion of Disadvantaged Businesses, which may not be signatory to a current Master Agreement. In order to promote participation and attract Disadvantaged Businesses to work under this CBA, and subject to the limitations set forth below, each Contractor that is a Disadvantaged Business may first employ three (3) of its core employees per craft on each Covered Project prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate Union hiring hall and thereafter, such Contractor may employ, as needed, two (2) additional Core Employees in an alternating manner with Union referrals, up to a total of five (5) Core Employees. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall.

The foregoing Core Employee hiring procedure for Disadvantaged Businesses is subject to the following limitations:

(1) Provisions of subsection (a) are available only to a Disadvantaged Business with an individual subcontract value of \$500,000 or less, or one-half of one percent (0.5%) of the value of the prime construction contract or individual job order for the Covered Project (or of the task order value, for Covered Work performed pursuant to a professional services agreement task order), whichever is greater; and

(2) The total value of all subcontracts utilizing the foregoing Core Employee hiring procedure shall not exceed twenty (20) percent of the contract award value of each Covered Contract, and each Disadvantaged Business is limited to using this procedure for one subcontract per Covered Project or individual job order per master Job Order Contract; and

(3) In order to assist the Project Labor Coordinator in monitoring compliance with this Section, each Prime Contractor will be responsible for tracking, reporting and providing notice to the Project Labor Coordinator describing each Disadvantaged Business subcontract that qualifies for the foregoing hiring procedure prior to work commencing.

(b) Contractors who do not qualify for the hiring procedure for Disadvantaged Businesses set forth in Section 4.6(a), and who are not otherwise signatory to a current Master Agreement, may employ, as needed, first, a Core Employee, then an employee through a referral from the appropriate Union hiring hall, then a second Core Employee, then a second employee through the referral system, and so on until a maximum of three (3) Core Employees are employed per craft on each Covered Project. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article. Contractors employing more than fifty (50) craft workers at the same time in a specific trade on a Covered Project may hire an additional two (2) Core Employees.

(c) Section 4.6 only applies to Contractors who are not directly signatory to a current Master Agreement for the craft worker in its employ and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their Core Employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their

first day of employment working under the Construction Contract at a Covered Project site.

(d) Prior to each Contractor performing Covered Work, the Contractor shall provide a list of Core Employees using Attachment B-2, Contractor Core Workforce Form, to the Project Labor Coordinator and the Union having jurisdiction over the work. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project, except in cases where a Core Employee is injured or otherwise cannot work on the Covered Project due to factors beyond the Contractor's control. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees until 30 calendar days after the list is provided to the Project Labor Coordinator and Union having jurisdiction over the work.

(e) Upon request by any Party to this CBA, a Contractor hiring one or more Core Employees shall provide satisfactory proof (i.e., payroll records, quarterly tax records, and such other documentation) evidencing Core Employees' qualifications as such to the Project Labor Coordinator and the Council.

(f) Core Employees must meet the following eligibility requirements to qualify for employment on Covered Projects:

(1) A Core Employee must be either a journeyperson or Apprentice and appear on the Contractor's active payroll for at least sixty (60) of the last one-hundred-twenty (120) working days prior to being designated as a Core Employee. The date a Core Employee is designated is the date the Core Employee list is submitted to the Project Labor Coordinator and Union prior to the Contractor commencing work; and

(2) A Core Employee must possess any license required by state or federal law for the Covered Projects to be performed.

(g) In addition to the core employee provisions set forth herein, all Contractors may avail themselves of any opportunity provided for in the applicable Master Agreements to call for specific employees by name.

(h) During any layoffs or reductions in workforce, Contractors shall layoff employees in an order and manner consistent with the Core Employee hiring procedures and maintain the required Core Employee-to-Union referral ratios required by this Section for the duration of each Covered Project.

Section 4.7 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees (including Disadvantaged Workers and Targeted Workers) requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may employ Core Employees without reference to the ratio requirements in Section 4.6 or use employment sources other than the Union registration and referral services, and may employ applicants from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

Section 4.8 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 4.3 above, the Contractors shall give the Union equal opportunity to refer applicants in conformance with remaining provisions of this Article 4. The Contractors shall notify the Union of employees so hired, as set forth in Section 4.7.

Section 4.9 Union Membership. Employees are not required to become or remain union members as a condition of performing Covered Work under this CBA. Contractors shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 4.9 is intended to supersede the requirements of the applicable Master Agreements as to those Contractors otherwise signatory to such Master Agreement and as to the employees of those Contractors who are performing Covered Work.

Section 4.10 Foremen. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor, consistent with the Master Agreements. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foreman at the request of the Contractors.

Section 4.11 Skilled and Trained Workforce. Each Contractor performing work on a Covered Project is required to utilize a skilled and trained workforce, as defined in Public Contract Code § 2602. Unions and Contractors shall utilize the grievance procedures set forth in Article 10 of this CBA to resolve any disputes regarding skilled and trained workforce requirements. To the maximum extent permissible under state law and regulation, including California Public Utilities Code section 132354.7(a)(3), Contractors and SANDAG shall be relieved of reporting and enforcement obligations and systems described in Public Contract Code section 2602 and 2603, and Contractors' requirement to utilize a skilled and trained

workforce shall instead be monitored and enforced by Unions and Contractors through provisions of this CBA.

ARTICLE 5

UNION ACCESS AND STEWARDS

Section 5.1 Access to Project Sites. Authorized representatives of the Union shall have access to Covered Projects, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 5.2 Stewards.

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 5.3 Steward Layoff/Discharge. The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such

layoff by the provisions of the applicable Master Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 5.4 Employees on Non-Covered Projects. On work where the personnel of SANDAG or its contractors may be working in close proximity to the construction activities covered by this CBA on non-covered projects, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with SANDAG personnel, or with personnel employed by any other employer not performing Covered Work.

ARTICLE 6

WAGES AND BENEFITS

Section 6.1 Wages. At a minimum, all employees covered by this CBA shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the Applicable Prevailing Wage Laws.

Section 6.2 Benefits.

(a) Subject to the exception set forth below for Disadvantaged Businesses, otherwise, for all employees performing Covered Work, Contractors shall pay, at a minimum, all employee fringe benefits and other required Contractor contributions to the established Union employee benefit funds in the amounts required by Applicable Prevailing Wage Laws. In addition, the Contractors and Unions agree that only such bona fide employee benefits that accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, and training funds) shall be included in this requirement and required to be paid by the Contractor for performance of Covered Work.

(b) Union Benefit Fund Contributions for Disadvantaged Businesses. Disadvantaged Businesses are exempt from the requirement of subsection (a) to pay fringe benefits and other required Contractor contributions on behalf of their Core Employees to the Union employee benefit funds, subject to the following exemption limitations:

(1) Provisions of subsection (b) are available only to a Disadvantaged Business with an individual subcontract value of \$500,000 or less, or one-half of one percent (0.5%) of the value of the prime construction contract or individual job order for the Covered Project (or of the task order value, for Covered Work performed pursuant to a professional services agreement task order), whichever is greater; and

(2) The total value of all subcontracts utilizing this exemption on a Covered Project shall not exceed twenty (20) percent of the prime contract value for the Covered Project, and each Disadvantaged Business is limited to using this exemption for one subcontract per Covered Project or individual job order per master Job Order Contract; and

(3) Disadvantaged Businesses utilizing this exemption are still required to pay all fringe benefits and other required Contractor contributions to the established Union employee benefit funds for all employees other than their Core Employees, and must comply with the Applicable Prevailing Wage Laws, including the payment of fringe benefits, for all employees performing Covered Work; and

(4) In order to assist the Project Labor Coordinator in monitoring utilization of this exemption, each Prime Contractor will be responsible for tracking, reporting and providing notice to the Project Labor Coordinator about each Disadvantaged Business that qualifies and intends to utilize this exemption, prior to work commencing.

(c) Where benefits payments are required by subsection (a), the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, Union trust agreement(s) specifying the detailed basis how payments will be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. The Contractor obligations to the applicable Union benefit fund(s) and trust agreement(s) are limited to work performed on a Covered Project. The applicable Union benefit funds and trust agreement(s) to each Contractor are determined by the pre-job conference and Union work assignment process described in Articles 8 and 16.

(d) Each Contractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Union trust(s) and benefit funds prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the

Project Labor Coordinator shall work with any Contractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting SANDAG and/or the Prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

(e) Notwithstanding any other provisions, this CBA is an agreement under Section 8(f) of the National Labor Relations Act (NLRA), which covers work performed in the building and construction industry. In addition, the work performed under this CBA qualifies for the Construction Industry Exemption under the Employee Retirement and Income Security Act of 1974 (“ERISA”), as amended as well. If any Union Pension Trust Fund (“Fund”) covered by the terms and conditions of this CBA does not qualify for the ERISA Construction Industry Exemption authorized by Section 4203 (B)(1)(i), as amended, 29 U.S.C. 1383(b)(1)(i), or has not taken the necessary steps to amend the Fund documents to qualify for the Construction Industry Exemption as authorized by Section 4203(B)(1)(ii) of ERISA, as amended, 29 U.S.C. 1383(b)(1)(B)(ii); and to recognize the work performed under this CBA to qualify for the Construction Industry Exemption, the Contractors signatory to this CBA will not be obligated to make pension fund contributions to that Fund. In such an event, the Contractor shall pay all required amounts otherwise allocated for payment toward the non-exempt Fund to the employees’ wages or other bona fide retirement plan program pursuant to Applicable Prevailing Wage Laws.

Section 6.3 Wage Premiums. Wage premiums, including, but not limited to, pay based on height of work, shift premiums, hazard pay, scaffold pay, and special skills shall not be applicable to work under this CBA, except to the extent provided for in any Applicable Prevailing Wage Laws.

Section 6.4 Compliance with Prevailing Wage Laws. All complaints regarding possible violations of Applicable Prevailing Wage Laws may be referred to the Project Labor Coordinator or labor compliance program, if any, for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any Party to the State Labor Commissioner. To facilitate compliance with Applicable Prevailing Wage Laws, SANDAG and each Contractor agree to provide copies of certified payroll reports, redacted only to the extent required by law, to the Unions (or to any Labor Management Cooperation Committee in which a Union or its affiliate participates) within ten (10) days of their request.

ARTICLE 7

WORK STOPPAGES AND LOCKOUTS

Section 7.1 No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that neither they, nor their respective officers, or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observation of picket lines, or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Covered Projects, or which interferes with or otherwise disrupts Covered Projects, or with respect to or related to SANDAG or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes, and jurisdictional strikes, whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a material violation of this CBA. The Council and the Union shall take all steps necessary to obtain compliance with this Article.

Section 7.2 Employee Violations. The Contractor may discharge any employee violating Section 7.1 above, and any such employee will not be eligible for rehire for performance of Covered Work.

Section 7.3 Standing to Enforce. SANDAG and any Contractor affected by an alleged violation of this Article shall have standing and the right to enforce the obligations established herein.

Section 7.4 Expiration of Master Agreements. If a Master Agreement between a Union-signatory Contractor and one or more of the Union(s) expires before the Contractor completes the performance of a Covered Contract for a Covered Project, and the Union or the Contractor gives notice of demand for a new or modified Master Agreement, the Unions agree that they will not strike the Contractor on any Covered Project, and the Union and the Contractor agree that the expired Master Agreement will continue in full force and effect for the Covered Projects until a new or modified Master Agreement is put in place between the Union and the Contractor. If the new or modified Master Agreement between the Union and the Contractor provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply, consistent with the terms of this CBA and the Applicable Prevailing Wage Laws, with any retroactive terms of the new or modified Master Agreement which are applicable to employees of said Contractor that are employed on a Covered Project within

seven (7) days at no cost to SANDAG. All employees shall continue to work and to perform all their obligations with respect to Covered Projects despite the expiration of any Master Agreement. Should a Contractor engaged in Covered Projects enter into an interim agreement with the Unions for work being performed elsewhere after the expiration, and before the renewal of a local collective bargaining agreement forming the basis for a Master Agreement, such interim agreement shall be utilized by that Contractor for Covered Projects, subject to the provisions of Section 21.3.

Section 7.5 No Lock Outs. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Covered Projects during the term of this CBA. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination, or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this CBA, or any other agreement, nor does "lock-out" include SANDAG's decision to stop, suspend, or discontinue any Covered Projects or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations.

(a) If a Contractor or SANDAG contends that there is any violation of this Article, it shall, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7, provide written notification to the Council of the involved Union(s) and to the Project Labor Coordinator, setting forth the facts which the Contractor contends violates this Article. The Council and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate this Article, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.7 Expedited Enforcement Procedure. Any Party, including SANDAG, which is an intended beneficiary of this Article, and affected Contractors, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of this Article is alleged.

(a) The party, including any affected Contractor, invoking this procedure shall notify Thomas Pagan, who has been selected by the Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure, or Barry Winograd, as the alternate arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators as set forth in Article 10. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Contractor or Union alleged to be in violation, and to the Project Labor Coordinator and Council. For purposes of this Article, written notice may be given by email, facsimile, hand delivery, or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within seventy-two (72) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 7.6, above.

(c) The arbitrator shall notify the disputing parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all disputing parties. A failure of any of the disputing parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in Section 7.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all disputing parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all disputing parties and may be enforced by any court of competent jurisdiction upon the filing of this CBA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the

arbitrator's award as issued under Section 7.7(d) of this Article, all disputing parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be sent to all disputing parties.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties and Contractors to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the disputing parties.

