

<b>REQUEST FOR COUNCIL ACTION</b> CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) n/a
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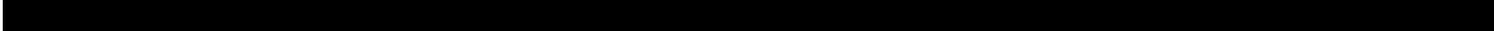
TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Transportation&Storm Water Dept	DATE: 01/04/2013
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SUBJECT: Agreement with SANDAG for Transit Signal Priority Maintenance

PRIMARY CONTACT (NAME, PHONE): Stephen Celniker,619-533-3611/ MS 609	SECONDARY CONTACT (NAME, PHONE): Linda Marabian, 619-533-3082/ MS 609
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**COMPLETE FOR ACCOUNTING PURPOSES**

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$0.00	0.00	0.00	0.00	0.00



FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

**COST SUMMARY (IF APPLICABLE):** With this action, SANDAG agrees to reimburse the City up to \$90,770 annually for staff expenses related to operating and maintaining equipment at traffic signals that provides for transit priority.

**ROUTING AND APPROVALS**

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Equal Opportunity Contracting	ORIG DEPT.	Sturdevan, Kip	3/5/2013
Financial Management	CFO		
Liaison Office	DEPUTY CHIEF		
Environmental Analysis	COO		
Comptroller	CITY ATTORNEY		
	COUNCIL PRESIDENTS OFFICE		

PREPARATION OF:     RESOLUTIONS     ORDINANCE(S)     AGREEMENT(S)     DEED(S)

1. Authorizing the Mayor to enter into an Agreement with the San Diego Association of Governments (SANDAG)

for Transit Signal Priority Treatment Operation and Maintenance.

2. Exempting this action from CEQA pursuant to State CEQA Guidelines, Section 15301(c) which allows for the operation, repair, maintenance or minor alteration of existing public or private structures, facilities, or mechanical equipment involving negligible or no expansion of use.

**STAFF RECOMMENDATIONS:**

Approve the resolutions.

**SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)**

**COUNCIL DISTRICT(S):**

1

**COMMUNITY AREA(S):**

University, La Jolla

**ENVIRONMENTAL IMPACT:**

This activity is exempt from CEQA pursuant to State CEQA Guidelines, Section 15301(c).

**CITY CLERK**

**INSTRUCTIONS:**

Please send copies to Stephen Celniker at MS 609.

**COUNCIL ACTION  
EXECUTIVE SUMMARY SHEET  
CITY OF SAN DIEGO**

DATE: 01/04/2013

ORIGINATING DEPARTMENT: Transportation&Storm Water Dept

SUBJECT: Agreement with SANDAG for Transit Signal Priority Maintenance

COUNCIL DISTRICT(S): 1

CONTACT/PHONE NUMBER: Stephen Celniker/619-533-3611/ MS 609

**DESCRIPTIVE SUMMARY OF ITEM:**

This action enters in to an Agreement with SANDAG for operation and maintenance of traffic signal bus priority equipment. SANDAG will reimburse the City for expenses incurred by City staff providing operational and maintenance support at traffic signals in the north University City area for MTS Routes 201, 202, and 204 (collectively known as the "Super Loop"). Traffic signal bus priority equipment receives optically-transmitted requests for priority timing from buses that are behind schedule. Priority is granted when it can be provided without disrupting the overall operation of the intersection.

**STAFF RECOMMENDATION:**

Approve the resolutions.

**EXECUTIVE SUMMARY OF ITEM BACKGROUND:**

This action authorizes the Mayor to enter into an Agreement with the San Diego Association of Governments (SANDAG) for the operation and maintenance of traffic signal bus priority equipment. SANDAG will reimburse the City for expenses incurred by City staff providing operational and maintenance support at traffic signals in the north University City area for MTS Routes 201, 202, and 204 (collectively known as the "Super Loop"). SANDAG has installed the necessary equipment at 25 traffic signals at their expense under City oversight.

A bus, when behind schedule as determined by GPS tracking equipment mounted on the bus, sends an optical transmission to the traffic signal requesting priority timing. Transit priority measures include extending an existing green light when a bus is approaching near the end of a green interval, and providing an early green light when a bus is approaching a traffic signal displaying a red light. The priority measures are only granted when the bus is behind schedule and the traffic signal controller logic has determined that the priority can be granted without disrupting efficient operation of the intersection.

It is estimated that each signalized intersection may need up 16.5 hours per year of City staff time performing maintenance on the optical receivers and related equipment at traffic signals; as well as approximately three hours per year per intersection of traffic engineer time reporting performance and adjusting timing. These estimates are for staff time above and beyond the normal level of maintenance and traffic engineering support that City staff would ordinarily provide at a signalized intersection.

Studies have shown that traffic signal bus priority measures improve travel time and schedule reliability for buses as intended, without causing negative impacts to general traffic.

**FISCAL CONSIDERATIONS:**

SANDAG agrees to reimburse the City for annual expenses up to \$90,770. This is based on an estimated annual labor cost of \$3,130 per intersection for 25 traffic signals with bus priority and \$1,565 per intersection for eight traffic signals that do not have bus priority but are nearby and may be influenced by the program. The City will submit an annual invoice to SANDAG.

**EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):**

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

**PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):**

This item will be heard at Land Use and Housing Committee prior to Council.

**COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:**

The Super Loop bus project was specifically listed in the TransNet Extension Ordinance that was approved by more than two-thirds of the voters of San Diego County in 2004. SANDAG has done extensive outreach to the community throughout the planning, development, and construction of the Super Loop project.

**KEY STAKEHOLDERS AND PROJECTED IMPACTS:**

Key stakeholders include the San Diego Metropolitan Transit System (MTS) which operates the Super Loop bus routes, Super Loop passengers, and other users of the impacted intersections.

Sturdevan, Kip

Originating Department

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Deputy Chief/Chief Operating Officer

**AGREEMENT  
FOR TRANSIT SIGNAL PRIORITY TREATMENT  
OPERATION AND MAINTENANCE  
BETWEEN SAN DIEGO ASSOCIATION OF GOVERNMENTS  
AND CITY OF SAN DIEGO  
SANDAG CONTRACT NO. 5001819**

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THIS AGREEMENT is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the San Diego Association of Governments (hereinafter referred to as "SANDAG"), a regional government agency, and the City of San Diego (hereinafter referred to as "City"), a municipal corporation, for the purpose of developing consensus between said agencies on transit signal priority (TSP) operation and maintenance for the *SuperLoop* Transit Project (hereinafter referred to as the "Project") in view of the following recitals:

**RECITALS**

WHEREAS, SANDAG is responsible for administration of the local transportation sales tax program in San Diego County as set forth in the *TransNet* Ordinance and constructing certain transit projects funded by the revenues from that ordinance, including the Project; and

WHEREAS, SANDAG is responsible for construction of the Project within the University City community of City and the University of California San Diego (UCSD) campus, with improvements that include bus stations ("Stations") and TSP; and

WHEREAS, San Diego Metropolitan Transit System (MTS), as the Project operator, will be responsible for maintenance checks and replacement for equipment located on the vehicle including those non-TSP elements which may impact proper TSP operations, as well as regular review and update of project schedules as appropriate to support most effective use of TSP, pursuant to Memorandum of Understanding between MTS and SANDAG, SANDAG Contract number 5001229; and

WHEREAS, City is responsible for maintaining control of its traffic controlled intersections including those with TSP devices, which are identified in this Agreement and such devices will collect data including requests received, requests granted, and action performed, that are appropriate to monitoring TSP performance; and

WHEREAS, The California Department of Transportation (Caltrans) is responsible for maintaining control of the traffic controlled intersections associated with on-ramps to Interstate 5 (I-5) which are identified in this Agreement, and operates and maintains the City-owned emergency vehicle priority equipment on these signals with cost reimbursement from the City for such maintenance; and

WHEREAS, SANDAG has entered into an agreement with the University of California San Diego ("UCSD") to operate and maintain *SuperLoop* Stations and TSP equipment located on the UCSD campus, SANDAG Contract number 5001934; and

WHEREAS, the Parties of this Agreement have defined the TSP requirements and made a determination on where TSP will be implemented after this Agreement is fully executed.

## **AGREEMENT**

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

### **ARTICLE I – DEFINITIONS**

1. Parties mean SANDAG and the City, collectively.
2. **Communications System** are systems for exchanging information including two-way radio systems for communications between dispatchers and vehicle operators, cab signaling and train control equipment in rail systems, automatic vehicle locator systems, automated dispatching systems, vehicle guidance systems, telephones, facsimile machines and public address systems.
3. **Transit Signal Priority (TSP)** is an operational strategy that primarily facilitates the movement of transit vehicles (usually those in-service), either buses or streetcars, through traffic-signal controlled intersections. Objectives of TSP include improved schedule adherence and improved transit travel time efficiency while minimizing impacts to normal traffic operations.
4. **Green Extension** occurs when the green light indication at a traffic signal is extended a short period of time (established per intersection) to allow a bus more time to move through the intersection.
5. **Early Green** occurs when a bus arrives on a red light indication at a traffic signal and the appropriate phase is advanced to allow the bus to receive a green light sooner than it otherwise would allow.
6. **Active Transit Signal Priority System** means a system that allows the bus to request special transit priority at a particular traffic signal that processes whether or not the request can be granted given the status of the signal cycle and its configuration.
7. **Emergency Pre-emption System** means the hardware and software comprising a system that provides for the altering of standard traffic signal timings and sequences to safely and efficiently accommodate approaching emergency vehicles in order to reduce response times.
8. **Bus Rapid Transit (BRT)** is a flexible, high performance rapid transit mode that uses buses or special rubber tire-based vehicles operating on pavement, and that combines a variety of physical, operating and system elements into a permanently integrated system with a quality image and unique identity. TSP is intended to improve the quality of BRT.

