



1255 Imperial Avenue, Suite 1000
 San Diego, CA 92101-7490
 619.231.1466 FAX 619.234.3407

Agenda

MEETING OF THE METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 27, 2011

9:00 a.m.

James R. Mills Building
 Board Meeting Room, 10th Floor
 1255 Imperial Avenue, San Diego

This information will be made available in alternative formats upon request. To request an agenda in an alternative format, please call the Clerk of the Board at least five working days prior to the meeting to ensure availability. Assistive Listening Devices (ALDs) are available from the Clerk of the Board/Assistant Clerk of the Board prior to the meeting and are to be returned at the end of the meeting.

ACTION RECOMMENDED

1. Roll Call
2. Approval of Minutes - October 13, 2011 Approve
3. Public Comments - Limited to five speakers with three minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.

CONSENT ITEMS

6. Addendum to Master MOU with SANDAG - Cooperative Work Efforts, Project Development, and Implementation of Capital Projects Approve
 Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G0930.17-04 to the Master Memorandum of Understanding (MOU) with the San Diego Association of Governments (SANDAG) for cooperative work efforts, project development, and implementation of capital projects.
7. Exercise Option Years for Light Rail Vehicle Vandalism and Accident Repair Services - Contract Amendment Approve
 Action would authorize the CEO to execute MTS Doc. No. L0884.1-09 with Carlos Guzman, Inc. for light rail vehicle (LRV) accident and vandalism repair services.

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • www.sdmts.com

Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations), and San Diego Vintage Trolley, Inc., a 501(c)(3) nonprofit corporation, in cooperation with Chula Vista Transit. MTS is the taxicab administrator for seven cities. MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.



CONSENT ITEMS - CONTINUED

- | | | |
|------|---|--------------------|
| 8. | <u>Amendment to the Joint Exercise of Powers Agreement of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency</u> Action would authorize the CEO to execute an amendment to the Joint Powers Agreement of the LOSSAN to add the Riverside County Transportation Commission as a nonvoting, ex officio member. | Approve |
| | | |
| 9. | <u>Federal Legislative Representation</u> Action would: (1) ratify the CEO's approval of Amendment No. 1 to Task Order No. 5 of the San Diego Association of Governments' (SANDAG's) contract with Blank Rome Government Relations, LLP; and (2) authorize the CEO to execute Amendment No. 2 to Task Order 5 of SANDAG's contract with Blank Rome Government Relations, LLP effective November 1, 2011. | Ratify/ Approve |

CLOSED SESSION

24. None.

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

- | | | |
|------|---|--------------------|
| 30. | <u>Semiannual Uniform Report of Disadvantaged Business Enterprise Awards or Commitments and Payments (Karen Landers)</u> Action would receive a report on Disadvantaged Business Enterprise (DBE) Awards or Commitments and Payments and ongoing review of the MTS DBE Program. | Possible Action |
| | | |
| 31. | <u>Establish MTS Police Force for the Purpose of Appointing a Chief of Police (Karen Landers)</u> Action would: (1) approve Resolution No. 11-16 establishing a police force pursuant to Public Utilities Code section 120550 and Penal Code section 830.33(c); and (2) authorize the appointment of an MTS Chief of Police. | Approve |

REPORT ITEMS

- | | | |
|------|---|-------------|
| 45. | <u>Semiannual Security Report (January through June 2011) (Bill Burke)</u> Action would receive a report for information. | Receive |
| | | |
| 60. | <u>Chairman's Report</u> | Information |
| | | |
| 61. | <u>Audit Oversight Committee Chairman's Report</u> | Information |
| | | |
| 62. | <u>Chief Executive Officer's Report</u> | Information |
| | | |
| 63. | <u>Board Member Communications</u> | |
| | | |
| 64. | <u>Additional Public Comments Not on the Agenda</u> If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments. | |
| | | |
| 65. | <u>Next Meeting Date:</u> November 10, 2011 | |
| | | |
| 66. | <u>Adjournment</u> | |

MEETING OF THE BOARD OF DIRECTORS FOR THE
METROPOLITAN TRANSIT SYSTEM (MTS)
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

October 13, 2011

1. Roll Call

Chairman Mathis called the Board meeting to order at 9:05 a.m. A roll call sheet listing Board member attendance is attached.