Section 7.8 Liquidated Damages.

(a) If the arbitrator determines in accordance with Section 7.7 above that a work stoppage or other disruption to a Covered Project has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's Award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non-complying Union(s) shall each pay a sum as liquidated damages to SANDAG, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

(b) If the arbitrator determines in accordance with Section 7.7 above that a lock-out has occurred, the respondent Contractor shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violations found by the arbitrator. If the respondent Contractor does not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) an amount equal to the total hourly wages and benefits lost for all affected employees of the Contractor on Covered Projects. In addition, the Contractor shall pay an additional sum per shift to SANDAG, as set forth in (c), below, for each shift thereafter in which compliance by the respondent Contractor has not been completed.

(c) The Parties agree that project delays caused by violations of this Article will cause SANDAG to sustain damages. They agree that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agree that, in the event of a breach of this Article, the disputing party in breach shall pay to SANDAG the sum of not less than \$10,000.00 and no more than \$20,000.00 per shift from the time the arbitrator determines that a delay has occurred until the arbitrator determines that the project is no longer disrupted. The payment, when made, shall constitute a damages remedy of SANDAG for the delay specified, but shall not prevent SANDAG from seeking an injunctive or other monetary relief, including termination of this CBA. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but instead, is intended to constitute liquidated damages to SANDAG pursuant to section 1671 of the California Civil Code.

Section 7.9 Payroll and Benefit Delinquencies. Notwithstanding other provisions of this CBA, it shall not be a violation of this CBA for any Union to withhold the services of its members from a Contractor who fails to timely pay its weekly payroll in accordance with the applicable Master Agreement, or fails to make timely payments to the applicable Union benefit funds. This Section 7.9 does not inhibit or affect responsibilities of the Council and the Union under Section 7.1 to refrain from picketing or other disruption of Covered Projects.

Prior to withholding its members' services for the Contractor's failure to meet its weekly payroll, the Union shall give at least five (5) calendar days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the payroll delinquency. If the payroll delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon the payment of all monies due and then owing for wages, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Prior to withholding its members' services for the Contractor's failure to make timely payments to the applicable Union benefit funds, the Union shall give at least thirty (30) days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, the Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the

written notice of such failure to pay was sent to attempt to resolve the delinquency. If the delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon payment by the delinquent Contractor of all monies due and then owing for employee benefit contributions, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Nothing in this section should be construed to prevent the Union having jurisdiction over the involved work from submitting a grievance under the procedures of Article 10 for any alleged or actual violations of Article 6 or referring any alleged or actual prevailing wage violation to the Project Labor Coordinator and SANDAG labor compliance program for review and enforcement, in accordance with Section 6.4.

The Prime Contractor shall have the right to replace any delinquent Contractor in accordance with the terms and conditions of their prime contract with SANDAG.

ARTICLE 8

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 No Jobsite Disruption. There will be no strikes, work stoppages, picketing, sympathy strikes, slowdowns, or other interferences with the work because of jurisdictional disputes between Unions. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

Section 8.2 All jurisdictional disputes on this project shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive on the Contractors and Unions with regard to Covered Work.

All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article 7 (Work Stoppages and Lockouts), and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.2.1 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the

procedures specified in Article V, Section 5, of the Plan from a list composed of Thomas Pagan, Thomas Angelo, Robert Hirsch, and John Kagel, and the arbitrator's hearing on the dispute shall be held at the offices of the Council within fourteen (14) days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 Failure to Comply. If any Union or Contractor fails to immediately and fully comply with the final decision rendered by the Plan, affected Union(s) or Contractor(s) may seek legal redress for such conduct, including, but not limited to, injunctive relief and/or damages.

Section 8.4 Pre-job Conference. It is required that a pre-job conference be held not later than ten (10) calendar days prior to the start of work by each Contractor for the Covered Project in accordance with the procedure described in Article 16.

ARTICLE 9

MANAGEMENT RIGHTS

Section 9.1 Contractor and SANDAG Rights. The Contractors and SANDAG have the sole and exclusive right and authority to oversee and manage construction operations on Covered Projects without any limitations unless expressly limited by a specific provision of this CBA. In addition to the following and other rights of the Contractors enumerated in this CBA, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct, and control operations of all work; and
- (b) Hire, promote, transfer, and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements; and
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations; and
- (d) Discharge, suspend, or discipline their own employees for just cause; and
- (e) Utilize, in accordance with SANDAG approval, any work methods, procedures, or techniques, and select, use, and install any types or kinds of materials, apparatus, or equipment, regardless of source of manufacture or construction; and

- (f) Assign and schedule work at their discretion; and
- (g) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific SANDAG Rights. In addition to the following and other rights of SANDAG enumerated in this CBA, SANDAG expressly reserves its management rights and all the rights conferred on it by law and contract. SANDAG's rights (and those of the Project Labor Coordinator on its behalf) include, but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements; and
- (b) At its sole option, terminate, delay, and/or suspend any and all portions of the Covered Projects at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of SANDAG and/or to mitigate the effect of ongoing Covered Projects on businesses and residents in the neighborhood of the Project sites; and/or require any other operational or schedule changes it deems necessary, in its sole judgment, to meet Project deadlines and remain a good neighbor to those in the area of the Covered Projects. (In order to permit the Contractors and Unions to make appropriate scheduling plans, SANDAG will provide the Prime Contractor and affected Unions with reasonable notice of any changes it requires pursuant to this section); and
- (c) Approve any work methods, procedures, and techniques used by Contractors whether or not these methods, procedures, or techniques are part of industry practices or customs; and
- (d) Investigate and process complaints or disagreements, through the Project Labor Coordinator.

Section 9.3 Use of Materials. There should be no limitations or restrictions by the Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools, or other labor-saving devices, subject to the application of the California Public Contract and Labor Codes. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 9.4 Special Equipment, Warranties, and Guaranties.

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Covered Project sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of SANDAG's and/or manufacturer's personnel or certified specialist contractor. The Unions agree that such equipment is to be installed without incident and without violation of this CBA.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Covered Projects. The Unions agree that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Union concerning the methods of implementation or installation of any equipment, device, or item, or method of work arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor, and the Contractor and Union shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

ARTICLE 10

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site.

(a) This CBA is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete construction of the Covered Projects economically, efficiently, continuously, and without any interruption, delays, or work stoppages.

(b) SANDAG, the Contractors, Unions, and employees collectively and individually, realize the importance of maintaining continuous and uninterrupted performance of Covered Projects, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

(c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the grievance parties to ensure the time limits and deadlines are met.

Section 10.2 Processing Grievances. Any questions, complaints or alleged violations of this CBA, which includes questions, complaints or alleged violations of any applicable provisions of the Master Agreements, but not alleged violations of Articles 7 or 8, shall be considered a grievance and subject to resolution under the following procedures.

Step 1.

(a) Employee Grievances. When any employee subject to the provisions of this CBA feels aggrieved by an alleged violation of this CBA, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated, the details of the alleged violation and the remedy sought to resolve the matter. A grievance shall be considered null and void if notice of the grievance is not given within the ten (10) day period. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the applicable agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the grievance parties.

(b) Union, Contractor, or SANDAG Grievances. Should a Union, a Contractor, or SANDAG (each a “complaining party”) allege a violation of this

CBA by a Party or a Contractor, and, if after conferring within ten (10) working days after the complaining party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1(a) above for the processing of an employee complaint.

Step 2. A representative of the complaining party, and a representative of any responding party to the grievance (“responding party”), shall meet within seven (7) working days of the referral of the dispute to this second step to attempt to arrive at a satisfactory settlement thereof. SANDAG may participate as an interested Party in any dispute brought under this Article. If the complaining party and responding parties fail to reach an agreement to the satisfaction of the complaining party, the dispute may be submitted in writing in accordance with the provisions of Step 3 within seven (7) working days after the initial meeting at Step 2.

Step 3.

(a) If the grievance is submitted but not resolved under Step 2, the complaining party may request in writing to the Project Labor Coordinator (with copy[ies] to the other party[ies] to the grievance) within seven (7) working days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected by the alternate striking method. The order of striking names from the list of arbitrators shall be determined by a coin toss by the Project Labor Coordinator, the loser of which shall have first opportunity to strike a name from the list. Those arbitrators are: (1) Thomas Pagan; (2) David Hart; (3) Edna Francis; (4) Mike Rappaport; (5) Michael Prihar; (6) Fred Horowitz; and (7) Sara Adler. In the event any of these arbitrators retire or become permanently unavailable, SANDAG and the Council shall jointly select a replacement arbitrator for the list. Any arbitrator not available to conduct the arbitration within 120 calendar days of the referral of the grievance to arbitration will be considered unavailable, and the Project Labor Coordinator shall move to the other arbitrator still available prior to the final strike. The decision of the arbitrator shall be final and binding on all parties to the grievance, and the fee and expenses of such arbitrations shall be borne equally by the parties to the grievance. In cases for which the arbitrator finds a violation of this CBA, the arbitrator may order cessation of the violation and other appropriate relief, and such award shall be served on all parties to the grievance and SANDAG. This grievance process and arbitration proceedings do not impede the ability of SANDAG to advance any available dispute resolution processes and remedies under its prime contracts for violations thereof.

(b) Failure of the complaining party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties to the grievance involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to, or detract from any of the provisions of this CBA.

Section 10.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article 7 or 8, with a single exception that any employee discharged for violation of Section 7.2 may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice. The Project Labor Coordinator shall be notified by the involved Union(s) and Contractor(s) of all actions at Steps 2 and 3, and further, the Project Labor Coordinator or other SANDAG representative shall, upon its own request, be permitted to participate fully in all proceedings at such steps.

ARTICLE 11

COMPLIANCE

Section 11.1 Compliance with All Laws. The Council and all Unions, Contractors, and their employees shall comply with all applicable federal and state laws, ordinances, and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by SANDAG, the Project Labor Coordinator, and the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

ARTICLE 12

SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety.

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with all applicable safety laws and regulations and any safety rules contained herein or established by SANDAG and the Contractor. It is understood that employees have an individual obligation to

use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and SANDAG.

(b) All Parties, Contractors and Contractor employees shall be bound by the safety, security, and visitor rules established by the Contractor, the Project Labor Coordinator, and SANDAG. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this Section will subject him/her to discipline, up to and including discharge.

Section 12.2 Drug and Alcohol Testing Policy. The Parties and Contractors shall adopt the Drug and Alcohol Testing Policy attached hereto as Attachment C, which is the exclusive Drug and Alcohol Testing Policy for Covered Projects.

Section 12.3 Inspection. The inspection of shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

ARTICLE 13

TRAVEL AND SUBSISTENCE

Section 13.1 Travel expenses, travel time, subsistence allowances and/or zone rates, and parking reimbursements shall not be applicable to work under this CBA, except to the extent provided for in Applicable Prevailing Wage Laws. Parking for employees covered by this CBA shall be provided by the Contractor(s) according to the provision of the applicable Master Agreement(s).

ARTICLE 14

APPRENTICES

Section 14.1 Importance of Training. The Parties and Contractors recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by SANDAG, and the opportunities to provide continuing work on Covered Projects for Disadvantaged Workers and Targeted Workers. To these ends, and consistent with any laws or regulations, the Parties and Contractors will facilitate, encourage, and assist Disadvantaged Workers and Targeted Workers in enrolling in and progressing through Apprenticeship Programs and/or apprenticeship

readiness programs in the construction industry that lead to participation in Apprenticeship Programs. SANDAG, the Project Labor Coordinator, other SANDAG consultants, the Contractors, and the Council and Unions, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the entry into Apprenticeship Programs.

Section 14.2 Use of Apprentices.

(a) The Unions and Contractors agree to cooperate in referring and employing Apprentices up to the maximum percentage allowed by the State Labor Code or applicable federal law, and the standards of each Apprenticeship Program. The minimum ratios for Apprentice to journeyman hours worked shall be in compliance, at a minimum, with the applicable provisions of the State Labor Code relating to utilization of Apprentices. SANDAG, unless otherwise required by law, shall encourage such utilization, and, both as to Apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council, Apprenticeship Programs, and Contractors to assure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and journeymen.

(b) The Parties and Contractors will comply with all applicable laws and regulations in the request for dispatch and employment of Apprentices.

(c) The Parties and Contractors agree that Apprentices will not be dispatched to Contractors working under this CBA unless there is a journeyman or other Contractor employee working on the Project where the Apprentice is to be employed who is qualified to assist and oversee the Apprentice's progress through the program in which he/she is participating. Apprentices must be supervised and utilized in accordance with all applicable Federal and State laws.

ARTICLE 15

LEGAL ACTION

Section 15.1 Legal Action. SANDAG, Council and Unions recognize the substantial legal costs (including all attorney's fees and associated disbursements) that might accrue with regard to any legal challenge over the adoption by SANDAG of this CBA, and related to claims directly challenging the legality of this CBA, or a particular section or language that has been adopted herein. In the event of a legal challenge, the Council, on behalf of itself and affiliated Unions, agrees to seek to

intervene in the legal action and actively participate in the litigation or other action to defend the legality of this CBA, or a particular section or language herein. The failure of the Council to seek to intervene in the legal action and actively participate to defend the legality of this CBA will constitute a material breach of this CBA. In the event the Council is denied leave to intervene in the legal action, the Council shall have its counsel coordinate with SANDAG's counsel, at the Council's own expense, regarding how the Council can best support SANDAG's legal position.