9. **Rapid Bus** is localized improvements to bus service. It is an intermediate level of improvement between traditional bus service and BRT.
10. **Regional Transit Management System (RTMS)** is the widely deployed transit Automatic Vehicle Location (AVL) tracking, communications, and dispatching system used by San Diego Transit Corporation (SDTC). This system determines the status and schedule adherence of buses and supports TSP.
11. **Regional Arterial Management System (RAMS)** is the central signal management system deployed broadly within the region and utilized by the City of San Diego. This system is capable of collecting data from and monitoring individual signals. RAMS is also sometimes referred to as QuicNet or QuicNet 4+. This system is an important tool in providing reports on the signal components of TSP activity.
12. **Automatic Vehicle Location (AVL)** is a system that senses or calculates, at intervals, the location of transit vehicles. Vehicle location can be used in various applications, including schedule adherence monitoring, operational control and incident management through computer-assisted dispatching, real-time customer information, transit signal priority, etc. Most transit AVL systems now use global positioning system (GPS) to determine vehicle location.
13. **Global Positioning System (GPS)** is a system that uses satellites to transmit signals that enable GPS receivers to determine vehicle location, speed, direction, and time of a vehicle.
14. **TSP Corridor** means a well traveled transit corridor where TSP technology is available to specially equipped buses to allow communications between the transponder on a bus and the traffic signal.
15. **Influence Area Intersection** means an intersection that is not along the selected TSP route but that may be in close enough proximity to be affected by TSP requests.
16. **Priority Request** refers to the electronic message sent from the vehicle to the traffic signal equipment to request Early Green or Green Extension priority treatment.
17. **Phase Selector** is a specific piece of signal equipment which receives and processes Priority Requests and then determines if this request should be forwarded to the traffic controller for TSP action. The Phase Selector is an important component of the overall TSP system as it distinguishes between TSP and emergency preemption requests, and it logs details of the request made which are useful in monitoring.
18. **Traffic Controller** is the computer in the individual signal cabinets which manages the phasing and operations of the traffic signal. For TSP purposes, the traffic controller is the final step in determining if a priority request will generate an extended green or early green action.
19. **Division Director** in terms of this Agreement will mean the Director of Mobility Management and Project Implementation for SANDAG and the Deputy Director of Transportation Engineering Operations for the City, or their duly-appointed designees.

## ARTICLE II – PROJECT DESCRIPTION

The Project provides rapid local circulator bus service in the University City area of City, serving the Westfield UTC transit center, UCSD, and commercial, shopping and residential areas along a 9 mile circular route with bidirectional service. The MTS designations for the *SuperLoop* route are currently Route 201 (counterclockwise), Route 202 (clockwise), and Route 204 (clockwise, east of Genesee Avenue). The transit signal priority measures are being implemented for these routes to provide for peak hour 10-minute headways and offpeak, weekend and holiday 15-minute headways. In September 2010, SANDAG and MTS agreed to an extension of the *SuperLoop* route into the La Jolla Colony area along Regents Road, Arriba Drive, Palmilla Drive, and Lebon Drive (rather than the direct route on Nobel Drive from Regents Road to Lebon Drive). However, at the time of this Agreement, the infrastructure for that route extension is undergoing environmental review, so design and potential additional TSP components to serve the extended route are not currently included in this Agreement. Addition of future TSP components added to *SuperLoop* would be addressed through a future amendment to this Agreement.

The Active TSP System components of the Project will include 12 transit vehicles equipped for TSP and 25 traffic light controlled intersections within the City of San Diego. The following attachments contain additional components related to the Project:

- Attachment A contains a project description and implementation schedule.
- Attachment B contains the intersections for the City where the Active TSP System will be implemented, including those directly part of the Project and those within the Project's influence area.
- Attachment C contains a map of the *SuperLoop* bus route and the location of traffic priority equipment to be installed as part of the Project

Deployment of the Active TSP System will generally involve a seven step process:

1. Bus Tracking/Regional Scheduling – Bus schedules are updated and refined over time by transit operations and operational schedules are loaded into the bus tracking system.
2. Vehicle (Bus) Tracking/Computer Aided Dispatch – The RTMS allows a transit dispatch center to monitor bus operations and operational issues in the field. The level at which a bus is considered late can be adjusted at this system. Information is loaded from this system to buses every morning before they leave the bus maintenance yard.
3. Global Position System (GPS) – A navigation and tracking system is installed on each bus operated on the Project route that allows the TSP device on the bus to determine the location of the bus every few seconds.
4. Vehicle (Bus) Tracking of Schedule and Priority Request – The bus uses on-board computers to compare its actual location (from GPS data) with where it should be along the route at that point in the schedule. It then determines if it has meet a TSP pre-configured threshold and can then "request" transit signal priority.

5. Communications with the Traffic Signal – The bus communicates the “request” for priority to the traffic signal controller. The method of communication varies by system, but can involve infrared, optical, radio frequency, or audible communications.
6. Traffic Signal Decision – The traffic signal controller receives the request and then determines whether or not it can be granted and if so, how it should be granted. This decision is controlled by the signal controller firmware and settings jointly configured by the involved Parties in advance.
7. Signal Control Monitoring – Traffic engineers can monitor the TSP activities (requests and grants) either at the traffic signal controller or remotely.

