

(O-83-115)

ORDINANCE NUMBER O- 15881 (New Series)

Adopted on JAN 3 1983

AN ORDINANCE AUTHORIZING THE SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD TO UTILIZE CERTAIN PORTIONS OF THE STREETS OF THE CITY OF SAN DIEGO PURSUANT TO SECTIONS 103.1 AND 105 OF THE SAN DIEGO CITY CHARTER FOR THE PURPOSE OF CONSTRUCTING AND OPERATING A LIGHT RAIL TRANSIT SYSTEM.

WHEREAS, on October 24, 1978 this City Council, by Resolution No. 222092 approved in concept the early implementation of a Light Rail Transit System ("LRT") as proposed by the San Diego Metropolitan Development Board ("MTDB") and approved in concept the alignment for the LRT in the City of San Diego from the Santa Fe Depot at "C" Street and Kettner Boulevard, east to 12th Avenue on "C" Street, then south along 12th Avenue and the San Diego and Arizona Eastern Railway right-of-way to the International Border at San Ysidro; and

WHEREAS, on November 23, 1981, MTDB adopted Resolution No. 81-120 which adopted an eastern light rail transit extension known as the East Urban Line which follows the San Diego & Arizona Eastern (SD&AE) trackway from 13th and Commercial east on Commercial Street to 32nd Street then along the SD&AE right-of-way; and

WHEREAS, the residents of the County of San Diego residing in the areas affected by the proposed East Line Extension of the light rail transit system passed by a majority vote at the Tuesday, November 3, 1981 general election, Proposition C, an

advisory vote that the proposed light rail transit system operate between downtown San Diego and El Cajon via Lemon Grove and La Mesa; and

WHEREAS, Sections 103.1 and 105 of the San Diego City Charter provide, among other things, that The City of San Diego, through its City Council, has the power to provide reasonable terms and conditions under which such transportation facilities may be conducted within the City and that plenary control over the primary and secondary uses of the streets of the City of San Diego are vested in the City and may be granted under such terms and conditions for the use of the public rights-of-way as determined by the City Council; and

WHEREAS, such terms and conditions have been memorialized and agreed to by the governing board of the MTDB by a Memorandum of Understanding which is attached hereto as Enclosure (1) and by this reference made an integral part hereof; NOW, THEREFORE,

BE IT ORDAINED, by the Council of The City of San Diego, as follows:

Section 1. That Ordinance No. O-12626 (New Series), adopted April 9, 1979, and entitled "An Ordinance Authorizing the San Diego Metropolitan Transit Development Board to Utilize Certain Portions of the Streets of the City of San Diego Pursuant to Sections 103.1 and 105 of the San Diego City Charter for the Purpose of Constructing and Operating a Light Rail Transit System," be and the same is hereby revoked and rescinded from operation from and after the effective date of this Ordinance.

Section 2. That pursuant to the provisions of Sections 103.1 and 105 of the San Diego City Charter, the San Diego Metropolitan Development Board be and is hereby authorized to construct and operate a Light Rail Transit System South Line in the City of San Diego from the Santa Fe Depot at "C" Street and Kettner Boulevard, east to 12th Avenue on "C" Street, then south along 12th Avenue and the San Diego and Arizona Eastern Railway right-of-way, to East Beyer Boulevard, south to Bolton Hall, then south along Beyer Boulevard to San Ysidro Boulevard to its terminus near the International Border.

Section 3. That pursuant to the provisions of Section 103.1 and 105 of the San Diego City Charter the San Diego Metropolitan Development Board be and is hereby authorized to construct and operate a Light Rail Transit System East Urban Line in the City of San Diego which follows the San Diego & Arizona Eastern (SD&AE) trackway from 13th and Commercial east on Commercial Street to 32nd Street then along the SD&AE right-of-way to its terminus in the City of El Cajon.

Section 4. That the Memorandum of Understanding dated JAN 3 1983, attached hereto as Enclosure (1), and by this reference made an integral part hereof, is hereby approved, and the City Manager is hereby authorized to execute said Memorandum of Understanding. A copy of which is on file in the Office of the City Clerk as Document No. 00- 15881.