2. Approval of Minutes

Ms. Emerald moved to approve the minutes of the September 15, 2011, MTS Board of Directors meeting. Mr. McClellan seconded the motion, and the vote was 9 to 0 in favor.

3. Public Comments

Susan Lesch – Ms. Lesch a rider from Clairemont, requested the Board to limit cell phone use on transit. She stated that while traveling in Minneapolis on the LRT, there was an announcement to limit cell phone use and the buses had posters.

Rhonda Ciardetti – Ms. Ciardetti is a resident of the City La Mesa who requested the Board to find funds to reduce the noise on the Orange and Green Line along Water Street and Severin Drive in the La Mesa area. She provided a CD along with a stack of documents consisting of area maps, trolley map and a noise element study in 1989.

John Herms – Mr. Herms stated his support for Ms. Ciardetti's comments.

Marco Polo Cortez – Mr. Cortez representing Eco-Pedicabs which started in San Ysidro nine months ago, made a request to have access to MTS facilities.

CONSENT ITEMS:

6. Adoption of 2012 MTS Executive Committee and Board of Directors Meeting Schedule

Action would adopt the 2012 Executive Committee and Board of Directors meeting schedule.

7. Light Rail Vehicle (LRV) Anti-Graffiti Window Film Contract Award

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1025.0-11 with NMS Management, Inc. to supply and install anti-graffiti window film on 128 light rail vehicles (LRVs), for a two-year base period with three 1-year options, and execute each contractual option year at the CEO's discretion.

Mr. McClellan asked what kind of experience has there been with scratches on the windows and the history of the effectiveness of the product. Mr. Jablonski stated that it is very effective, there

are a lot of graffiti etching on the glass windows on the trolley, rather than replacing the glass which is very costly, just peel off a layer of film. He stated that there are three layers of film.

8. Increased Authorization for Legal Services

Action would authorize CEO to execute MTS Doc. No. G1078.0-07 with Ryan, Mercaldo & Worthington, LLP for legal services and ratify prior amendments entered into under the CEO's authority.

9. Investment Report - August 2011

Action would receive a report for information.

10. MTS Job Order Contract for Track Replacement at 10th Avenue & C Street in Downtown San Diego

Action would authorize the CEO to execute Job Order Contract (JOC) MTSJOC1582-01 with Herzog Contracting Corporation to perform work under MTS Doc. No. PWL134.0-12 for track replacement at 10th and C Street.

11. Increased Authorization for Legal Services - Liebman, Quigley, Shepphard & Soulema, APC

Action would authorize the CEO to execute MTS Doc. No. G1087.12-07 with Liebman, Quigley, Shepphard & Soulema, APC for legal services and ratify prior amendments entered into under the CEO's authority.

12. Unallocated Transportation Development Act (TDA) Funds for Transit-Related Projects

Action would approve the use of \$350,887.22 in unallocated TDA funds currently held by the County of San Diego (County) for transit-related expenses for the City of El Cajon.

13. Appointment of Sheriff Representative to Taxicab Advisory Committee

Action would authorize the appointment of a representative from the Sheriff's Licensing Division as an ex officio member of the Taxicab Advisory Committee.

Action on Recommended Consent Items

Ms. Emerald moved to approve Consent Agenda Item Nos. 6, 7, 8, 9, 10, 11, 12, and 13. Mr. Castaneda seconded the motion, and the vote was 11 to 0 in favor.

CLOSED SESSION:

The Board convened to Closed Session at 9:13 a.m.

- 24 a. CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.8; Properties: Encanto/62nd Street Trolley Station, San Diego, California (Assessor Parcel Nos. 549-071-18,

21, 38, and 39); Agency Negotiators: Karen Landers, General Counsel; Tim Allison, Manager of Real Estate Assets; and Paul Jablonski, Chief Executive Officer; Negotiating Parties: AMCAL Multi-Housing, Inc.; Under Negotiation: Price and Terms of Payment

The Board reconvened to Open Session at 9:23 a.m.
Oral Report of Final Actions Taken in Closed Session

a. Karen Landers reported the following:

The Board authorized staff to execute an Exclusive Negotiation Agreement with AMCAL Multi-Housing Inc. regarding property in Encanto at 62nd Street and Akins Avenue. The vote was 14-0 in favor, with Council Member Minto absent.