ARTICLE 16

PRE-JOB CONFERENCE

Section 16.1 Each Contractor is required to conduct a pre-job conference with the Unions not later than ten (10) calendar days prior to commencing work. The purpose of the conference will be to, among other things, convey craft manpower needs, the schedule of work for the Covered Project, the Covered Project's rules, and propose preliminary Union work assignments. The Project Labor Coordinator may work with the Prime Contractor and Council to facilitate the scheduling of all pre-job conferences, but ensuring each Contractor conducts a pre-job conference in accordance with this CBA is the responsibility of the Prime Contractor. The Contractors shall make the relevant plans and specifications available to the Unions prior to each pre-job conference. All preliminary Union work assignments shall be disclosed by each Contractor at the pre-job conference. Should there be Covered Work that was not previously assigned at a pre-job conference, or additional Covered Work be added to the scope of the Covered Project, the Contractor(s) performing such work will conduct a separate pre-job conference. Any Union in disagreement with a proposed preliminary assignment shall notify the affected Contractor of its position in writing, with a copy sent to the Project Labor Coordinator, within five (5) calendar days after the pre-job conference occurred. Within five (5) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies sent to the Project Labor Coordinator and Council.

Section 16.2 A Contractor's failure to conduct a pre-job conference in accordance with this CBA is considered a breach of contract, and any affected Union may pursue a grievance under Article 10 of this CBA to seek a remedy for such a violation. Provided, however, if the Contractor has conducted a pre-job conference in

accordance with this CBA, that Contractor is not required to participate in any additional pre-job conferences or mark-up meetings related to the original scope(s) of work assigned at the pre-job conference.

Section 16.3 The Project Labor Coordinator may attend and facilitate each pre-job conference. At each pre-job conference, the Project Labor Coordinator shall address the programs, goals and outcomes related to Disadvantaged Worker and Targeted Worker employment, as well as the progress of implementing the Workforce Opportunities for Rising Careers program.

ARTICLE 17

LABOR/MANAGEMENT COLLABORATION

Section 17.1 Labor/Management Collaboration Meetings. The Parties will conduct periodic labor/management cooperation meetings, which will be chaired jointly by a designee of SANDAG and a designee of the Council. The co-chairs shall determine the frequency and scheduling of the meetings with the assistance of the Project Labor Coordinator. The purpose of the meetings shall be to update the Parties about the progress and schedule of Covered Projects, promote harmonious and stable labor management relations, ensure effective and constructive communication between labor and management Parties, advance the proficiency of work in the industry, and to evaluate and ensure an adequate supply of skilled labor for all Covered Projects. The Project Labor Coordinator shall prepare reports detailing the outcomes of the Disadvantaged Worker, Targeted Worker, and Apprentice utilization goals on each Covered Project, and the implementation and progress of the Workforce Opportunities for Rising Careers program. All Parties will be invited to attend the labor/management cooperation meetings. Substantive grievances or disputes shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

ARTICLE 18

SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause. It is not the intention of any Party to violate any laws governing the subject matter of this CBA. In the event any provision of this CBA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the CBA shall remain in full force

and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this CBA. If and when any provision(s) of this CBA is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this CBA is challenged and any form of injunctive relief is granted by any court suspending temporarily or permanently the implementation of this CBA, then all Covered Projects that would otherwise be covered by this CBA should be continued to be bid and constructed without application of this CBA, so that there is no delay or interference with the ongoing planning, bidding, and construction of any Covered Projects.

Section 18.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of SANDAG to withdraw, at its absolute discretion, the utilization of the CBA as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute that could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction on the project, or jeopardize project funding.

ARTICLE 19

WAIVER

Section 19.1 Waiver. A waiver of or a failure to assert any provisions of this CBA by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the CBA or change in the terms and conditions of the CBA and shall not relieve, excuse or release any of the Parties or Contractors from any of their rights, duties, or obligations hereunder.

ARTICLE 20

AMENDMENTS

Section 20.1 Amendments. The provisions of this CBA can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by SANDAG and the Council.

ARTICLE 21

EFFECTIVENESS OF THE CBA

Section 21.1 Term and Application.

(a) Term of Years. This CBA shall become effective one hundred twenty (120) calendar days after it has been executed by the Council, SANDAG, and each Union for which a signature line is included below. The CBA shall continue in full force and effect for a term of five (5) years after the initial effective date.

(b) Application to Covered Projects. The CBA applies to Covered Projects for which the bid advertisement date for the prime contract or master Job Order Contract is during the term of years set forth above. For Covered Work performed under professional services agreements, the CBA only applies if the master professional services agreement was awarded pursuant to a request for qualifications or request for proposals that had a release date during the term of years set forth above. The CBA shall be included in all prime contracts, master Job Order Contracts, or master professional services agreements under which Covered Work may be performed. The CBA continues in effect with regard to each Covered Project until all Covered Work under that prime contract or individual job order is completed and accepted by SANDAG, under procedures described in Section 21.2 below.

(c) Extension. Either SANDAG or the Council may provide written notice to the other not less than ninety (90) days prior to the expiration of the CBA of its intent to let the CBA expire. If such notice is given by SANDAG or the Council, the CBA shall expire after the term of years set forth above. If no notice is given by either SANDAG or the Council, then the CBA, including as modified or amended pursuant to Article 20, shall automatically extend for an additional five (5) year term.

Section 21.2 Turnover and Final Acceptance of Completed Work.

(a) Construction of any phase, portion, section, or segment of Covered Projects shall be deemed complete when such phase, portion, section or segment has been turned over to SANDAG by the Prime Contractor and SANDAG has accepted such phase, portion, section, or segment. As areas and systems of the Covered Project are inspected and construction-tested and/or approved and accepted by SANDAG or third parties on behalf of SANDAG, the CBA shall have no further force or effect on such items or areas, except when the Contractor

is directed by SANDAG to engage in repairs or modifications required by its Contract(s) with SANDAG.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the CBA will continue to apply to each such item on the list until it is completed to the satisfaction of SANDAG and Notice of Acceptance is given by SANDAG or its representative to the Prime Contractor.

Section 21.3 Continuation of Master Agreements. A Master Agreement shall continue in full force and effect with regard to Covered Work as set forth in Section 3.5, until the Master Agreement is modified by parties thereto.

In such case, Contractors and Unions agree to recognize and implement all applicable changes on their effective dates as set forth in the modified Master Agreement, except as otherwise provided by this CBA; provided, however, that any such provisions negotiated in said Master Agreements will not apply to work covered by this CBA if such provisions are less favorable to the Contractor performing Covered Work than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this CBA. Any disagreement between any Party and Contractor over application of a modified term of a Master Agreement shall be resolved under the procedures established in Article 10.

Section 21.4 Final Termination. Final termination of all obligations, rights, and liabilities, and disagreements shall occur upon receipt by the Council of a Notice from SANDAG saying that no work remains within the scope of the CBA.

ARTICLE 22

WORKFORCE OPPORTUNITIES FOR RISING CAREERS

Section 22.1 The magnitude, duration, and complexity of the Covered Projects will require large numbers of skilled craft personnel and create significant economic opportunities for Disadvantaged Workers, Targeted Workers, Disadvantaged Businesses and other businesses. It is therefore the understanding and intention of the Parties to use the opportunities provided by the extensive amount of work to collaborate and implement local equity, inclusion, diversity and training programs

and procedures, which may include, for example, North America's Building Trades Unions Multi-Craft Core Curriculum (MC3) apprenticeship readiness programs, to prepare persons, especially Disadvantaged Workers and Targeted Workers, for entrance into Apprenticeship Programs to begin or continue their construction careers on Covered Projects. Further, the Parties and Contractors agree to maximize the inclusion of Disadvantage Businesses through outreach, training, and subcontracting for Covered Projects. With assistance from SANDAG, the Contractors, the Unions and their affiliated regional and national organizations will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Covered Projects to be undertaken.

Section 22.2 The Parties support the development of increased numbers of skilled construction workers who are Disadvantaged Workers and Targeted Workers to meet the labor needs of Covered Projects. Towards that end, the Parties and Contractors shall develop, implement and administer the Workforce Opportunities for Rising Careers (WORC) program with the mission of maximizing construction career opportunities and creating a construction career pipeline for Disadvantaged Workers and Targeted Workers to become employed on Covered Projects. Further, the Parties and Contractors shall create opportunities for Disadvantaged Businesses consistent with SANDAG's goals and inclusion programs for such businesses. In furtherance of the foregoing, the Unions and Contractors specifically agree to work with SANDAG to:

(a) Collaborate with existing or newly created MC3 apprenticeship readiness programs in San Diego County to offer opportunities for Disadvantaged Workers and Targeted Workers, including segments of the San Diego County population that are currently under-represented in the construction industry, especially women and minorities, to enroll in free short-term construction apprenticeship readiness training to prepare them to enter into Apprenticeship Programs and become employed by a Contractor on a Covered Project. The Project Labor Coordinator, with the assistance of the Parties and Contractors, will assist with the recruitment, career placement, and tracking of such Disadvantaged Workers and Targeted Workers who graduate from these apprenticeship readiness programs; and

(b) The Parties and Contractors will cooperate and collaborate to conduct outreach to and include Disadvantaged Workers and Targeted Workers from traditionally under-represented segments of San Diego County's population,

especially women and minorities, in the construction craft workforce for each Covered Project; and

(c) The Project Labor Coordinator, with input from the Council, shall produce detailed bi-annual reports to measure and report the outcomes of the policies, requirements, and programs established in this CBA, including the achievement of Disadvantaged Worker and Targeted Worker employment participation on Covered Projects; and

(d) The Unions will partner with SANDAG to conduct outreach and recruitment activities by establishing or continuing to maintain existing centers, programs, and events to facilitate the entry of Disadvantaged Workers and Targeted Workers into the building and construction trades. These programs shall serve as a resource for preliminary orientation, assessment of construction aptitude, referral to MC3 apprenticeship readiness programs or Apprenticeship Programs, referral to hiring halls, and provide tailored orientation and mentoring for women, minorities, Disadvantaged Workers and Targeted Workers; and

(e) The Unions shall assist Disadvantaged Workers and Targeted Workers with contacting the Apprenticeship Programs for the crafts and trades they are interested in. The Unions shall assist Disadvantaged Workers and Targeted Workers who are seeking employment on Covered Projects and provide opportunities for Union membership by assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-Union Contractors (Contractors not directly signatory to one or more Master Agreement). The Unions shall put on their rolls qualified bona fide Disadvantaged Workers and Targeted Workers for employment on Covered Projects; and

(f) Jobs Coordinator. Each Contractor shall utilize the Jobs Coordinator retained by the Prime Contractor to assist with achieving and exceeding the Disadvantaged Worker and Targeted Worker goals set forth in Section 4.5 of this CBA. In addition, each Contractor shall utilize the Jobs Coordinator to assist the Contractor in fulfilling its WORC program and Helmets to Hardhats obligations described herein.

SANDAG shall develop and implement a Jobs Coordinator program with input from the Council that will include a pre-qualification process, selection guidelines and accountability measures to ensure the Jobs Coordinators are qualified and capable of performing the Jobs Coordinator function in accordance with the intent of the CBA. SANDAG shall have the right to remove Jobs Coordinators from the

pre-qualification list, in which case such individuals or entities shall not be eligible for further selection by Prime Contractors.

Section 22.3 WORC Committee. To carry out the intent and purpose of the WORC program, a WORC Committee under the CBA shall be established, jointly chaired by a designee of SANDAG and a designee of the Council, to oversee the effective development and implementation of the programs and policies described herein, and to work with representatives of each Union’s Apprenticeship Program and representatives of the MC3 apprenticeship readiness programs to maximize employment opportunities for Disadvantaged Workers and Targeted Workers who reflect the diversity of the communities surrounding each Covered Project, and who may not be previously qualified for the construction career opportunities created by the Covered Projects. The WORC Committee will meet at least quarterly to promptly facilitate its purposes in an expeditious manner as soon as this CBA becomes effective. All Unions and Prime Contractors working on active Covered Projects may be invited to attend the WORC Committee meetings, and the joint chairs, at their discretion, may invite other community partners to attend the committee meetings. The Project Labor Coordinator will assist with the scheduling and facilitation of the WORC Committee meetings.

ARTICLE 23

HELMETS TO HARDHATS

Section 23.1 Veterans Entry into Building and Construction Trades. The Parties recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment, and construction aptitude, referral to Apprenticeship Programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties.

Section 23.2 Integrated Database. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on this Covered Project and of apprenticeship and employment opportunities for this Covered Project. The Project Labor Coordinator may assist the Contractors and Unions with scheduling opportunities for outreach, recruitment, interviews, assessment and commencing with an Apprenticeship

Program's application and entrance process. The Contractors and Unions agree to engage and participate in such opportunities.