Section 5. This ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: John W. Witt, City Attorney

By C. M. Fitzpatrick
C. M. Fitzpatrick
Senior Chief Deputy

CMF:ps
12/3/82
Or. Dept: E&D
O-83-115

DUPLICATE

This copy must be
returned to City
Clerk, San Diego

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF SAN DIEGO AND
THE METROPOLITAN TRANSIT DEVELOPMENT BOARD

THIS UNDERSTANDING IS HEREBY

MADE AND ENTERED INTO THIS

3rd DAY OF January,
1983, BY AND BETWEEN

THE CITY OF SAN DIEGO, a political
subdivision of the State of
California, 202 "C" Street, San
Diego, California 92101, herein-
after referred to as CITY,

AND

THE SAN DIEGO METROPOLITAN TRANSIT
DEVELOPMENT BOARD, a public agency,
620 "C" Street, San Diego,
California 92101, hereinafter
referred to as MTDB.

WITNESSETH

WHEREAS, MTDB was created January 1, 1976, under Section
120050, et seq., Chapter 2, Division 11 of the California Public
Utilities Code, and was thereby given responsibility for near-
term operational planning, overall staging, construction and
operation of exclusive public mass transit guideways in the area
of San Diego County under its jurisdiction; and

WHEREAS, MTDB has need of and desires to reach an under-
standing with the CITY in carrying out MTDB's responsibilities
for transit guideway construction and operation for the South
Line and East Urban Line; and

DOCUMENT NO. 00-15881
FILED JAN 3 1983
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA
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WHEREAS, CITY and MTDB executed a Memorandum of Understanding on October 24, 1979, which is on file in the office of the City Clerk as Document No. 767335, for the construction and operation of a light rail transit South Line which runs in the public right-of-way from the Santa Fe Depot at "C" Street and Kettner Boulevard, east to 12th Avenue on "C" Street, then south along 12th Avenue and the San Diego and Arizona Eastern Railway right-of-way, to East Beyer Boulevard, south to Bolton Hall, then south along East Beyer Boulevard to San Ysidro Boulevard to its terminus near the International Border; and

WHEREAS, on November 23, 1981, MTDB adopted Resolution No. 81-120 which adopted an eastern light rail transit extension known as the East Urban Line which follows the San Diego & Arizona Eastern (SD&AE) trackway from 13th and Commercial east on Commercial Street to 32nd Street then along the SD&AE right-of-way to its terminus in the City of El Cajon; and

WHEREAS, MTDB has entered into a Cooperative Agreement with CALTRANS to provide all construction management services in accordance with CALTRANS' established design and management procedures; and

WHEREAS, the CITY and MTDB desire to consolidate and adopt one Memorandum of Understanding for the operation and construction of both the South Line and East Urban Line light rail transit guideways;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The CITY and MTDB do hereby revoke and rescind from operation after the effective date of this resolution the Memorandum of Understanding between the CITY and MTDB dated October 24, 1979, which is on file in the office of the City Clerk as Document No. 767335, and all Amendments thereto, and substitute for it this Memorandum of Understanding which is intended to operate as the sole and separate Memorandum of Understanding to govern the operation and construction of both and either the South Line and the East Urban Line light rail transit guideways.
2. MTDB shall install its South Line transit guideway system in the public right-of-way from the Santa Fe Depot at "C" Street and Kettner Boulevard, east to 12th Avenue on "C" Street, then south along 12th Avenue and the San Diego & Arizona Eastern Railway right-of-way, to East Beyer Boulevard, south of Bolton Hall, then south along East Beyer Boulevard to San Ysidro Boulevard to its terminus near the International Border.
3. MTDB shall install its East Urban Line transit guideway system in the public right-of-way from 13th and Commercial, then along Commercial Street to 32nd, then along the San Diego & Arizona Eastern Railway right-of-way to the cities of Lemon Grove, La Mesa and El Cajon. At the request of MTDB, the CITY shall direct and order the removal, relocation or reconstruction of

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all utilities public and private, necessary for the construction and improvement of the system within the CITY public right-of-way.