### **ARTICLE III – FUNCTIONS**

This Agreement has been agreed to by the Parties in order to efficiently provide TSP and Roadway Improvements for the Project through the following major functional areas:

#### **A. TSP Corridors and Intersections**

##### *1. TSP Corridors and Intersections*

Transit priority corridors included in this Agreement are those necessary for the Project where a transit parameters/priority plan has been mutually adopted and implemented by Parties to this Agreement. The Project description and TSP corridors are specified in Attachment A, the intersections are specified in Attachment B, and the Project route is specified in Attachment C.

##### *2. Influence Area Intersections*

There are some signalized intersections not included in the Project-specified TSP corridor but within an influence area of the TSP corridor. The signalized intersections within the influence area are listed in Attachment B. These intersections may not be configured for TSP and may possibly need to be reconfigured to ensure the Priority Requests will not trigger Emergency Pre-emption when the buses transmit a low frequency request to TSP corridor signals.

##### *3. Adding Corridors and/or Intersections*

Additional corridors and/or intersections may be added to this Agreement or current corridors amended by mutual agreement of the Parties by making written changes to the relevant Attachment(s). Prior to the implementation of the new intersections or corridors, the Party adding the intersections should submit a request of its intention to the other Parties to this Agreement for review and comment. The parties shall take action to respond to the request within 30 days unless otherwise agreed to by the affected Parties.

#### **B. Monitoring, Management and Maintenance**

##### *1. Maintenance and Management*

- a. The City will be responsible for all maintenance checks as the manufacturer recommends and replacement of equipment located at the intersection including non-TSP elements that may impact proper TSP operations. Intersection traffic signal control equipment, including the signal side Opticom Priority Equipment, will be maintained and managed by the City if it is normally responsible for that intersection. This includes on-going equipment maintenance and replacement when it is necessary to ensure the equipment functions as anticipated by the overall management plan.
- b. The City will be responsible for coordinating with Caltrans to provide TSP equipment maintenance on the Caltrans controlled signals, in a manner comparable to the maintenance performed by Caltrans on City-owned emergency preemption equipment at these signals.
- c. During regular maintenance and performance checks of intersections, the City will be responsible for ensuring that the TSP configurations are re-entered or maintained. The City is responsible for carrying out the standard performance checklist for TSP intersections as set forth in Attachment D on a quarterly basis.
- d. The City will be responsible for maintaining copies of the TSP configurations in the controller cabinets where the intersection signal timing sheets are kept. These configurations will be jointly developed and input into the TSP intersections as part of the initial deployment in a cooperative effort between the City and SANDAG.
- e. City will be responsible for follow-up maintenance checks for specific locations where problems have been identified by SANDAG within 5 working days.

## 2. *Monitoring*

- a. SANDAG will be responsible for the overall monitoring of TSP performance and operation and for notifying the City when problems are identified, as well as management of on-going funds and agreements.
- b. City will provide SANDAG with the following data from the signal equipment and systems through one of the options noted below:
  - RAMS Emergency Vehicle Preemption Report (low priority & high priority request) – This report should be provided at a minimum of monthly intervals for all TSP intersections in the corridor. It details each TSP request received by the traffic controller by intersection, date, time, level of priority, etc. The report should be provided electronically in a format allowing further processing and comparison.
    - Option: It is anticipated that reporting improvements will be made to RAMS that make this report available centrally through RAMS without the need for the City to “run” the reports and send the electronically to SANDAG. This option is acceptable in lieu of the more manual process.
  - Phase Selector or RAMS EVP Device Report (low priority/high priority) – TSP intersections also include data at the Phase Selector which keeps a log of all TSP and emergency preemption requests. This log is accessible by accessing the Phase Selector directly without interacting or interfering with the traffic controller in any way. This log is useful for more detailed analysis of TSP operations and effectiveness, particularly when compared with data from RTMS. It

provides additional data not available through other reports on the specific duration of requests, intensity of signals, cancellation of requests, and requests passed through to the traffic controller. Once the initial TSP implementation is in place and operational, this data is expected to be collected once every 3 months. For TSP enabled intersections, the City will either download this data from the Phase Selectors and provide the electronic files to SANDAG or provide appropriate access so that the logs may be downloaded.

- Option: It is anticipated that reporting improvements will be made to RAMS that will make this data available without the need to access individual intersection cabinets. Each phase selector would be setup as an EVP device in RAMS and the log data would be centrally stored in the RAMS database and made available through one or more reports. Once such improvements are in place, the City can make these reports available to SANDAG either directly through electronic means or through a central reporting resource.
- Phase Selector Opticom Equipment Diagnostics Report – When collecting Phase Selector data or performing regular maintenance checks, the City will run the available Phase Selector diagnostic check. This check confirms that the priority request receivers, cabling, and phase selector are operating properly. This data can be downloaded either to field laptop from individual intersections. The City will provide a summary of known or reported TSP equipment failures to SANDAG. This can be done by either providing the downloaded files or by creating a separate summary list.

c. There may be occasions when particular issues arise that are not consistent with the reporting schedule above. The unplanned events are anticipated to occur at a rate of 1 (one) per year for every 2 (two) TSP enabled intersections. During these unplanned events, the City will provide the above noted reports for the identified problem locations within ten working days notice. Alternatively, the City may provide access or oversight for SANDAG download of Phase Selector data and diagnostics reports by SANDAG.

d. SANDAG will produce a quarterly report to the City that summarizes the performance efficiency, problems, or issues related to the TSP corridors. SANDAG will also be permitted read-only access to obtain data from QuicNet and RTMS reports data to investigate any problematic locations reported. SANDAG will identify any issues and provide the necessary information to the City on any problematic locations in support of meeting TSP goals for the project. SANDAG will provide an update on the status of the Regional TSP systems for annual public review.