ARTICLE 24

NO DISCRIMINATION AND NO HARASSMENT

Section 24.1 This Article is intended to preserve the dignity and professionalism of the workplace and construction site as well as protect the right of employees to be free from discrimination, unlawful harassment, retaliation and inappropriate conduct toward others based on a protected status. Discrimination, unlawful harassment, retaliation and inappropriate conduct toward others based on a protected status are contrary to the values of SANDAG, Contractors and the Unions. There shall be no unlawful discrimination, harassment or retaliation by any Contractor or Union on the basis of sex, gender, race, national origin, color, ancestry, religion, ethnicity, age, disability, genetic information, sexual orientation, gender identity, gender expression, marital status, denial of family care leave, military and veteran status, criminal record, past incarceration, previous status as a foster youth, medical condition, political affiliation, membership in a labor organization in hiring and dispatching workers for the project, or any other characteristic protected by state or federal employment law. All Contractors and employees are responsible for conducting themselves in accordance with this Article. Any Contractor, Contractor employee or Union representative proven to be in violation of this Article is subject to immediate removal from the Covered Project.

In witness whereof, the Parties have caused this Community Benefits Agreement for SANDAG to be executed as of the date and year stated below.

SANDAG

COUNCIL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

SIGNATORY UNIONS

By: _____ Allied Workers Local 5	By: _____ Boilermakers Local 92
By: _____ Bricklayer & Allied Crafts Local 4	By: _____ Cement Masons Local 500 / Area 744
By: _____ Electrical Workers Local 569	By: _____ Elevator Constructors Local 18
By: _____ Glaziers, Floor Coverers & Painters Local 1399	By: _____ Iron Workers Local 229
By: _____ Laborers Local 89	By: _____ Plasterers Local 200
By: _____ Plaster Tenders Local 1414	By: _____ Operating Engineers Local 12
By: _____ Plumbers & Pipefitters Local 230	By: _____ Road Sprinkler Fitters Local 669
By: _____ Roofers & Waterproofers Local 45	By: _____ Sheet Metal Workers' Local 206
By: _____ Laborers Local 1184	By: _____ Teamsters Local 166
By: _____ Laborers Local 345	By: _____ Tradeshow & Sign Crafts Local 831
By: _____ UA Local 345	By: _____ Laborers Local 300
By: _____ Southwest Regional Council of Carpenters	

ATTACHMENT A – LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Community Benefits Agreement prior to commencing work.

[CONTRACTOR’S LETTERHEAD]

DATE

Project Labor Coordinator

Address

Address

Address

Attention: _____

Re: SANDAG Community Benefits Agreement

To Whom It May Concern:

This is to confirm [Name of Company] agrees to be bound by the SANDAG Community Benefits Agreement (“CBA”), as such Agreement may from time to time be amended by the Parties or interpreted pursuant to its terms. Such obligation to be bound by the CBA shall extend to all work covered by the CBA undertaken by this Company on the Covered Project pursuant to [Insert SANDAG Contract No. _____ and Name of Covered Project], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the CBA by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By:

[Name and Title of Authorized Executive]

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consistent with Article 3, Section 3.3(b)]

ATTACHMENT B-1 – WORKFORCE DISPATCH REQUEST FORM

San Diego Association of Governments Community Benefits Agreement

The San Diego Association of Governments (SANDAG) Community Benefits Agreement (CBA) establishes a goal of at least thirty percent (30%) of the total craft hours on each Covered Project being performed by Disadvantaged Workers. The SANDAG CBA also establishes a goal of at least ten percent (10%) of the total craft hours on each Covered Project being performed by Targeted Workers. The Unions and Contractors agree that Disadvantaged Workers and Targeted Workers shall be first referred for Covered Projects when requested through use of this Workforce Dispatch Request Form.

C O N T R A C T O R U S E O N L Y

Please complete and fax/email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing/emailing your request, please call the local union to verify receipt and substantiate their capacity to furnish workers as specified below. Please print and retain copies of your fax or email transmission for your records.

TO:	Local Union and #	
	Email/Fax	
	Phone	
CC:	Project Labor Coordinator	
	Email/Fax	
FROM:	Contractor	
	Issued by	
	Email/Fax	
	Phone	

UNION CRAFT WORKER REQUEST:

Craft Classification	Journeyman or Apprentice	Disadvantaged Worker and/or Veteran	Targeted Worker	No. of Workers Requested
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
Total Number of Workers Requested:				

In accordance with the CBA, Article 4, Union Recognition and Employment, we are requesting the union:

- * Please provide priority referral of Disadvantaged Workers, based on zip code residence as described on the following page, or veteran status.
- ** Please provide priority referral of Targeted Workers, to the extent such status is known by the hiring hall or referral source; see list of criteria on the following page.

WORKER REPORTING INSTRUCTIONS:

Reporting Date:		Reporting Time:	
Reporting To:		On Site Phone:	
Project Name:			
Project Location:			
Special Instructions:			

U N I O N U S E O N L Y

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received:						
Dispatch Received by:						
Date Worker(s) Dispatched:						
Name:	JM or App	Veteran	Disadvantaged Worker? *	Zip Code	Targeted Worker? *	Targeted Category**
	<input type="checkbox"/> JM <input checked="" type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

* PLEASE NOTE: By marking the "No" box for either the "Veteran", "Disadvantaged Worker", and "Targeted Worker" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Veteran, Disadvantaged Worker, or Targeted Worker.
 ** Please indicate number of the Targeted Worker category (a through k, as shown below). You may indicate multiple categories per worker.

A **Disadvantaged Worker** is an individual who resides in a Disadvantaged Area or a Veteran residing anywhere. Below is a list of the Disadvantaged Area zip codes within the San Diego area.

91905	91906	91910	91911	91932	91934	91942	91945	91950	91977	92004
92020	92021	92025	92027	92036	92054	92055	92058	92061	92066	92070
92083	92086	92102	92104	92105	92113	92114	92115	92154	92173	92536

The complete list of Disadvantaged Area zip codes can be found here: www.sandag.org/cba

A **Targeted Worker** is any individual who qualifies for one or more of the following categories:

- a) Is a veteran or is the eligible spouse of a veteran of the United States armed forces under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a])
- b) Is an Apprentice with less than fifteen percent of the work hours required for completion of the Apprenticeship Program
- c) Has no high school diploma or general education diploma GED
- d) Is homeless or has been homeless within the last year
- e) Is a former foster youth
- f) Is a custodial single parent
- g) Is experiencing protracted unemployment (receiving unemployment benefits for at least 3 months)
- h) Is a current recipient of government cash or food assistance benefits
- i) Has a documented income at or below 100 percent of the Federal Poverty Level
- j) Is formerly incarcerated
- k) Is a graduate of an apprenticeship readiness program approved to use the multi-craft core curriculum (MC3)

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this CBA and this policy, Attachment C – Drug and Alcohol Testing Policy, hereafter “Policy.”

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor’s job premises or while working on any jobsite in connection with work performed under the CBA.
2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.
3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the CBA and subject to the Article 10 grievance procedure.
4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
5. The following procedure shall apply to all drug and alcohol testing:
 - a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be

permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

- b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.
- c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.
- d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the CBA or new testing procedures are approved, then these new regulations will be deemed as part of this existing CBA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.
- e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.
- f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.
- g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:
 - 1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.
 - 2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.
 - 3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and

accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

- h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.
6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:
 - a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;
 - b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;
 - c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;
 - d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.
 - e. Only two (2) periodic tests may be performed in a twelve (12)-month period.
 7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.
 8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the CBA.
 9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the CBA shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.
11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.
14. This Policy shall constitute the only Policy in effect between the Parties and Contractors concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml ³	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone ⁶	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

⁶ Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

**MEMORANDUM OF UNDERSTANDING REGARDING
“QUICK” DRUG SCREENING TESTS PURSUANT TO
ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY**

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a "quick" drug screening test. This “quick” screen test shall consist either of the “ICUP” urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two “quick” screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the “quick” screen test.

APPENDIX A –

MEMORANDUM OF UNDERSTANDING #1

STARTUP AND COMMISSIONING

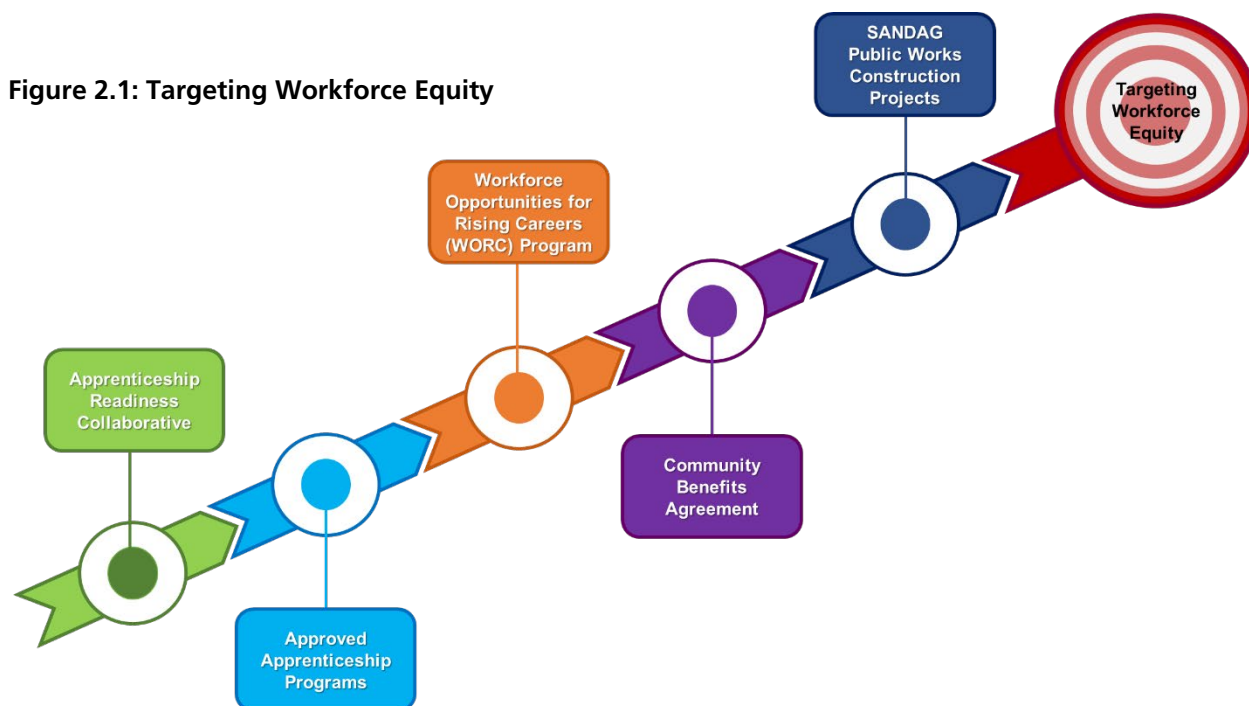
SANDAG and the Parties agree that work covered by this CBA on Covered Projects includes all onsite physical craft work that is part of startup and commissioning, including, but not limited to, system flushes and testing, loop checks, rework and modifications, and functional and operational testing up to and including the final running test. It is understood that SANDAG's personnel and/or its representatives, together with the manufacturer's and/or vendor's representatives, and/or project operating personnel may supervise and direct the startup, commissioning, rework, and modification activity, and that the onsite physical craft work is typically performed as part of a joint effort with these representatives and personnel. A manufacturer or its representatives may perform industry standard startup and commissioning work to satisfy its guarantee or warranty on a piece of equipment, and such work will be exempt from the Community Benefits Agreement to the extent the work is excluded by Section 3.2(e) and/or Section 3.2(f).

Workforce Opportunities for Rising Careers (WORC) Program

SANDAG created the Workforce Opportunities for Rising Careers (WORC) program to establish a workforce utilization and development program within the negotiated Community Benefits Agreement (CBA), which focuses on creating construction career pathways in the transportation industry for disadvantaged individuals. The main objective of the WORC program is to develop and implement programs, such as the targeted workers, disadvantaged workers, disadvantaged businesses, and Helmets to Hardhats programs, to support disadvantaged and low-income workers to find quality and sustainable careers in construction. In addition, the WORC program also incorporates the Apprenticeship Readiness Collaborative (ARC) program, which is an earn-and-learn pre-apprenticeship program that trains individuals from disadvantaged backgrounds to prepare for apprenticeships in crafts and trades that are in demand.

The SANDAG Commitment to Equity states that the agency "... firmly uphold[s] equity and inclusion for every person in the San Diego region. This includes historically underserved, systemically marginalized groups impacted by actions and inactions at all levels of our government and society." By implementing the steps found below in Figure 2.1: Targeting Workforce Equity, this will allow SANDAG to uphold equity in its workforce by prioritizing construction careers for disadvantaged individuals, including women, people of color, veterans, homeless, formerly incarcerated, and other members of under-represented populations. Ensuring workforce equity in our communities will promote a long-term economic benefit for these individuals who may obtain quality jobs and will in turn support the future of the construction industry.

Within the negotiated CBA, the WORC program will set disadvantaged worker and targeted worker goals on specific covered projects at SANDAG. SANDAG will work closely with contractors to ensure that disadvantaged and targeted workers are provided full opportunity to participate in construction projects that support the 2021 Regional Plan. By investing into the disadvantaged workforce, the WORC program aims to provide individuals with a steady income and upwards mobility towards a quality career pathway, while simultaneously benefiting the community tenfold. The CBA promotes the achievement of workforce equity by integrating WORC program initiatives to deliver quality jobs to the region's disadvantaged workforce.



