

Memorandum of Agreement
Between
the City of National City and
the California Department of Transportation

Subject: Preparation and Approval of the Environmental Document for the I-5/SR-15/Harbor Drive 2.0 Connected Corridor Project

I. Purpose

This AGREEMENT is entered into this ____ day of _____, 2023 by the City of National City and the California Department of Transportation (CALTRANS), (each as an “AGENCY” or a “LEAD AGENCY”).

This Memorandum of Agreement, and such supplements as may be agreed to, provides the basis for cooperative efforts between the City of National City and CALTRANS and through their respective activities in San Diego, California, in the development and completion of appropriate required California Environmental Quality Act (CEQA) (42 U.S.C. Section 4321 et seq.) and the National Environmental Policy Act (NEPA; 42 U.S.C 4321 et seq.) analysis and documentation, in support of the required environmental planning for the I-5/SR-15/Harbor Drive 2.0 Connected Corridor (Harbor Drive 2.0) Project.

Parties are authorized to enter into this agreement for improvements to the State Highway System per the California Streets and Highways Code sections 114 and 130. California Government Code 14030 allows Caltrans to assist other agencies with transportation improvements.

II. Background

Harbor Drive currently experiences high levels of congestion that slow down Port and Naval operations and produce downstream impacts on Portside Environmental Justice Neighborhoods. Neither Harbor Drive nor its connecting arterials currently have Intelligent Transportation System (ITS) technologies and signal prioritization installed. This has resulted in most intersections failing to clear vehicles during peak hour traffic. Additionally, equity and sustainability remain critical issues for Portside Environmental Justice Neighborhoods with emphasis on emissions, noise, and safety emanating from the Working Waterfront truck and vehicular traffic.

This project proposes to introduce connected all-day and off-peak dedicated truck lanes and Intelligent Transportation Systems technologies along Harbor Drive and connecting arterials to I-5 and SR-15 in San Diego and National City to address community concerns of truck traffic in residential communities while improving connections and travel times between the Working Waterfront, I-5 and SR-15, and intermodal freight facilities. The proposed ITS improvements will support the development of a connected and

sustainable freight corridor, improve access and circulation, manage truck travel on designated routes, and expand transportation mobility options for the working waterfront.

III. Responsibilities of the Federal Lead Agency

California participated in the "Surface Transportation Project Delivery Pilot Program" (Pilot Program) pursuant to 23 USC 327, for more than five years, beginning July 1, 2007 and ending September 30, 2012. Under the 2007 Pilot Program Memorandum Of Understanding (MOU), FHWA assigned, and Caltrans assumed, all of the USDOT Secretary's responsibilities under NEPA. The Caltrans 327 MOU is now renewable every 10 years. The most recent MOU under the permanent program is dated May 27, 2022.

CALTRANS, as a Federal Lead Agency, shall involve the public, state, tribal, and local governments, relevant agencies, and any applicants, to the extent practicable in the environmental review process. ~~The Lead Agency shall:~~

- A. NEPA encourages public participation. The degree of public participation and the means of soliciting public input are determined on a case specific basis, taking into consideration the results of public participation efforts at the planning and programming stages and the degree of public interest or controversy [23 CFR 771.119(b)]. The Lead Agency must also provide increased oversight in managing the process and resolving issues.
- B. Send letters to the appropriate Local Agencies inviting them to become Responsible Participating Agencies.
- C. Review and approve final technical studies and the draft Initial Study prior to public circulation.
- D. Use the environmental analysis and proposals of Responsible Agencies with jurisdiction by law or special expertise, to the maximum extent possible consistent with its responsibility as Lead Agency.
- E. Meet with a Responsible Agency at the latter's request.
- F. The Implementing Agency for a Project Component will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete work.

IV. Responsibilities of Local Responsible Agency

By definition, a Local Responsible Agency is any Local agency, other than the lead agency, that has jurisdiction by law or special expertise with respect to any environmental impact involved in a proposed project or project alternative. Responsible agencies have a higher degree of authority, responsibility, and involvement in the environmental review process.

The City of National City, as a Responsible Agency, shall

- A. Participate in the CEQA process at the earliest possible time.
- B. Participate in the scoping process.