### **C. Review and Introduction of New Timing Plans**

1. It is the intention of all Parties to cooperatively implement traffic management strategies for transit priority corridors which encourage efficient movement of people. City may modify or change timing plans which do not affect TSP operations. New and adjusted timing plans for intersections included in the Project and listed in Attachment B which will impact TSP operations or efficiency, will be submitted to all parties for a 14 day review prior to implementation.

2. For special events, construction, street maintenance or emergencies, City may modify timing plans without prior approval of SANDAG. The TSP settings and parameters for the affected

intersections should be re-entered into the timing plans within two weeks at the conclusion of the event.

3. Any changes to signal timing parameters including TSP settings will only be implemented by City staff.

#### **D. Emergency Pre-emption**

The TSP system installed at each of the intersections to provide priority for transit vehicles also has the capability of providing emergency vehicle pre-emption. City may use the Emergency Pre-emption System capabilities of the TSP system to provide emergency vehicle pre-emption. The Emergency Pre-emption settings and operations are the sole responsibility of the City. If Emergency Pre-emption System changes are made, the TSP settings and parameters will be maintained unless otherwise agreed by all parties.

### **ARTICLE IV – MEETINGS, AGREEMENT MODIFICATIONS, & CONFLICT RESOLUTION**

#### **Addition or Removal of Other Parties**

Other jurisdictions or transit operators can be added or removed to this Agreement. An amendment to this Agreement must be made and agreed upon by all Parties involved in order to add additional Parties.

#### **Scheduled Meetings**

The Parties to this Agreement will meet once a quarter to review the monitoring reports produced by SANDAG and discuss the status and any potential changes to the TSP systems. According to the preference of the Parties involved, the quarterly meetings could be conducted as a conference call. An additional annual meeting should be held to review and establish annual budgets and annual funding commitments for the coming year before the annual meeting with the SANDAG Transportation Committee.

#### **Conflict Resolution**

In the event of a conflict between the Parties, any Party may initiate the conflict resolution process as follows:

- a. The Parties are to submit a memo to all other Parties documenting the reasons and supporting evidence for the conflict or changes to any part of this TSP Agreement. After any additional information required has been collected, the Parties to this Agreement will meet to discuss the issues and possible solutions in attempting to reach a consensus.
- b. If no mutual consensus can be reached by the Parties involved, the reasons and supporting evidence for the conflict may be presented to the appropriate Division Directors of each Party in order to reach a resolution. Should the appropriate Division Directors of each Party approve the requested TSP changes, the Parties involved will be granted permission to implement the proposed changes.

- c. In the event that the Parties involved cannot agree on a resolution to the conflict at Division Director levels, then the Parties agree to abide by the approval or denial of the requested TSP changes at the Executive Director level.

## **Termination**

Any Party may terminate and leave this Agreement at any time by serving written notice to the other Parties involved. The period of time between the date of receipt of the termination notice and the effective date of termination shall not be less than 90 days. All funding to the Party that initiated the termination shall be halted on the effective date of termination.

## **ARTICLE V – FUNDING**

1. SANDAG agrees to provide funds for ongoing TSP operations (including monitoring) and maintenance to City based on the following formula (worksheet contained in Attachment E):  
Number of TSP enabled intersections x \$3,130 per year + Number of Influence Area Intersections x \$1,565 per year.
2. At Caltrans controlled intersections, SANDAG agrees to provide funds to reimburse City for the City's actual cost of ongoing TSP operations and maintenance within the Project, not to exceed  
Number of TSP enabled intersections x \$3,130 per year + Number of Influence Area Intersections x \$1,565 per year.
3. The Parties should evaluate and review the fees within the formulas at the quarterly meetings to determine any potential cost increases that may have occurred due to economic inflation, equipment replacement, vendor contract changes, etc., but SANDAG shall not be required to provide additional funding without written amendment to this Agreement.
4. All payments to City will be made by SANDAG on an annual basis for actual City costs incurred. It is the responsibility of the City to submit an invoice for payment to SANDAG detailing all costs incurred by the City based on the cost breakdown in Attachment E. City may request separate billings for separate work elements.

## **ARTICLE VI – PERFORMANCE EVALUATION**

- A. SANDAG Agrees:
  1. To review and comment on service monitoring reports prepared by City in accordance with:
    - a. Criteria (to be developed in cooperation with City)
    - b. Procedures (to be developed in cooperation with City)
    - c. Scheduling (to be developed in cooperation with City)
  2. To at least annually have a traffic engineer review and observe the TSP corridor traffic flow.