Disadvantaged Workers

The SANDAG Community Benefits Agreement (CBA) includes a goal of 35% of total construction craft hours worked on each covered project being performed by disadvantaged workers residing in predetermined low-income ZIP code areas within San Diego County and across the nation. A disadvantaged worker is an individual residing in a disadvantaged area, or a veteran residing anywhere. A disadvantaged area indicates a ZIP code whose household income for a family of four is less than 80% of the average household income for the metropolitan statistical area in which the ZIP code is located. In San Diego County alone, there are approximately 1.2 million people who reside in these predetermined low-income disadvantaged areas.

Where required by federal funding sources, the CBA will also target low-income ZIP codes across the nation. Where a project does not receive federal funding, or where federal funding sources allow local hiring programs, the CBA will focus only on local low-income ZIP codes, including communities closely surrounding and impacted by each project site.

Median Households Income by ZIP Code

The local and national median household data was comprised from the following data sources:

- American Community Survey
- Puerto Rico Community Survey
- Housing and Urban Development based county-level data on the Area Median Income

Note that ZIP code level median household income data were available for the United States and Puerto Rico, but not for U.S. territories such as Guam, Northern Mariana Islands, the U.S. Virgin Islands, and American Samoa.

The list of qualifying ZIP codes for disadvantaged workers will be posted on the SANDAG website, as indicated in the Workforce Dispatch Request form located as Attachment B-1 in the CBA.

It is a struggle for millions of Americans these days to obtain quality jobs that can pay them enough to bring them out of poverty. The investment into a disadvantaged workers program is moving forward in the right direction to assist the region's workers in overcoming significant barriers in the labor market. A disadvantaged workers program will allow opportunities for individuals with disadvantaged backgrounds to gain stability and benefit from valuable job experience in the construction industry.

Targeted Workers

One of the major Workforce Opportunities for Rising Careers (WORC) program components that is included within the Community Benefits Agreement (CBA) is the Targeted Workers program. The Targeted Workers program focuses on recruiting workers from vulnerable and underrepresented populations to work and participate on SANDAG covered projects. The CBA states that contractors and unions must work together to achieve a goal of at least ten percent of the total construction craft hours worked on each covered project being performed by targeted workers.

A "Targeted Worker" means any individual qualifying for one or more of the following categories:

Veteran	Apprentice with less than 15% of needed apprenticeship hours	No High School Diploma or GED	Homeless
Former Foster Youth	Custodial Single Parent	Long-term Unemployed	Recipient of Public Assistance
Low-income	Formerly Incarcerated	Graduate from Apprenticeship Readiness Program (Multi-Craft Core Curriculum)	

Implementing a Targeted Worker program advances inclusion in the workforce by increasing job access for workers who face barriers to employment, improves the economy by increasing employment and household incomes, and benefits businesses by identifying a reliable source of local workers.

Disadvantaged Business Program

In keeping with SANDAG's robust Disadvantaged Business Enterprise (DBE) program, the Community Benefits Agreement (CBA) includes negotiated provisions aimed at ensuring opportunities for participation by Disadvantaged Businesses, including businesses that have been certified by Caltrans and or any other Caltrans-approved California certifying agency as a DBE pursuant to 49 C.F.R § 26.5; or businesses that have been certified by the California Office of Small Business and Disabled Veteran Business Enterprise (DVBE) Services as a Small Business, a Small Business for the Purpose of Public Works, or a DVBE.

Disadvantaged businesses significantly contribute to the local economy by bringing growth and innovation to the community and federal, state, and local governments have prioritized participation of disadvantaged businesses on various projects using public funds. Therefore, disadvantaged businesses are instrumental to the health and vitality of the San Diego region's economy and can provide a major source of new jobs.

The CBA provides increased flexibility for firms defined as disadvantaged businesses. These provisions include:

- A Contractor that qualifies as a disadvantaged business will have the ability to have an additional two core employees work on the jobsite utilizing a higher number of their own workers, as compared to non-disadvantaged businesses. Additionally, the first three employees per craft on the jobsite can be their own workforce before being required to reach out to the hiring hall in an alternating manner for union referrals.
- Disadvantaged businesses are exempt from the requirement to pay core employee fringe benefits and other required contractor contributions to the union employee benefit funds.

The provisions above are available to disadvantaged businesses performing subcontracts valued at \$500,000 or less, or 0.5% of the value of the prime contract, whichever is greater.

The CBA states that disadvantaged businesses are able to participate as contractors, subcontractors, or suppliers and are encouraged to utilize these advantages which allow significant contracting opportunities to level the playing field. Disadvantaged businesses are the backbone of local economies and play a major role in targeting workforce equity.

Helmets to Hardhats

San Diego County has one of the largest concentrations of veteran residents in the nation (over 200,000 veterans¹ and 391 certified Disadvantaged Veteran Business Enterprise (DVBE)² firms as of November 2021), ranking number three with 201,867 military veteran residents. More than 15,000 active-duty service members transition out of active-duty service in San Diego each year. With these astounding statistics, SANDAG found it important to integrate a dedicated veteran's program, such as the Helmets to Hardhats program, within the Community Benefits Agreement (CBA).

The Helmets to Hardhats program connects transitioning active-duty military service members, veterans, National Guard, and reservists with skilled training and quality career opportunities in the construction industry. The program is designed to help military service members successfully transition back into civilian life by offering them the means to secure a quality career in the construction industry. Additionally, in 2007, Helmets to Hardhats supplemented its existing program with a disabled American veteran program known as the "Wounded Warrior" program, which serves to connect disabled veterans with employment opportunities in the construction industry and the careers that support construction.

The Helmets to Hardhats program will help veterans gain direct entry into pre-apprenticeship or apprenticeship programs, which will lead them to transformative construction careers in the Building Trades. As apprentices, veterans will be trained to become highly skilled construction workers and earn a sustainable and livable wage through a debt-free education program. Additionally, these earn-as-you-learn programs can assist veterans by paying wages to support their families, provide health care coverage, retirement benefits, and help them build their pensions.

SANDAG acknowledges that many returning veterans have difficulty finding good sustainable jobs after serving the nation. Therefore, by utilizing the Helmets to Hardhats program, SANDAG will work with the unions to help find careers with contractors in the San Diego region. SANDAG recognizes the supreme sacrifice that veterans have made for this country, and it is our desire to give back to those who have given so much by facilitating the entry of veterans into the building and construction trades industry.

¹US Census Bureau | Veterans in San Diego County

² State of California | Cal eProcure | DVBE Search

Update on SANDAG Equity Action Plan

Overview

In February 2021, the Board of Directors adopted a [Commitment to Equity Statement](#) to capture the agency's unequivocal commitment to anti-racism and discrimination in any form, past, present, and future. The statement serves as the foundation for development of an Equity Action Plan, which outlines how SANDAG will incorporate diversity, equity, and inclusion in all programs, projects, and policies. To assess current practices, staff compiled an inventory of equity-related activities (Attachment 1), and preparation of a baseline conditions report is underway. While development of the Equity Action Plan is ongoing, several programs and projects have advanced implementation of the Equity Statement in 2021 (Attachment 2).

Action: Information

An update on work to advance Diversity, Equity, and Inclusion within the organization; early actions to implement the SANDAG Commitment to Equity statement; and plans for external engagement to continue development of SANDAG's Equity Action Plan in 2022, will be presented.

Fiscal Impact:

This effort is funded by Overall Work Program Element No. 8000146.

Schedule/Scope Impact:

The Equity Action Plan will be developed and presented to the Board of Directors in 2022.

Key Considerations

SANDAG recognizes that, among other things, systemic institutional racism, the practice of redlining, and the impacts of lost tribal land have led to inequity throughout the region. The agency acknowledges that past decisions have divided communities and is committed to creating new policies for inclusive outreach efforts that incorporate the needs and opinions from historically marginalized groups. SANDAG has a responsibility to listen to the communities we serve, learn from experience, and reverse institutional racism so the agency can lead our region toward the inclusive and equitable future envisioned in the 2021 Regional Plan and the agency's Vision and Mission statements:

Vision Statement

Pursuing a brighter future for all

Mission Statement

We are the regional agency that connects people, places, and innovative ideas by implementing solutions with our unique and diverse communities.

Five objectives for the SANDAG Equity Action Plan are embedded in the agency's equity statement:

- *"inform how we plan, prioritize, fund, and build projects and programs"*
- *"frame how we work with our communities"*
- *"define how we recruit and develop our employees"*
- *"guide our efforts to conduct unbiased research and interpret data"*
- *"set expectations for companies and stakeholders that work with us"*

Several efforts – from the Regional Social Equity Planning Framework and Social Equity Early Action Transit Pilots, to the Regional Digital Equity Strategy and Regional Housing Incentive Program – described in Attachment 2, are considered early actions to implement the Commitment to Equity Statement. In addition, closed caption and simultaneous interpretation (English to Spanish) services are available for all SANDAG Board and Policy Advisory Committee meetings, simultaneous Spanish interpretation is provided for public outreach meetings, and other language interpretation services are provided upon request.

Development of the SANDAG Equity Action Plan is ongoing and envisions embedding diversity, equity, and inclusion (DEI) in the agency's culture and work. In 2021, intentional focus was given to advancing DEI within the organization:

- SANDAG joined the Government Alliance on Race & Equity and staff are participating in various working groups and peer exchanges with similar agencies in California and across the country.
- An employee DEI Council that represents a wide spectrum of diversity within the organization was established to advise on matters related to the employee experience. The Council hosted several Lunch & Learn sessions to foster cultural competence among employees. Recommendations to establish employee resource groups and review the onboarding program are in the planning stage.
- Initial DEI trainings (emotional intelligence, unconscious bias, and microaggressions) were offered to the DEI Council and executive team, and the DEI Council's recommendation to offer unconscious bias training to all employees in 2022 is supported by leadership.
- More than 40 employees participated in completing the Global DEI Benchmarks assessment that outlines standards for organizations across 15 categories and 275 benchmarks. Dozens of recommendations were provided through four groups (Foundational, Internal, External, and Bridging). Some recommendations are already being considered and/or implemented through the agency's Strategic Plan and remaining recommendations will be reviewed and prioritized through development of the Equity Action Plan.

As an early step to inform development of the Equity Action Plan, a baseline conditions report on social equity in the region is being developed. The baseline report will inform implementation of the Region Plan and provide metrics from which progress of eventual implementation of the Equity Action Plan can be measured. In a parallel path, staff initiated the procurement process for consultant services to provide independent advice, recommendations, and guidance on the strategy for developing an Equity Action Plan in 2022. Stakeholder outreach and engagement are vital to shape the actions and commitments in the Equity Action Plan and an outreach plan will be developed to engage the Board, Social Equity Working Group, DEI Council, and other stakeholders in early 2022.

Next Steps

An experienced DEI consultant will be contracted to guide development of a draft Equity Action Plan, including public outreach and stakeholder engagement. A baseline data report will be prepared to provide a snapshot of existing conditions. The Equity Action Plan will be prepared and presented to the Board of Directors in late 2022. The development of a formal and well thought out Equity Action Plan will take time to get right but the groundwork has been laid in 2021. In the interim, staff will continue to recommend impactful actions in 2022 to implement the goals of the equity statement. As just a few examples, the agency's Language Assistance Plan will be enhanced, the evaluation criteria for grants will put more emphasis on the goals in the equity statement, and a variety of social equity trainings will continue to be offered to all SANDAG employees throughout 2022.