4. MTDB shall be responsible for all costs directly resulting from any changes to CITY utilities, streets, and/or circulation systems required by installation of the transit system. Such changes may include but shall not be limited to, all work involved in reconstruction or realignment of streets, utilities, drainage, traffic signals, signs, traffic legends, lane markings, street lighting and all work necessary for traffic rerouting.
5. MTDB shall repair and reconstruct and improve, to the satisfaction of the CITY, all streets, curbs, gutters and sidewalks which are damaged or destroyed as a direct result of the construction or operation of the transit guideway system.
6. CITY shall allow modifications to its traffic signal system as requested by MTDB, and as approved by CITY, to facilitate the operation of the transit guideway system. Capital costs resulting directly from any such requested modification shall be the responsibility of MTDB.
7. MTDB shall be responsible for all increased maintenance costs which directly result from installation or maintenance of the guideway system as presently designed or as a result of any future changes in design or operation,

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including, but not limited to, signs, traffic legends, and lane markings.

8. CITY shall, to the extent feasible, control traffic and enforce regulations to keep the transit guideway system clear of non-emergency vehicles during all periods of operation.
9. MTDB shall furnish to the CITY preliminary plans and specifications for CITY review and comment. MTDB shall in good faith respond to all CITY comments. The final working drawings and specifications for that portion of the transit guideway system within the CITY's jurisdiction shall be approved or disapproved by the CITY within 30 days of submittal by MTDB.
10. CALTRANS shall be responsible for all construction management, including inspection, within the Commercial Street area and the necessary work shall be performed in accordance with CITY and CALTRANS standards.
11. CITY reserves the right to perform any inspections it deems necessary and to make a final inspection and acceptance of all facilities to be turned over to CITY.
12. MTDB shall be responsible for all costs of maintaining the street paving in the area between points, a distance of two (2) feet from each outside operating rail, in a condition satisfactory to CITY.
13. MTDB shall consult with the CITY on increased/decreased headways of trains and the impact on traffic and pedestrian movements.

14. MTDB shall, upon the development and availability of suitable technology, eliminate presently required overhead catenary structures to the extent feasible.
15. MTDB shall minimize the removal or relocation of existing utility structures, and shall provide reasonable access to such structures.
16. CITY shall, to the extent feasible, construct and/or reconstruct any utilities, street surfaces, or related structures in a manner which permits at least one trackway of the transit guideway system to remain in service and to limit such activity to no more than three consecutive blocks at any one time.
17. Police, fire, and other vehicles in emergency service shall have pre-emptive right to travel upon the trackway of the transit guideway system and the special needs of emergency services shall be considered during design, construction and operation of the transit guideway system.
18. During the construction of the transit guideway system in the Commercial Street area, no more than two (2) intersections at a time shall be closed within any consecutive six (6) block segment to traffic and pedestrian movement, except as agreed to by CITY and MTDB.
19. CITY and MTDB anticipate that this Memorandum shall, from time to time, be modified. All such modifications, including any increase or decrease in the responsibilities of the parties, shall be incorporated in writing to this

Memorandum. The San Diego City Manager and MTDB General Manager shall have authority to modify this Memorandum, provided the basic concepts may not be modified without prior CITY Council and MTD Board of Directors approval.

20. In the event a mutually acceptable agreement on any modifications hereto or performance hereunder cannot be reached between the San Diego City Manager and the MTDB General Manager, then such unresolved issues shall be referred to the CITY Council and the MTD Board of Directors for resolution.
21. The agreement, approval or consent of the CITY or MTDB, wherever required under this Memorandum, shall mean the agreement, approval or consent of the San Diego City Manager or MTDB General Manager, respectively, unless otherwise specified, without need for further action by the CITY Council or MTD Board of Directors.
22. MTDB, its agents, officers and employees shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person whatsoever, nor for personal injuries to or deaths of them, or any of them, caused by or resulting from any acts or omissions of CITY, its agents, employees, or representatives; CITY further agrees to indemnify and save free and harmless MTDB and its authorized agents, officers and employees against any of the foregoing liabilities and any cost and expense, including reasonable attorneys' fees incurred by MTDB on account of any claim