NOTICED PUBLIC HEARINGS:

25. None.

DISCUSSION ITEMS:

30. None.

REPORT ITEMS:

45. 2011 Comic-Con Post Event Summary (Tom Doogan and Brian Riley)

Wayne Terry, Chief Operating Officer, introduced Brian Riley, Assistant Superintendent of Transportation who will be assisting Tom Doogan with the presentation. Mr. Doogan, Special Events Coordinator, provided a Power Point presentation of the highlights of the Comic-Con event. He stated that MTS joined in on the festivities, which included installing special station decorations and signage, press coverage, interactive features, and LRV wraps related to Comic Con. He stated that the Gaslamp Quarter Station was transformed into a 2-dimensional Comic Book vortex. MTS sold 61,343 tickets with a revenue total of \$345,308.

Brian Riley, Assistant Superintendent of Transportation, provided a brief over view of the construction reconfiguration needed to accommodate Comic Con.

Mr. Doogan went over the list of lessons learned and added that the current platform upgrade project will be able to provide relief for upcoming events.

Mr. Young thanked staff and asked if the signage drew additional ridership. Mr. Doogan stated that he is not in the position to quantify any additional ridership. He stated that MTS benefited with a sense of goodwill throughout the community and that riders are still talking about the previous years. We have set the bar and riders are expecting something new and special for the upcoming events.

Mr. Jablonski stated that when there is a major event, to enhance ridership, MTS contacts the media and arranges for public service announcements on the operation of special services to attract media attention. Special features like those installed at the Gaslamp increase media exposure.

Mr. Young stated that to encourage ridership, MTS should be more interesting, customer friendly and provide a positive experience.

Mr. Young asked which Convention Center events are more conducive to increase ridership. Mr. Doogan replied that events open to the community and general public, like the auto show.

Mr. Mathis stated that the PR value of giving MTS a personality is tremendous.

Mr. Gloria asked about the cost of the temporary improvements to the Gaslamp Quarter Station and asked if it was covered by MTS. Mr. Jablonski said yes, and added that the cost was minimal, and within budget. Mr. Gloria echoed Mr. Young's comments.

Action Taken

Mr. McClellan moved to receive the report for information. Mr. Minto seconded the motion, and the vote was 15 to 0 in favor.

46. Annual Service Performance Monitoring Report (Devin Braun)

Mr. Mathis mentioned and congratulated Devin Braun for being on the cover of Mass Transit as the member of the "Top 40 under 40." He was recognized for the innovations of the GOMTS texting. He stated that this recognition is very significant and prestigious.

Mr. Braun, Senior Transportation Planner provided a Power Point presentation on the report of annual service performance monitoring according to Board Policy 42. He stated that there are two categories of performance measures, Customer Focused/Competitive and Sustainability. He reported on the statistical highlights of the categories of performance measures which included total passengers, average weekday passengers, passengers per revenue per hour, passengers per in-service hour, on-time performance, mean distance between failures, preventable accidents per 100,000 miles, complaints per 100,000 passengers, in-service miles, revenue hours, peak-vehicle requirement, farebox recovery ration, and subsidy per passenger.

Ms. England asked why bus failures are up and what is in place to control it. Mr. Braun explained that a higher number is better because that means more miles between failures. Mr. Jablonski explained that the contracted services miles are higher than MTS fleet, Contracted services has only one particular kind of bus, the 40-foot CNG bus which is the best performer. The San Diego Transit fleet have older buses, diesel, and articulated buses, that consistently do not perform as well. The hybrid vehicles are problematic and have the tendency to lower the miles per road call.

Action Taken

Mr. Ewin moved to receive a report for information. Mr. Cunningham seconded the motion, and the vote was 15 to 0 in favor.

47. Bus Year-End Report (Claire Spielberg)

Claire Spielberg, Chief Operating Officer of Transit, gave a Power Point presentation of the summary of MTS Bus, Contract Services and paratransit bus operations for fiscal year 2011. She went over the highlights of the FY 11 milestones, South Bay Maintenance Facility Improvements, MTS Bus and Contract Services Operational Issues, Maintenance Performance, ADA Paratransit Update, and On-Time performance Task force. She stated that MTS Bus experienced ongoing maintenance issues with the new articulated fleet and engine that provides propulsion for this vehicle. Staff negotiated with the manufacturer for extended warranty coverage for an additional year.