B. City Agrees:

3. To at least monthly provide the number of TSP requests/grants by time of day and direction.
4. To maintain logs in the controller cabinets documenting the quarterly TSP equipment maintenance and all signal timing plan changes.

**ARTICLE VII - OVERALL STATEMENTS AND MUTUAL UNDERSTANDING**

The Parties mutually agree that:

1. The implementation, proper operation, and monitoring of TSP is critical to meeting regional transportation goals and the inclusion of BRT and Rapid Bus service objectives; and
2. The Parties recognize the mutual benefits of improving transit system performance through TSP without significantly impacting traffic circulation or preemption functions for public safety; and
3. The Parties recognize that the system components at the affected traffic intersections will support both TSP and emergency pre-emption functionality; however all settings, primary equipment, and supporting equipment for emergency pre-emption functionality is the exclusive responsibility of the entity that owns the intersection; and
4. The Parties agree that TSP monitoring and reporting is a critical component of the success of this Project, and
5. It is the intent of the Parties involved to work cooperatively to continue to improve regional traffic management and transit priority systems in the San Diego region, and
6. The implementation, proper operation, and monitoring of transit signal priority is critical to meeting the regional goals for BRT and rapid bus service objectives
7. The mutual benefits of improving transit system performance through TSP should be carried out without significantly impacting traffic circulation
8. City shall maintain control of the intersections that are identified in this Agreement and will collect data appropriate to monitoring TSP performance.
9. Neither SANDAG nor City nor any officer, director, or representative thereof is or shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party under or in connection with any work, authority or jurisdiction delegated to any other Party under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, each Party to this Agreement shall fully defend, indemnify and save harmless all other parties, including all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by any Party under or in connection with any work, authority or jurisdiction delegated to any Party under this Agreement.

10. All obligations of SANDAG under the terms of this Agreement are subject to the appropriation of the required resources by SANDAG and the approval of the SANDAG Board of Directors.

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

For SANDAG  
401 B Street, Suite 800  
San Diego, CA 92101  
Attn: Gary Gallegos

For City of San Diego  
202 C Street  
San Diego, CA 92101  
Attn:  
Director of Transportation  
and Stormwater Department

12. That unless it is amended by the Parties in writing, this Agreement is effective for 10 years upon execution by all parties but subject to termination upon a minimum of a 90 days written notice by any Party and automatically upon termination of legislative or administrative authorization of the Program by any state or federal government agency.

13. The indemnification provisions of this Agreement shall survive termination of the Agreement.

14. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.

15. All terms, conditions, and provisions hereof shall inure to and shall bind each of the Parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

16. For purposes of this Agreement, the relationship of the Parties is that of independent entities and not as agents of each other or as joint venturers or partners. The Parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.

17. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

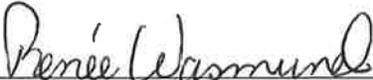
18. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third Parties to this Agreement or affect the legal liability of the Parties to this Agreement to third Parties.

19. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each Party has signed one such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the day and year first above written.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

CITY OF SAN DIEGO

*for*   
GARY L. GALLEGOS  
Executive Director

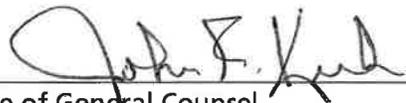
BY: \_\_\_\_\_

Date: 12/20/12

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM

  
Office of General Counsel

City Attorney

Date: 12.18.12

Date: \_\_\_\_\_

# Attachment A

# **Project Description**

The *SuperLoop* Transit Project is a circulator transit route providing frequent, higher speed transit service and uniquely branded transit stations and vehicle amenities within the North University City area of San Diego. The complete system is expected to begin in 2011.

Interim service of *SuperLoop* began on June 15, 2009. Routes 201 and 202 loop clockwise and counter clockwise, stopping at 11 stations and connect with other MTS and NCTD services at the UTC Transit Center. Starting September 5, 2010, the *SuperLoop* expanded service to La Jolla Colony. Starting in June 2012, Route 204 began service clockwise, east of Genesee Avenue. *SuperLoop* routes operate seven days a week from 5:45 a.m. until 10 p.m. Buses run every 10-minutes during peak commute hours and every 15-minutes at other times. The one-way fare is \$2.25. An all-day pass with unlimited transfers is \$5. A Compass Card with a Regional, Premium, or COASTER pass is accepted. UCSD students with I.D. and a bus zone sticker ride for free.

*SuperLoop* connects activity centers around the North University City / Golden Triangle area including:

- Westfield UTC Shopping Center
- La Jolla Village Square / La Jolla Village Center
- University of California, San Diego (UCSD)
- Executive Drive / Genesee Avenue office clusters
- Nobel Park (library, park, and research facilities)

Timing:

- Vehicles were delivered in spring 2009.
- Interim service began on June 15, 2009.
- Construction of the *SuperLoop* began in summer 2011.
- Start of the full *SuperLoop* operation with TSP is targeted for winter 2012.