- C. Make available staff support at the Lead Agency's request to enhance the latter's interdisciplinary capability.
- D. Normally use its own funds. The Lead Agency shall, to the extent available funds permit, fund those major activities or analyses it requests from responsible agencies. Potential Lead Agencies shall include such funding requirements in their budget request.
- E. Participate as a member of the Project Development Team (PDT), as resources internal to the City of National City permit, focusing its efforts on the development of the Initial Study under CEQA.
- F. The City of National City shall provide review and comment of the Draft Initial Study and the Final environmental document.
- G. The City of National City will issue upon proper application, the encroachment permits required for WORK within the City of National City's right-of-way. Contractors and or agents, and utility owners will not work within the City of National City's right-of-way without an encroachment permit issued in their name. The City of National City will provide encroachment permits to PARTIES, their contractors, consultants, and agents at no cost.

V. Schedule for Preparation of the Initial Study

The detailed tentative schedule has been set forth in "Attachment A" which is attached hereto and incorporated herein by this reference as through fully set forth in length.

VI. GENERAL AGREEMENTS (Modification and Termination)

- A. The City of National City and CALTRANS further agree to take whatever steps they deem necessary, including further agreements or amendments to this agreement, in order to fulfill the purpose of this agreement.
- B. Any inconsistencies identified by one party shall be brought to the other's attention in writing at the earliest opportunity.
- C. Changes deemed necessary by parties will be accomplished by a written amendment or revision to this MOA, prepared by the legal representatives identified at Section VII.
- D. The points of contact of the Agencies participating in this MOA must be informed and provided copies of any modifications or supplements to this MOA.
- E. CALTRANS shall maintain the original MOA and any modifications and/or supplements.

The agencies may terminate their participation in this Agreement upon thirty (30) days written notice served upon the other parties. The party electing to terminate the Agreement shall state in writing its reason for desiring the termination and provide such to the other parties. During the ensuing (30) day period, all parties shall actively attempt to resolve any disagreements so that the termination of this Agreement may be avoided.

VII. Agency Points of Contact for Memorandum of Agreement

CALTRANS Point of Contact:

Nikki Tiongco, Project Manager
CALTRANS District 11
4050 Taylor Street, MS-122
(619) 909-6308

Glenn Mueller, Assistant Chief Counsel
CALTRANS District 11
4050 Taylor Street, MS-130
San Diego, CA 92110
(619) 688-6122

Gustavo Dallarda, District Director
CALTRANS District 11
4050 Taylor Street
San Diego, CA 92110
(619) 688-6668

City of National City Point of Contact:

Roberto Yano
Director of Public Works/City Engineer
City of National City
(619) 336-4380

VIII. Other Provisions

- A. Any activities undertaken by the parties pursuant to this MOA are subject to the availability of appropriated funds and proper authorization under existing and future fiscal law authorities.
- B. If Hazardous Materials (HM) HM-1 or HM-2 is found, the discovering party will immediately notify all other parties.
- C. The City of National City, independent of the project, is responsible for any HM-1 found within the City of National City's right-of-way. The City of National City will undertake, or cause to be undertaken, HM-1 Management with minimum impact to the project schedule.
- D. If HM-1 is found within the project limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. FHWA, in concert with the local agency having land use jurisdiction, will ensure that HM-1 Management is undertaken with minimum impact to project schedule.
- E. Nothing herein is intended to conflict with applicable law or the current directives of any participating Agency. If the terms of this MOA are inconsistent with applicable law or existing directives of either of the parties entering into the MOA, then those portions of the

MOA which are determined to be inconsistent shall be invalid; but the remaining terms and conditions not affected by inconsistency shall remain in full force and effect.

- F. This agreement shall be reviewed by both parties three years after the date of execution for any modifications or additions.
- G. This agreement will expire five years after the date of execution. The parties may mutually agree to extend the date of the agreement prior to its natural expiration date.

IX. Execution of Agreement

A. This agreement is being executed in counterpart originals by these parties by their signature and date:

Gustavo Dallarda
District 11 Director

Roberto Yano
Director of Public Works/City Engineer, City of National City