Mr. Ewin asked what is the significant impact of the contract buses decrease in complaints, and asked how staff lowered those numbers. Ms. Spielberg responded that we have an in-house software system that the IT department programmed which MTS did not have the two prior years. The program allows MTS to track the complaints more closely. She stated MTS also has a phone number published and a centralized customer service department to address complaints immediately. Mr. Ewin stated that the software is able to pinpoint repetitious complaints over a period of time. Ms. Spielberg responded yes.

Mr. Minto asked if this data concentrates on South Bay only. Ms. Spielberg clarified that this is for the South Bay East County, Kearny Mesa, San Diego and Imperial Avenue Divisions. Mr. Minto asked if MTS have looked at complaints by region. Ms. Spielberg stated that during the operations meeting with the Veolia team every other month, complaints are discussed in great detail. She stated that the complaint categories differ in each area. Mr. Minto asked if during the power outage were there complaints about the way MTS handled its inability to provide regular service. Ms. Spielberg stated that riders were very happy with the service MTS provided during the power outage.

Mr. Jablonski stated that during the power outage it was a great opportunity for MTS to take advantage of the things that we built in the system, like power supply, and fuel for the vehicles. He stated that MTS pay a lot of money for those emergency backups but when there is an emergency, those things keep us rolling.

Mr. Gloria asked what the common complaints in the central area are. Ms. Spielberg stated that riders would like more services. Mr. Gloria asked which senior center MTS worked with for the testing. Jeff Codling, Contracts Services Administrator, responded Gary and Mary West Senior Wellness Center. Mr. Gloria stated that he would like to work with MTS to do an outreach with Senior Centers. Mr. Gloria asked about the failures with the series 1000 buses. Ms. Spielberg explained that the series 1000 is a bigger bus than a regular bus-trying to pull 320 hp out of an engine that has 280 hp which made the engine run high rpms that caused piston failures. The engine was reprogrammed by Cummins Cal Pacific to run the engine cooler, and have fewer piston failures, which worked. She stated that the warranty is extended for another year.

Mr. Gloria asked how long is the warranty. Ms. Spielberg stated the warranty is for two years and now have been extended for another year. She stated that if the part that Cummins retrofitted works and there are no other failures, the warranty expires at the end of that year. If there is a failure; the warranty extends for another year. Mr. Gloria thanked the staff for a great report.

Mr. Cunningham thanked Ms. Spielberg for her great leadership and hard work. He asked that she please pass along to the drivers the Board's congratulations and appreciation.

Ms. Bragg would like to encourage the distribution of the lanyards in the South Bay. She also mentioned that in the ASAC meeting, the shopping cart issue was brought up and she recognized staff for their great effort in addressing this. She stated that this is prohibiting people with disabilities from being picked up. Ms. Spielberg stated that MTS is looking into places on the bus where the carts can be docked and staff will inform the Board once staff has more information.

Ms. Cooney clarified to the Board the senior center outreach is to address on-time performance issue that MTS had with Route 3. Overall, MTS has a great amount of outreach that is done by the Marketing and Communications department. The planning department also goes out to senior community centers to provide information relating to the trolley rehabilitation, Compass Card or just simply how to take a bus. Efforts have been made with the San Diego County Department of Aging and Independence Services. This spring MTS conducted outreach events to bring agency representatives to discuss the Compass Cards.

Action Taken

Mr. McClellan moved to receive a report for information. Mr. Minto seconded the motion, and the vote was 13 to 0 in favor.

48. FY 11 Year-End Rail Operations Report (Wayne Terry)

Wayne Terry, Chief Operating Officer of Rail, gave the Board a Power Point presentation of the report on SDTI rail operations and maintenance for the fiscal year 2011. Mr. Terry provided an overview of the statistical information for the FY 11 with regards to each department:

Transportation, LRV maintenance, Wayside maintenance, and Revenue as shown in the Power Point. He went over the major capital projects for FY 11.