The *SuperLoop* project is funded by the *TransNet* local sales tax measure extended by over 67 percent of the region's voters in November 2004. Implementation is made possible through participation of the City of San Diego, MTS, Caltrans, and UCSD.

# **Attachment B**

## **SuperLoop: TSP Intersection List**

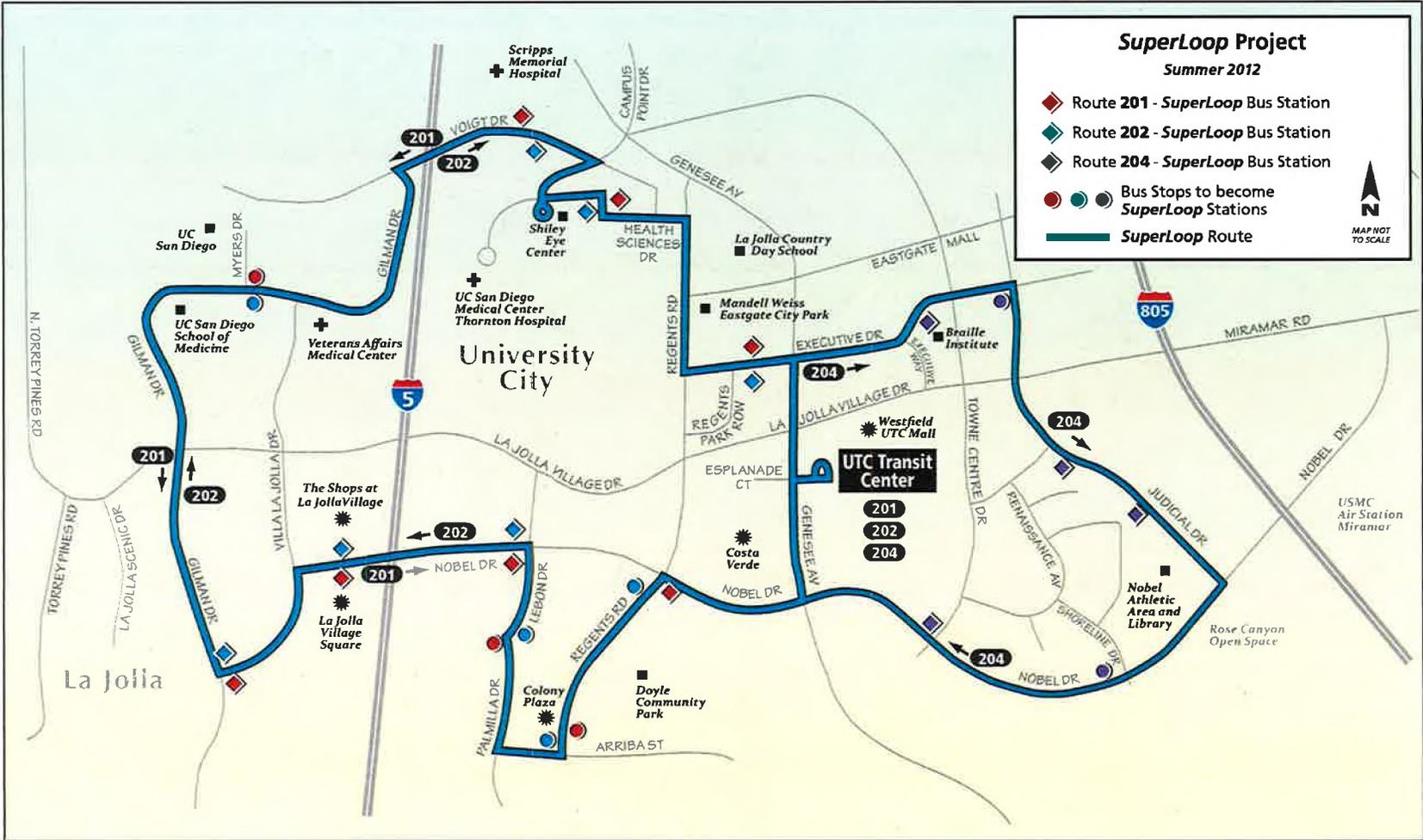
1. Nobel Drive at Judicial Drive
2. Nobel Drive at Shoreline Drive
3. Nobel Drive at Towne Centre Drive/ Avenida La Bahia
4. Nobel Drive at Genesee Avenue
5. Nobel Drive at Cost Verde/ Cargill Avenue
6. Nobel Drive at Regents Road
7. Nobel Drive at Lebon Drive
8. Nobel Drive at Caminito Plaza Centro
9. Nobel Drive at I-5 NB Off-ramp\*
10. Nobel Drive at I-5 SB On-ramp\*
11. Nobel Drive at La Jolla Village Square Driveway
12. Nobel Drive at La Jolla Village Drive
13. Villa La Jolla Drive at La Jolla Village Square Center Driveway
14. Villa La Jolla Drive at Via Mallorca
15. Gilman Drive at Villa La Jolla Drive
16. Gilman Drive at La Jolla Village Drive
17. Regents Road at Eastgate Mall
18. Executive Drive at Regents Road
19. Executive Drive at Regents Park Row
20. Executive Drive at Genesee Avenue
21. Executive Drive at Executive Way
22. Executive Drive at Towne Centre Drive
23. Judicial Drive at Golden Haven Drive/ Brook Lane
24. Judicial Drive at Sydney Court
25. Judicial Drive at Research Place