Elaine Richardson, Director of Diversity & Equity

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Attachments: 1. Inventory of equity-related activities
2. Early actions that advanced the Commitment to Equity statement in 2021

Inventory of Equity-Related Activities

In summer 2021, SANDAG employees were invited to contribute to developing an inventory of programs, projects, and initiatives that consider or have the potential to advance equity. This inventory was envisioned to bring awareness to activities already underway or in practice, and to serve as a resource to consider improvements or adjustments as the SANDAG Equity Action Plan is developed in 2022. Activities have been organized by primary Commitment to Equity statement objectives:

1. *“inform how we plan, prioritize, fund, and build projects and programs”*
2. *“frame how we work with our communities”*
3. *“define how we recruit and develop our employees”*
4. *“guide our efforts to conduct unbiased research and interpret data”*
5. *“set expectations for companies and stakeholders that work with us”*

	Equity Statement Alignment				
	1 Inform	2 Frame	3 Define	4 Guide	5 Set
(1) “inform how we plan, prioritize, fund, and build projects and programs”					
The Regional Social Equity Planning Framework for the 2021 Regional Plan guides how we approach, incorporate, and prioritize social equity in all SANDAG plans, programs, and projects.	•	•		•	•
Equity Early Action Transit Pilots will advance projects that community stakeholders identified as high priorities from the 2021 Regional Plan as pilot projects. Stakeholders asked for immediate investment in public transit projects, policies, or programs that will benefit the most marginalized members of the San Diego region. Transit education and outreach, increased transit services, and free transit service for youth 18 years and younger will begin in spring 2022.	•	•			
The Regional Digital Divide Task Force consists of public and private stakeholders that are actively working to bridge the digital divide. Members include representatives from government organizations, educational institutions, tribal nations, community-based organizations, internet service providers, community technology training and network providers, and other social service and civic organizations. The Task Force provided technical input and informed the development of the Regional Digital Equity Strategy and Action Plan , which aligns with Executive Order N-73-20 to increase statewide access to high-quality broadband statewide and leads to rapid broadband deployment and adoption in the San Diego region. This project is designed to ensure that everyone can benefit from the future transportation technology advancements outlined in the 2021 Regional Plan.	•				
The SR 67 Dig Once Demonstration intends to expand affordable high-quality broadband to East County residents by implementing vital digital infrastructure that enables remote work, telehealth, and distance learning. This project will inform state and regional Dig Once-Dig Smart policy and improve safety and mobility through specific intelligent transportation solutions and smart signal applications.	•	•			

	Equity Statement Alignment				
	1 Inform	2 Frame	3 Define	4 Guide	5 Set
<p>Title VI & Environmental Justice Programs respond to Federal Transit Administration (FTA) and Federal Highway Administration requirements to develop programs and policies that demonstrate compliance with Title VI of the Civil Rights Act of 1964, civil rights-related Executive Orders, U.S. Department of Transportation regulations, and federal/state guidance. The programs describe existing practices and provide a roadmap for future improvements in policies and practices to avoid discrimination on the basis of race, color, national origin/limited English proficiency (LEP), and income to ensure that SANDAG programs, policies, and activities comply with Title VI of the Civil Rights Act of 1964, Environmental Justice mandates and regulations, local/regional civil rights laws, and associated Executive Orders and regulations. SANDAG's Title VI Program is updated and submitted to the FTA every three years.</p> <p>FTA Section 5310 Subrecipient Monitoring Program ensures compliance with civil rights and environmental regulations by providing guidance and reviewing subrecipients' Title VI programs. The Onboard Transit Passenger Survey provides data to ensure transit programs are equitably distributed. Staff-developed responses to RFIs and letters of support ensure that SANDAG Civil Rights concerns are represented in changes to any equity-related legislations and regulations.</p>	•	•		•	
<p>The Borders Committee provides oversight for planning activities that impact the borders of the San Diego region (Orange, Riverside, and Imperial counties, and the Republic of Mexico) as well as government-to-government relations with tribal nations in San Diego County. SANDAG's Binational, Interregional, and Tribal Liaison Planning programs are prepared and implemented under this purview. The Borders Committee advises and makes recommendations to the SANDAG Board of Directors on major interregional planning policy-level matters.</p> <p>The Committee on Binational Regional Opportunities (COBRO) serves as a working group to the SANDAG Borders Committee to facilitate a better understanding of binational border-related issues and needs of the California-Baja California region. COBRO advises on both short- and long-term binational related activities, issues, and actions; provides recommendations regarding binational border-related planning and development; and identifies ways to assist and coordinate with existing efforts in the binational area.</p> <p>The Interagency Technical Working Group on Tribal Transportation Issues, in partnership with the Southern California Tribal Chairmen's Association, serves as a forum for tribal governments in the San Diego region to discuss, monitor, and provide input on implementation of the transportation-related strategies and planning activities mutually developed through the San Diego Regional Tribal Summit.</p> <p>The Intraregional Tribal Transportation Strategy is the result of a collaborative effort between SANDAG and the Southern California Tribal Chairmen's Association to address tribal transportation needs in the San Diego region in an effective and innovative way. The strategy is the outcome of the assembly of existing conditions information and new data collection, as well as regular conversations among tribal leadership, transportation agencies, and other stakeholders in the region.</p>	•	•			
<p>Holistic Implementation of Adaptation and Transportation Strategies will provide tangible guidance on how to address identified climate risks and needs by implementing projects that link mitigation, adaptation, and broader community benefits. An implementation toolkit, economic guidance document, and equity prioritization document will be developed to help local planners with this complex decision-making.</p>	•	•			

	Equity Statement Alignment				
	1 Inform	2 Frame	3 Define	4 Guide	5 Set
<p>The San Ysidro Transit Center (SYTC) and surrounding community is a major transportation hub located north of one of the busiest land border crossings in the world. The SYTC is an anchor station for the regional transit system and major hub for domestic and international travel. Movement to and from the SYTC is impeded by significant pedestrian and vehicular conflicts, circuitous ingress and egress, constrained rail service capacity, as well as other challenges. The recent expansion and modernization of the San Ysidro Land Port of Entry (POE) significantly increased processing capacity for personal travel – urging investment in multimodal facilities serving the area.</p> <p>The San Ysidro Mobility Hub Planning effort will develop conceptual design alternatives for the future San Ysidro Mobility Hub while identifying near-term improvements to enhance connectivity and mobility, improve safety, and introduce innovative Mobility Hub features to facilitate critical existing and planned network connections.</p>	●	●			
<p>The Impacts of Border Delays at California-Baja California Land Ports of Entry Study assessed and quantified the economic and air quality/climate impacts due to border delays experienced at the California-Baja California Land POEs. The study also estimates future impacts that consider planned border infrastructure investments including the Otay Mesa East-Mesa de Otay II POE. Recommendations are provided to reduce border delays and associated impacts including further investment in POE infrastructure and physical capacity, strategies to improve operations, enhance transportation access and services that connect to a POE, and long-term strategies to support binational coordination and planning.</p>	●			●	
<p>The Otay Mesa East POE addresses a variety of transportation-related problems in the California-Baja California border region. Using variable tolls to manage traffic demand, the POE will provide a new relief valve, resulting in decreased congestion and wait times at the other San Diego land POEs. The innovative technologies and strategies deployed through this POE will result in strategic, economic, financial, and operational project benefits that will improve and enhance conditions for community members and the private sector on both sides of the border. The POE also will enhance community health by mitigating freight-related impacts within surrounding environmental justice communities.</p>	●	●			
<p>Aligned with the 2021 Regional Plan, Comprehensive Multimodal Corridor Plans (CMCPs) are data-driven plans that offer solutions to reduce congestion; support climate action initiatives; generate transportation choices; and increase access for residents, commuters, visitors, and goods movement. CMCPs help SANDAG and Caltrans compete for state and federal funding, including Senate Bill 1 funds.</p>	●	●		●	
<p>The Advanced Planning for Next Generation Rapid project will analyze potential route alignments, station locations, and transit priority measures on three Next Generation Rapid routes (625, 471, and 41) that serve the cities of San Diego, Escondido, Chula Vista, and National City. Advanced planning for these routes will ready them for design and implementation and allow SANDAG to line up quality, shovel-ready projects to compete for state and federal funding and help achieve local, state, and national climate action goals. The project will be guided by active participation by project partners and the public to ensure these routes meet the unique needs of the communities they serve, including low-income and disadvantaged populations.</p>	●	●			
<p>Blue Line Transit Oriented Development will maximize planned transit investments in the 15-mile segment of the Blue Line Trolley Corridor between Downtown San Diego, a major regional employment center, and the U.S.-Mexico border crossing at San Ysidro, the nation’s busiest land border crossing. If awarded, the project will develop an implementation strategy to improve multimodal connectivity and community integration of shared-use mobility options, pedestrian and bike improvements, emerging technologies, and urban design enhancements. This project includes several environmental justice communities and provides the transit backbone for people who live, work, and access community resources throughout South County.</p>	●				

	Equity Statement Alignment				
	1 Inform	2 Frame	3 Define	4 Guide	5 Set
The Social Services Transportation Advisory Council (SSTAC) reviews, recommends, and promotes the development and use of accessible transportation services within the San Diego region by: promoting the coordination of transportation serving seniors, individuals with disabilities, and persons of limited means; advising on transportation facilities' compliance with the requirements of the Americans with Disabilities Act (ADA), the Rehabilitation Act, and the building standards in Title 24 of the California Code of Regulations; and advising on the accessibility and usability of transportation facilities beyond strict interpretation of regulations based on actual experience and knowledge. SSTAC consists of 21 members who represent social service agencies, individuals, transportation providers, and the Consolidated Transportation Services Agency.	●	●			
The Sustainable Development Goals Project is a tool to centralize and streamline many existing and overlapping SANDAG efforts with the United Nations' Sustainable Development Goals towards environmental sustainability, economic development, social inclusion, and overall holistic, sustainable growth. Elements include performance monitoring, equity action plan, climate action portal, and more.	●			●	
In partnership with the Community-Based Organization (CBO) Outreach team, the CBO Community Mobility Needs Assessment conducted surveys through fall 2020 to better understand mobility challenges, needs, opportunities in underserved communities. The survey data collected is used to inform the Flexible Fleets Implementation Strategic Plan.	●	●		●	
The Flexible Fleets Implementation Strategy will identify near-term Flexible Fleet pilots with a strong focus on CBO partners and their communities. As part of this project, mobility needs assessments will be developed for each CBO based on survey data and other quantitative/qualitative data from CBO coverage areas.	●	●			
Mid-Coast Mobility Hub implementation addresses several access constraints for people walking, biking, taking other transit services (e.g., buses), and using shared mobility services - as well as for people with mobility limitations. Low-income and minority populations in the region's South Bay communities also face significant barriers to access the Clairemont and Mission Bay communities due to lack of safe infrastructure.	●				
<p>Electric Vehicle Programs</p> <p>Electrification of cars, trucks, and buses is a key initiative in the Regional Plan to reach regional greenhouse gas (GHG) emission-reduction targets and provide cleaner air for healthier communities.</p> <ul style="list-style-type: none"> • The Accelerate to Zero Emissions (A2Z) collaborative will develop a Regional Electric Vehicle (EV) Strategy – informed by the A2Z EV Gap Analysis published in July 2021 – to accelerate investment in zero-emission vehicles and infrastructure that reduce air pollution and GHGs. • The CALeVIP (EV Charger Incentive Program) provides rebates for purchase and installation of eligible EV chargers in San Diego County; a total of \$21.7 million is available over three years. Higher incentives are offered for projects in low-income and/or disadvantaged communities. • The Regional EV Charger Management Strategy will develop a regional EV charger management strategy to support the continued reliable operation and expansion of public EV charger infrastructure at Park & Ride lots and other public parking areas managed by public agencies. • The Medium- and Heavy-Duty Zero-Emission Vehicle Blueprint will support the development of a regional strategy to transition goods movement and transit to zero emission through coordinated engagement with regional stakeholders. • The Zero-Emission Vehicle Incentive Program – which is in the process of resubmittal for a Caltrans grant – will further expand access to zero-emission vehicles in the region through rebates and subsidies, with an emphasis in benefitting our most underserved communities. 	●				●

	Equity Statement Alignment				
	1 Inform	2 Frame	3 Define	4 Guide	5 Set
Development of the 2023 Regional Transportation Improvement Program (RTIP) will integrate equity and track and monitor social equity performance measures of projects in the RTIP.	●	●		●	
The Climate Change Solutions Report establishes a foundational understanding of statewide climate change policies and programs, including climate mitigation and adaptation, describes the ways in which SANDAG currently supports state and local goals in this space, and identifies and analyzes opportunities for SANDAG to implement new or expanded climate activities in the region.	●				
The Regional Climate Action Planning Framework (ReCAP) establishes a technical framework for regionally consistent climate action planning that preserves local policy flexibility for the unique needs and circumstances of each local jurisdiction. ReCAP comprises a summary document and six technical appendices. The methodologies presented in ReCAP represent the best available science at the time.	●				
The Curb Access Management Concept of Operations (ConOps) served as the first step in planning the Curb Access Management technology, a Next OS concept, that would reallocate curb space from traditional vehicle storage, thereby opening accessibility and mobility for many other users. The development of the ConOps identified and evaluated the needs of all road users and put the needs of users that are most vulnerable at the top of the prioritization list. By considering how the technology will be used, the ConOps aims to prioritize equity and accessibility in curb management to ensure that curb management strategies add value and access to the community - with a focus on disadvantaged groups to ensure no undue burden is placed on any group or population.	●	●			
The Smart Intersection System Concept of Operations (ConOps) served as the first step in planning out the Smart Intersection technology, a Next OS concept, that would allow for greater coordination across agencies to assess priorities, optimize network performance, and increase resilience to disruptions. The development of the Smart Intersection Systems ConOps identified and evaluated the needs of all road users and put the needs of the most vulnerable users at the top of the prioritization list. To address the identified needs, the ConOps identified system goals and objectives that primarily focus on improving safety, and prioritizing equity and accessibility for the most vulnerable road users.	●	●			
The Next OS Concept White Paper developed equity considerations highlighted equity challenges and opportunities, and provided several steps to guide development of the Next OS. Next OS is envisioned to help transform the San Diego region's current transportation system into a world-class network by becoming the digital platform that connects the technologies of Complete Corridors, Transit Leap, Flexible Fleets, and Mobility Hubs. To guide the development and deployment of Next OS, SANDAG identified the potential challenges and opportunities that the platform presents for equity issues in the region.	●			●	
Community Benefits Agreement (CBA), Disadvantaged and Targeted Workers Program, and Helmets to Hardhats program will work with trade associations to ensure that SANDAG can fill the pipeline with skilled and trained workforce to include underrepresented individuals that will participate on future projects. Components of the proposed CBA include community and local hire participation, disadvantaged area worker programs, and targeted worker provisions. Implementing a CBA on SANDAG construction projects will allow the agency to incorporate Workforce Opportunities for Rising Careers (WORC) program provisions that will benefit the local community. The SANDAG approach is to advance equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality.	●	●			●