therefor, including claims by reason of alleged defects in the engineering services, improvement services, or any other work or services done or provided to MTDB by CITY pursuant to this Memorandum; and in the event that a court of competent jurisdiction should determine that the CITY has no authority to provide by agreement the performance of the hereinabove set forth services, CITY nevertheless agrees to assume the foregoing obligations and liabilities by which it is intended by both parties that CITY agrees to indemnify and to hold MTDB harmless from all claims arising by reason of the work done by, or any act or omission of, the CITY or its agents, employees or representatives, in connection with or in performance of the agreed upon services of work provided for in this Memorandum.

23. The CITY, its agents, officers and employees shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person whatsoever, nor for personal injuries to or deaths of them, or any of them, caused by or resulting from any acts or omissions of MTDB, its agents, employees or representatives; MTDB further agrees to indemnify and save free and harmless the CITY and its authorized agents, officers and employees against any of the foregoing liabilities and any cost and expense, including reasonable attorneys' fees, incurred by the CITY on account of any claim therefor, including claims by reason of alleged

defects in the engineering services, improvement services, or any other work or services done or provided to CITY by MTDB pursuant to this Memorandum; and in the event that a court of competent jurisdiction should determine that MTDB has no authority to provide by agreement the performance of the hereinabove set forth services, MTDB nevertheless agrees to assume the foregoing obligations and liabilities by which it is intended by both parties that MTDB agrees to indemnify and to hold CITY harmless from all claims arising by reason of the work done by, or any act or omission of, MTDB, its agents, employees, or representatives in connection with or in performance of the agreed upon services or work provided for in this Memorandum.

24. Any notice required or permitted under this Memorandum may be personally served on the other party, by the party giving notice, or may be served by certified mail, return receipt requested, to the following addresses:

MTDB:

General Manager
San Diego Metropolitan Transit
Development Board
620 "C" Street, Suite 400
San Diego, CA 92101

CITY:


City Manager
Mail Station 9A
City Hall
202 "C" Street
San Diego, CA 92101

25. MTDB shall not be responsible hereunder for any costs incurred by the CITY in connection with the transit guideway system in an amount greater than \$5,000.00, without prior approval by MTDB.


IN WITNESS WHEREOF, the parties hereto have caused this
Memorandum to be signed the month, day, and year below written.

CITY OF SAN DIEGO

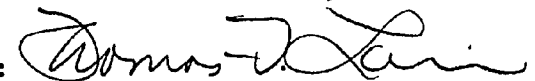
SAN DIEGO METROPOLITAN
TRANSIT DEVELOPMENT BOARD

By: 
ASSISTANT TO THE CITY MANAGER

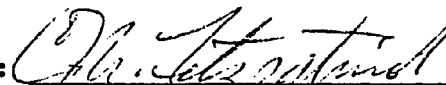
Date: 1/27/83

By: 
Judith Bauer
Chairwoman of the Board

Date: Feb. 24, 1983

By: 
Thomas F. Larwin
General Manager

APPROVED AS TO FORM:

By: 
City Attorney

Date: 1-28-83

By: 
General Counsel

Date: Feb. 24, 1983

Passed and adopted by the Council of The City of San Diego on JAN 3 1983,
by the following vote:

Councilmen	Yeas	Nays	Not Present	Ineligible
Bill Mitchell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bill Cleator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Susan Golding	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
William Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ed Struiksma	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mike Gotch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dick Murphy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uvaldo Martinez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VACANT

AUTHENTICATED BY:

BILL CLEATOR
Deputy Mayor of The City of San Diego, California.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

(Seal)

By June A. Blackwell, Deputy.

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

DEC 13 1982

JAN 3 1983

, and on

~~I FURTHER CERTIFY that said ordinance was read in full prior to its final passage.~~

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California.

(Seal)

By June A. Blackwell, Deputy.

Office of the City Clerk, San Diego, California

Ordinance Number 0-15881 Adopted JAN 3 1983