## **SuperLoop: Influence Area Intersections**

1. Nobel Drive at I-805 SB On-ramp\*
2. Nobel Drive at I-805 NB On-ramp\*
3. Genesee Avenue at Eastgate Mall
4. Nobel Drive at Decoro Drive
5. Regents Road at La Jolla Village Drive
6. Gilman Drive at Via Alicante Drive
7. Lebon Drive at University Center
8. Regents Road and Plaza De Palmas

\* Indicates that these signals are under the jurisdiction of Caltrans

# Attachment C



# **Attachment D**

## **QUARTERLY STANDARD PERFORMANCE CHECKLIST FOR TSP INTERSECTIONS**

- Perform all standard intersection checks normally performed by the City whether or not a TSP device is installed
- Connect and download phase selector card data (configurations and stored data) to the field technician laptop or similar download through remote connection
- Check all phase selector card, connections, wiring, and optical receivers to ensure proper operation (as per manufacturer recommendations/guidelines)
- Clean optical receivers
- Check controller firmware/timing plan configuration to ensure TSP parameters are in place and correct

# **Attachment E**

City of San Diego

Estimate of City's direct cost for traffic signal Operations and Maintenance due to TSP program:

Position	Services	Approximate hours per year (per intersection)	Hourly cost estimate	Annual estimate (per intersection)
Lead traffic signal technician	Maintenance	5	\$120	\$600
Second traffic signal technician	Maintenance	5	\$85	\$425
Support vehicle/ high ranger	Maintenance	6.5	\$250	\$1,625
Traffic Engineer	Reporting, review, refine signal timing	3	\$160	\$480
<b>TOTAL</b>				<b>\$3,130</b>

Annual estimate per "TSP" intersection: \$3,130

Annual estimate per "Influence" intersection (50%): \$1,565.00

Number of TSP intersections: 25

Number of Influence intersections: 8

Annual estimate for TSP intersections: \$78,250

Annual estimate for influence intersections: \$12,520

**TOTAL ESTIMATE: \$90,770**

DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGO  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**

DATE:  
March 11, 2013

SUBJECT: Agreement with SANDAG for Transit Signal Priority Maintenance

**GENERAL CONTRACT INFORMATION**

Recommended Consultant: San Diego Association of Governments (SANDAG)

**Amount of this Action:** \$ 90,770.

Funding Source: SANDAG

Goal: N/A

**SUBCONTRACTOR PARTICIPATION**

There is no subcontractor participation associated with this action. All work to be conducted with by City workforce staff.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

This agreement with SANDAG , a Non-Profit organization, therefore exempt from Workforce Report analysis.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and the City's Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

**ADDITIONAL COMMENTS**

RW

Notice of Determination

014193

Form C

To: [X] Office of Planning and Research
PO Box 3044, 1400 Tenth Street, Room 212
Sacramento, CA 95812-3044
[X] County Clerk
County of San Diego
1600 Pacific Highway
San Diego, CA 92101

From: (Public Agency) SANDAG
401 B Street, Suite 800
San Diego, CA 92101
(Address)

FILED IN THE OFFICE OF THE COUNTY CLERK
San Diego County on AUG 03 2007
Posted AUG 03 2007 Removed SEP 04 2007
Returned to agency on SEP 04 2007
Deputy A. Consul

Subject:

Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

Super Loop Transit Project

Project Title

2007031104 Rob Rundle (619) 699-6949
State Clearinghouse Number Lead Agency Area Code/Telephone/Extension
(If submitted to Clearinghouse) Contact Person

The project is located in the University City community of the City of San Diego.

Project Location (include county)

Project Description:

The Super Loop Transit Project is a new bus circulator route providing frequent, higher-speed service with state-of-the-art vehicles and upgraded transit stop amenities. The bi-directional transit route is an 8-mile loop with 15 transit stations.

This is to advise that the SANDAG has approved the above described project on July 20, 2007 and has made the following determinations regarding the above described project:
[Lead Agency] [Responsible Agency]

- 1. The project [ ] will [X] will not have a significant effect on the environment.
2. [ ] An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
[X] A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [ ] were [X] were not made a condition of the approval of the project.
4. A statement of Overriding Considerations [ ] was [X] was not adopted for this project.
5. Findings [ ] were [X] were not made pursuant to the provisions of CEQA.

FILED
Gregory J. Smith, Recorder/County Clerk

AUG 03 2007

BY A. Consul DEPUTY

This is to certify that the final EIR with comments and responses and record of project approval is available to the General Public at:
Negative Declaration is available at SANDAG, 401 B Street, San Diego, CA 92101

Rob Rundle August 3, 2007 Principal Planner
Signature (Public Agency) Date Title

Date received for filing at OPR:

January 2004