	Equity Statement Alignment				
	1 Inform	2 Frame	3 Define	4 Guide	5 Set
The Regional Mobility Hub Strategy aims to demonstrate how transportation services, amenities, and supporting technologies can work together to make it easier for communities to access transit and other shared mobility choices. As part of this effort, SANDAG also developed an equity memo that assessed how mobility hubs can best serve disadvantaged communities in San Diego and Imperial counties. Some of the equity-related benefits, challenges, and best practices associated with different mobility hub features have been identified to recommend features that could benefit disadvantaged populations at 11 mobility hub design prototypes around San Diego County.	•	•			
The Environmental Mitigation Program 10th Call for Projects will include social equity criteria in the TransNet grant program to allocate funds to protect, preserve, and restore native habitats as offsets to disturbance caused by the construction of regional and local transportation projects.	•				
Social Equity Impact Analyses aim to determine if there would be any discriminatory impacts on people and communities, in compliance with Title VI of the Civil Rights Act and Executive Order 12898. SANDAG provides support to recipients, including regional transit operators, in the development of these analyses. Social equity analyses are underway for the new Metropolitan Transit System Division 6 Bus Maintenance Facility and Downtown Bus Layover Project .	•	•			
The TransNet Independent Taxpayer Oversight Committee (ITOC) provides increased accountability for expenditure of TransNet funds, helps ensure all voter mandates are carried out, and develops recommendations for improvements to the financial integrity and performance of the program. Specifically, ITOC will consider creation of new member positions that align with the agency's social equity efforts. The ITOC also will consider Ordinance amendments that help promote equity, such as the Bike Early Action Plan, Dig Once, and others.	•				•
The San Diego and Imperial Counties Sustainable Freight Implementation Strategy will develop a 30-year Sustainable Freight Strategy (Strategy) to inform the systematic implementation of multimodal projects and policies that transition the region to a more sustainable, efficient, equitable, and economically competitive freight transportation system. The Strategy will be vetted through extensive outreach efforts with public and private freight stakeholders and will encompass projects and policies identified in our Regional Plan as well as emerging technologies that have evolved since the adoption of the California Sustainable Freight Action Plan. Additionally, the Strategy will include an implementation plan that focuses on actionable strategies to pursue funding opportunities.	•	•			
The Regional Housing Incentive Program will increase the availability of affordable homes in the San Diego region and release up to \$6 million (funded by the Regional Early Action Planning Grant) through two calls for projects: (1) Housing Acceleration Program; and (2) TransNet Smart Growth Incentive Program. This program identified housing equity and anti-displacement technical assistance as one of its key initiatives that SANDAG could implement to encourage the acceleration of housing production.	•	•			•
The Housing Acceleration Program will develop and adopt policies and process improvements that accelerate housing production, facilitate implementation of local jurisdictions' housing elements, implement the Regional Plan Sustainable Communities Strategy, and build local jurisdictions' capacity to compete for funding statewide through the Department of Housing and Community Development's Prohousing Designation Program. The program provides grants and technical assistance to local jurisdictions to accelerate housing production statewide as well as promote equity and sustainability in housing planning and production.	•	•			•

	Equity Statement Alignment				
	1 Inform	2 Frame	3 Define	4 Guide	5 Set
The TransNet Smart Growth Incentive Program will encourage mobility hub planning in smart growth areas or employment centers. Funds can support climate action plan implementation and facilitate compact, mixed-use, transit-oriented development that encourages the acceleration of housing production. This cycle would make available planning funds only and therefore consists of a streamlined application process to efficiently award funding to local planning projects that support smart growth development, promote equity, and help our region meet state mandated goals to reduce vehicle miles traveled and GHG emissions.	•	•			•
<p>SANDAG contributes to a variety of committees and working groups:</p> <ul style="list-style-type: none"> Conversations with the County of San Diego Reducing Racial and Ethnic Disparities Committee help examine, inform, and modify any practices and policies that may be contributing racial and ethnic disparities in San Diego County's Juvenile Justice System. The Clinton Health Matters Initiative works to improve the health and well-being of all people by activating individuals, communities, and organizations to make meaningful contributions to the health of others. The goals of this work are to reduce the prevalence of preventable health outcomes and close health inequity and disparity gaps by improving access to key contributors to health for all people. Membership with the Government Alliance on Race and Equity connects SANDAG to a national network of government agencies and organizations working to achieve racial equity and advance opportunities for all. In collaboration with Caltrans' Office of Race and Equity, the Big 4 MPO Group engages staff from the largest MPOs in California to strategize how to support one another in advancing equity through collaborative initiatives. An MPO Equity Working Group serves as a peer exchange forum for planning staff from MPOs nationwide to share best practices, discuss issues and challenges, and support one another in strengthening planning practice on equity. 	•	•			
(2) frame how we work with our communities					
The Social Equity Working Group is a public collaborative forum of CBOs that gathers input from disadvantaged and underrepresented populations and highlights social equity in our projects and programs. The CBO Outreach Team conducts outreach and public input on the Regional Plan. Team members attend monthly meetings to provide regular updates on outreach progress, share lessons learned, and discuss upcoming outreach activities with the SANDAG staff. In addition, the CBO Outreach Team attends educational sessions given by SANDAG staff on key elements of the regional planning process to ensure that team members fully understand the regional planning process and can relay the information to their community members.	•	•			
The Office of Diversity and Equity is responsible for most Civil Rights functions at SANDAG, providing guidance to staff to ensure compliance with various civil rights programs. An internal SharePoint site was set up to share resources and information on these programs.	•	•		•	•
The Language Assistance Plan identifies numbers of persons in a service area with LEP and the languages spoken by them; outlines current and future language assistance measures for development and delivery of printed, verbal, and online agency publications and materials; describes how the agency trains staff and provides notice to LEP individuals; and details how the plan will be monitored. It is updated regularly as new data become available.		•		•	

	Equity Statement Alignment				
	1 Inform	2 Frame	3 Define	4 Guide	5 Set
<p>Public Outreach, Media, Information Accessibility Practices:</p> <p>SANDAG uses accessibility practices in its public outreach and media to ensure equitable opportunity for engagement for those with accessibility needs throughout our region. Examples include but are not limited to:</p> <ul style="list-style-type: none"> • Public Meetings Accessibility: SANDAG offers services of language interpreters to reflect the languages spoken in local communities, assistance for the hearing impaired, scheduling hybrid public meetings for those without access to a computer, and phone lines for stakeholder calls for public comments. Meetings are held in ADA-accessible locations served by public transit, and at times when community members are most available. • Linguistic Inclusion: SANDAG provides language support services, including simultaneous interpretation, translation of documents (Spanish, Tagalog, etc.), and bilingual customer service staff. • Collateral Materials Accessibility: SANDAG uses best practices including developing final documents of maps, charts, and other graphics with ADA color selection; alternative text for non-decorative images and graphics; content blocks in newsletters and header features for e-readers; a photographic library; and translation and interpretation for stakeholder engagement. • Digital Access: SANDAG schedules public meetings so people with and without computers can participate to ensure maximum participation in public process. 		•		•	
<p>The eBike Incentive Pilot explores a potential partnership with the Pedal Ahead electric-assist bike loan-to-own program to serve as an alternative to automobile transportation, prioritizing low-income individuals. Program participants work towards owning an e-bike free of charge by biking an average of five miles per/day over the course of the two-year period. Unlike traditional bike costs, e-bike costs have been reported as one of the primary barriers to adoption. Offering an e-bike incentive program would offer direct access to sustainable mobility options, especially for lower income populations. Older adults and people with physical limitations found biking easier and not as strenuous with e-bikes. This suggests that e-biking can be a realistic travel option for a diverse demographic.</p>		•			•
<p>Board Policy No. 025, Public Participation/Involvement Policy establishes a process for obtaining input from and providing information to the public concerning agency programs, projects, and program funding to ensure the public is informed and can provide SANDAG with input so plans can reflect the public's desire. This policy describes efforts to ensure public engagement is accessible by all, including historically underserved communities.</p>	•	•			
<p>Board Policy No. 009, Discrimination Complaint Procedures established a procedure under which complaints alleging discrimination in SANDAG's provision of services or SANDAG activities can be made by persons who are not employees.</p>	•	•			
<p>Chula Vista Mobility Hub Concept of Operations Stakeholder Interviews were conducted to ensure that the needs of populations that are often underrepresented by more traditional data collection methodologies were captured. A special focus was placed on securing input from stakeholders that represent under-banked, unsheltered and food insecure populations, seniors, individuals with disabilities, and veterans.</p>	•	•			
<p>The Automated Regional Justice Information System (ARJIS) implemented an AB 1747 Purpose Code feature for its State, Regional, Federal, Enterprise Retrieval System (SRFERS) mobile application to comply with state law. AB 1747 requires justification for each query submitted to the California Law Enforcement Telecommunications System (CLETS) and it prohibits use of CLETS data for immigration enforcement, except only in cases where information is related to the individual's criminal history. The SRFERS purpose code feature will help to ensure each query is lawful.</p>		•			•

	Equity Statement Alignment				
	1 Inform	2 Frame	3 Define	4 Guide	5 Set
ARJIS deployed a Cultural Awareness Mobile Application on more than 1,500 smartphones issued to law enforcement personnel in the San Diego region. To provide equitable and effective public safety, law enforcement professionals need to be able to function within the context of cultural beliefs, behaviors, and needs of all members of the community.		•			•
The SANDAG Access Plan is a self-evaluation to examine the agency's activities and services, identify problems, or physical barriers that may limit accessibility to such activities and services by persons with disabilities, and describe potential compliance solutions. The ADA requires that SANDAG prepare the Access Plan to describe the process for making any changes to make agency activities and services accessible. This Access Plan is prepared pursuant to Title II of the ADA and is intended to outline the methods by which changes will be or have been made to implement Title II's non-discrimination policies.		•			
iCommute provides support services to a variety of employers in the region. Some employers include low-wage jobs, manual labor jobs, multilingual staff, and are in locations with limited access to transit. iCommute offers commuter surveys in Spanish and Tagalog. Surveys can be printed and distributed to employees, and data entry is provided by the agency. Account Executives promote commuter solutions that are customized for the work location.	•	•			•
Access to data/resources: SANDAG creates numerous open data resources for equity-related and demographic regional data that informs the agency's projects, programs, and analyses. Examples include but are not limited to the DataSurfer (Population and Housing Estimates, Regional Growth Forecast), the Regional Census Data Center (U.S. Census Bureau data), and Yearly Population and Housing Estimates.		•		•	
Mobility and Roadside Services <ul style="list-style-type: none"> The Motorist Aid Program includes the Freeway Service Patrol, a free service that improves safety for stranded motorists and reduces traffic congestion, and the Call Box Program, a free service designed to help travelers who experience vehicle problems on the highway. Motorists may call 511 from a cell phone to be connected to the motorist aid call center. The SANDAG Vanpool Program provides a monthly subsidy to assist with the lease cost for a van to be used by five or more people for commuting to work. The Guaranteed Ride Home Program is an emergency ride home up to three times per year for those who took an alternative mode of transportation to work. The FasTrak® Customer Service Center provides bilingual assistance to customers who use State Route 125 (SR 125) or the Interstate 15 Express Lanes. Cash and credit payment is accepted at toll booths on SR 125. Ramp locations offer automated toll payment machines and the main line plaza allows customers to interact with a toll attendant at the toll booths. 		•			

	Equity Statement Alignment				
	1 Inform	2 Frame	3 Define	4 Guide	5 Set
(3) “define how we recruit and develop our employees”					
<p>Board Policy No. 007, Equal Employment Opportunity and Disadvantaged Business Enterprise Programs, demonstrates our commitment to actively recruit, hire, train, promote, and make all other employment decisions without regard to any category protected under federal or state law, and to encourage Disadvantaged Business Enterprise (DBE) consultant, contractor, and subcontractor participation in SANDAG contracts.</p> <p>The Equal Employment Opportunity Program ensures fair treatment of all individuals with respect to recruitment and hiring; training, development, and advancement opportunities; compensation and benefits; and the application of employment policies and practices. Periodic program reports - prepared quarterly, annually, and triennially - summarize the results of the agency’s recruitment and staffing program relative to the Equal Employment Opportunity program goal, which is to establish and maintain a workforce that is representative of the communities SANDAG serves throughout the region.</p>			•		•
<p>The SANDAG employee Training and Development Program supports growth, development, and empowerment by providing innovative, high-quality workplace programs, resources, and services. Professional development opportunities are primarily offered in the form of challenging, on-the-job work assignments, augmented by regular coaching and mentoring by supervisors and managers. SANDAG also provides education assistance and tuition reimbursement benefits; supports obtaining and maintaining licenses, certifications, and memberships; offers access to professional education courses in a variety of topics (e.g., management/leadership, business fundamentals, technology and applications, and diversity, equity, and inclusion), and provides custom in-house programs, department/team retreats, and other learning opportunities. SANDAG also administers required training to employees in the areas of ethics, public records management, prevention of workplace harassment, information security awareness, and workplace violence prevention.</p> <p>Social Equity Training develops internal capacity to integrate equity into all SANDAG work efforts, and to provide employees tools to analyze equity concerns for all activities. Trainings are developed and delivered for several Social Equity topics: Title VI, Environmental Justice, LEP, Disability Rights, Social Equity Impact Analysis.</p>	•	•	•	•	
<p>As part of the agency’s commitment to building a diverse team, the SANDAG Recruitment Program incorporates extensive outreach to more than 200 community organizations throughout San Diego County to share information about job openings; SANDAG considers relevant education, demonstrated knowledge, and recent work experience in lieu of formal education requirements; and diverse candidate selection panels are assembled to conduct interviews and consistent, structured questions that focus on skills, experience, and learning agility are asked of all candidates. SANDAG maintains market competitive salary ranges and has established practices to help ensure fair and equitable salary offers based on demonstrated knowledge, relevant experience, and skills pertaining to the open position. SANDAG developed an onboarding and orientation program for new employees that emphasizes relationship-building and collaboration.</p>		•	•		
<p>The SANDAG employee Diversity, Equity, and Inclusion Council (DEI Council) is an advisor to the Executive Team and provides insight and suggestions for changes and/or improvements to the SANDAG employee experience. The DEI Council began hosting DEI Lunch & Learn events to bring employees together to collaborate and learn about various cultures. In 2021, programs highlighted Juneteenth, Mexican American Heritage Month, and Indigenous People’s Day. In 2022, the DEI Council will consider options to refresh the agency’s new employee Buddy Program to improve experiences of new hires based on their rich assortment of lived experiences and identities. The DEI Council will also develop a workplan to establish Employee Resource Groups (ERG) to promote a culture of diversity, respect, equity, and inclusion; network opportunities and a sense of belonging at SANDAG; as well as ensure that needs of historically marginalized employees are recognized at both an executive and managerial level.</p>	•		•		

	Equity Statement Alignment				
	1 Inform	2 Frame	3 Define	4 Guide	5 Set
The Asian American & Pacific Islander (AAPI) and Black Employee Affinity Groups were created to provide safe spaces to discuss, acknowledge, and learn from recent events and to provide an opportunity to discuss racial and cultural challenges employees face, and to connect AAPI and Black employees as communities. These informal groups are an early example of what SANDAG could do with ERGs.			•		
(4) “guide our efforts to conduct unbiased research and interpret data”					
The Climate Action Data Portal is an online resource for climate planning data for the San Diego region. The site builds off the guidance provided in ReCAP and provides online access to the greenhouse gas inventory and activity data included in the ReCAP Snapshots.	•	•		•	
The Mobility Data Clearinghouse will collect and manage micromobility device data which cities can leverage to determine whether mobility devices are being distributed equitably.				•	•
Peer Reviews are structured and documented reviews of datasets and methods to ensure accuracy and provide transparency on choices made during analysis. Peer Reviews may include external experts as well as SANDAG employees. Recent examples include Project Labor Agreement Requirements, Digital Divide Broadband Gap Analysis, and other equity-related data analysis.	•	•	•	•	
Quality Assurance/Quality Control (QA/QC) reviews are conducted for equity-related data and analysis products to ensure accuracy of data and quality reviews of data products. QA/QC reviews are detailed examinations of data and analytic processes and thus verify that data products are accurate and followed defined procedures.	•			•	
SANDAG employees participated in Annie E. Casey Skills to Accelerated Results training to inform and guide more equitable and culturally responsive research practices.	•		•	•	•
Equity-related research: SANDAG conducts various studies and research to strategize investments to our region’s environmental justice communities. Study and research examples include but are not limited to reports on arrest and victimization by race/ethnicity, neighborhood safety measures in low-income communities, etc.				•	
(5) “set expectations for companies and stakeholders that work with us”					
Equitable procurement and access to opportunities/partnerships: For more equitable distribution of funding opportunities, contracts, and grants; multiple methods of targeted solicitations for procurement are used towards small businesses, DBE firms, community-based organizations, and Tribal governments. Project managers are also encouraged to determine if smaller procurements and micro-purchases can be used for projects to allow small businesses to compete more effectively. The SANDAG Vendor Portal (BidNet Direct) is a bidding platform and vendor portal for potential vendors to receive notifications of SANDAG contract opportunities and currently hosts the application for the Bench Program for DBE and Small Business (SB) certified firms interested in getting certified for the Architecture and Engineering (A&E), Construction Management (CM), and Planning Bench Programs. The Compliance Information System supports SANDAG’s commitment to maximize and report the utilization of small and disadvantaged businesses by providing visibility, accountability, and transparency throughout the entire compliance reporting process.	•	•			•

	Equity Statement Alignment				
	1 Inform	2 Frame	3 Define	4 Guide	5 Set
The Diversity and Equity Outreach Program improves awareness of SANDAG equity programs; promotes engagement within our businesses, workforce, and communities; and strengthens partnerships with other local agencies and organizations. It includes pre-proposal and pre-bid networking, SANDAG Speed Networking events, and outreach/tables at partner organization events.	•	•			•
SANDAG's membership in the American Contract Compliance Association (ACCA) delivers ongoing comprehensive training and certification to staff in the fields of Affirmative Action, Contract Compliance, Minority/Women/Disadvantaged/Small/Emerging Business Enterprise, Labor Compliance, Economic & Business Development, and Equal Employment Opportunity. As a member, SANDAG can bring ACCA best practices into SANDAG programs and initiatives.					•
The SANDAG DBE Program aims to reach and provide opportunities for disadvantaged business enterprise firms that want to work on SANDAG contracts. It includes DBE commitments to major projects such as the Mid-Coast Trolley. The DBE Interactive Communication and Engagement Program and DBE Alert Report for Project Managers are designed to enhance communication between the Office of Diversity and Equity and SANDAG project managers, and to address potential DBE program deficiencies before it is too late in the contract or task order.	•	•			•
The SANDAG SB Program aims to remove barriers, expand contracting opportunities, and promote equity in the participation of small businesses by leveling the playing field in SANDAG contracts and procurements. The SB Mentoring Program's mission is to increase the pool of small A&E professional services firms participating in transportation projects by providing them opportunities to network and partner with large Prime companies. SANDAG is also a committee member of the Construction & Collaboration Mentor Protégé Program, which aims to assist small construction businesses grow and develop in the San Diego region through voluntary partnerships with larger firms and public agency support.		•			•
The SANDAG Bench Program is a nationally recognized program with a successful record of creating significantly more contracting opportunities for small and diverse firms to participate on SANDAG contracts and procurements for A&E, CM, and Planning Services. On-Call Primes Consultants use the Bench to obtain lists of certified DBE and SB firms to use on their on-call task orders as subconsultants.					•
The Pre-Apprenticeship Program is an earn and learn program in collaboration with the San Diego Workforce Partnership and San Diego Building Trades for underserved workers in San Diego/Imperial counties, it prepares students to enter an apprenticeship program or career in construction and tracks their progress throughout their careers. Lessons include math, English, Occupational Safety and Health Administration training, blueprint reading, and interview preparation. An estimated 160 disadvantaged individuals will participate in this program in the initial two-year grant period. The WORC program is a new workforce utilization and development program that focuses on creating construction career pathways throughout the transportation industry for disadvantaged individuals. The goal of the WORC program is to work with the existing pre-apprenticeship program partnerships (e.g., Apprenticeship Readiness Collaborative program) to prioritize jobs for workers with disadvantaged and low-income backgrounds.		•			•

SANDAG Early Actions that Advanced the Equity Statement in 2021

Regional Social Equity Planning Framework for the 2021 Regional Plan

SANDAG is committed to prioritizing equity and inclusion as an organization and in its work serving the region. It starts with the [2021 Regional Plan](#), which, as an early action, has established a framework for how social equity will be approached, incorporated, and prioritized in all SANDAG plans, programs, and projects. Through this framework, SANDAG will partner to advance investments in communities that have been historically underserved and underrepresented—those who have been systemically marginalized and impacted by actions and inactions at all levels of government and society. This includes people with low incomes, people of color, people with disabilities, and people with limited English proficiency. SANDAG will take a collaborative approach to ensure that its investments uplift people, households, and communities to create a region where every person can engage, benefit, and thrive. SANDAG partnered with community-based organizations (CBOs), considered best practice research in equitable planning, and supplemented that with data collection and analysis. Through this process, five inter-reliant actions were identified: engagement; data accountability; measure impact; prioritize investments; monitor, report, and evolve ([see page H-68 of Appendix H](#)). To be successful, these five actions rely on learning continuously, forming collaborative partnerships, and recognizing that community members know best how they experience—and want to experience—the San Diego region.

2021 Regional Plan Social Equity Working Group

As a collaborative open forum for CBOs to provide input from disadvantaged and underrepresented communities on development of the 2021 Regional Plan, the [Social Equity Working Group](#) provided input on a variety of agency programs and projects from a social equity lens. In collaboration with SANDAG staff, these Environmental Justice organizations conducted a Community Mobility Needs Assessment in each of their communities and are supporting development of a Flexible Fleets Implementation Strategy for which one of their communities will participate in a pilot.

Social Equity Early Action Transit Pilot

The [Social Equity Working Group](#) developed a proposal for a pilot project to improve mobility for historically underserved populations, which was approved by the Board of Directors on [October 22, 2021](#). Transit services education and outreach will begin in spring 2022, prior to the start of free transit fares for people 18 years and younger. Transit improvements in historically underserved areas will start in fall 2022 and the pilot would end in summer 2023, with a research study to evaluate the benefits of the pilot project.

Regional Digital Equity Strategy and Digital Equity Action Plan

The Board adopted [Board Resolution No. 2021-09](#) in January 2021, committing to develop a [Digital Equity Strategy and Action Plan](#) that leads to rapid broadband deployment and adoption in the San Diego region. The [Regional Digital Divide Taskforce](#)—including representatives from public agencies, broadband providers, and non-profit organizations that are actively working to bridge the digital divide—was created to provide technical input. Connected to these efforts, SANDAG recently donated 108 used computers to San Diego Futures Foundation to be refurbished and offered to people with limited incomes, seniors, veterans, people with disabilities, foster families, and nonprofits.

Title VI Program

Title VI of the Civil Rights Act of 1964 states, “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” As a recipient of federal funding, SANDAG is required to develop policies, programs, and plans that comply with Title VI and associated Executive Orders and regulations. In July 2021, the Board approved an updated [Title VI Program](#), which outlines SANDAG activities, programs, and policies that advance equity and ensure that all people are treated fairly and are given equal opportunity to participate in the planning and decision-making process, with an emphasis on ensuring that traditionally underrepresented groups are not left behind.

Community Benefits Agreement

On April 9, 2021, the Board adopted Resolution No. 2021-17, which directed staff to consider “Local workforce and careers in construction for our region through Project Labor Agreements” when drafting the 2021 Regional Plan. The proposed SANDAG PLA, also referred to as a Community Benefits Agreement (CBA), could benefit the San Diego region by advancing racial equity, assisting vulnerable individuals, and supporting underserved local communities, consistent with recently authorized federal initiatives. The goal is to create economic sustainability benefits to the region, derived from employment and training programs to help individuals that are systemically marginalized. At its meeting on [July 23, 2021](#), the Board authorized staff to begin negotiations with the San Diego County Building and Construction Trades Council to execute a CBA, which will be presented to the Board for approval on December 17, 2021.

Regional Housing Incentive Program

The California Department of Housing and Community Development established the Regional Early Action Planning Grant program (REAP) in 2019 to prioritize planning activities that accelerate housing production. In November 2021, SANDAG received the balance of its \$6.8 million total allocation to continue developing a Regional Housing Incentive Program, and the Board approved the release of up to \$3 million for a new housing acceleration program grant. The application review process allocates 20% of overall scores to the projects’ commitment to goals that support equity. In addition, through the Regional Equitable Housing Subcommittee approved by the Board in October 2021, SANDAG is working to establish a broader regional impact on housing.

CALeVIP San Diego County Incentive Project (SDCIP)

In partnership with the California Energy Commission, San Diego County Air Pollution Control District, and SANDAG, and administered by the Center for Sustainable Energy (CSE), the [SDCIP](#) is the San Diego region's electric vehicle charger rebate program. Launched in October 2020, the three-year program will provide \$21.7 million in incentives for public, workplace, and shared-use multi-unit dwelling chargers. This program was designed to provide higher incentives for charger projects in disadvantaged and low-income communities. One year into the program, 47% of funds have been reserved or issued to installations in these communities, far exceeding the 25% of rebate funds that had been reserved for projects in disadvantaged and low-income communities. SANDAG also funded technical assistance through an "EV expert" at CSE to answer applicants' questions about their EV charger projects, support EV charger permit streamlining by local jurisdictions, and support workforce training opportunities for licensed electricians through the Electric Vehicle Infrastructure Training Program (EVITP).

Localizing Data for the Sustainable Development Goals

The Sustainable Development Goals (SDGs) are 17 global goals adopted by all United Nations Member States in 2015 through the 2030 Agenda (Agenda) for Sustainable Development. With equity at the heart of the agenda, it is intended to serve as a blueprint for cities, regions, and states across the globe to achieve a better future for all. The SDGs incorporate equity, justice, and opportunity, to ensure sustainability of all communities. The San Diego region hosts an impressive array of sustainable development projects; currently, there are no frameworks that exist to unite these projects. The SANDAG SDGs dashboard seeks to fill that gap and provide a unified view of its regional efforts. SANDAG, in partnership with UC San Diego School of Global Policy and Strategy's SDG Policy Initiative, has kicked off the SDG project to work with member agencies and key stakeholders to apply priority targets and indicators to the San Diego region. The project will convene practitioners, decision-makers, and academia to help advance the SDGs in the region, and monitor their progress using a variety of data.