Mr. Jablonski added that at the APTA Expo the Siemens booth had a display of the U2 vehicles. He stated that MTS has 71 U2 cars and 69 are operational, we have several companies that might be interested internationally and domestically in purchasing the vehicles.

Action Taken

Mr. Castaneda moved to receive a report for information. Mr. McClellan seconded the motion, and the vote was 14 to 0 in favor.

49. Operations Budget Status Report for August 2011 (Mike Thompson)

Mr. Mike Thompson, Assistant Budget Manager, presented to the Board an Operations Budget Status Report for FY 12 through August 31, 2011. He explained that the year-to-date FY 12 MTS consolidated operations revenue was favorable \$261,000 or (1.7%) primarily due to fare revenue with a variance of \$351,000. He reported that total consolidated operations expense were unfavorable by \$226,000 or 0.6%.

He reported that in total consolidated operations had a net operating variance of \$35,000 which is essentially at budget. MTS Administration and other activities were favorable by \$391,000, resulting in an overall favorable variance of \$426,000 or 2%.

He reviewed on-going concerns dashboard, only presenting FY 12 numbers not updating these projections yet.

Ms. Emerald asked why the variance in administration. Mr. Thompson replied that part of it is timing; the year is only two months in, outside services expenses that have not been incurred yet, as well as favorable variance in personnel expenses.

Action Taken

Ms. Emerald moved to receive the MTS operations budget status report for August 2011. Mr. McClellan seconded the motion, and the vote was 14 to 0 in favor.

60. Chairman's Report

Chairman Mathis mentioned that he attended the American Public Transportation Association Annual Conference & Expo in New Orleans. He stated that APTA has a new president Michael Melaniphy and there was a great send off for Bill Millar. He reported that the Expo was huge with bus and rail cars, and different displays and forums.

61. Audit Oversight Committee Chairman's Report

Mr. Ewin reported that an Audit Oversight Committee meeting will be held on October 21, 2011.

62. Chief Executive Officer's Report

Mr. Jablonski reported that he was also in New Orleans for the APTA Annual Conference & Expo. He stated that it was a great opportunity to be able to speak with FTA Administrator Peter Rogoff and Deputy Therese McMillan on the Mid-Coast project. He also attended several meetings with suppliers on issues that MTS have and looked at the half million square foot of exhibitions that was very informative. He said that this is the best venue to learn in terms of technology and products to bring back to enhance MTS's operations and produce cost saving.

63. Board Member Communications

Mr. Roberts reported that during APTA, attendees met with Washington delegates to give an update on the Mid-Coast project and keep it in the forefront of everyone's mind. He also commented on future technology innovations.

Mr. Castaneda congratulated Mr. Jablonski and his staff. He stated that he attended a number of sessions at APTA and all the cutting edge technology that MTS is already doing. He stated that he appreciates that MTS is getting the job done.

64. Additional Public Comments on Items Not on the Agenda

There were no additional public comments.

65. Next Meeting Date

The next regularly scheduled Board meeting is Thursday, October 27, 2011.

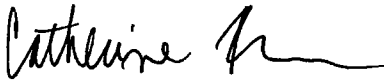
66. Adjournment

Chairman Mathis adjourned the meeting at 11:00 a.m.



Chairperson
San Diego Metropolitan Transit System

Filed by:



Office of the Clerk of the Board
San Diego Metropolitan Transit System
Attachment: Roll Call Sheet

Approved as to form:



Office of the General Counsel
San Diego Metropolitan Transit System

METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
ROLL CALL

MEETING OF (DATE): October 13, 2011

CALL TO ORDER (TIME): 9:05

RECESS: _____

RECONVENE: _____

CLOSED SESSION: 9:13 a.m.

RECONVENE: 9:23 a.m.

PUBLIC HEARING: _____

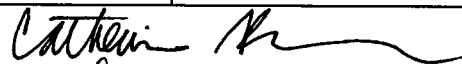
RECONVENE: _____

ORDINANCES ADOPTED: _____

ADJOURN: 11:00 a.m.

| BOARD MEMBER | (Alternate) | PRESENT (TIME ARRIVED) | ABSENT (TIME LEFT) |
|--------------|---|---------------------------|-----------------------|
| CASTANEDA | <input checked="" type="checkbox"/> (Rindone) <input type="checkbox"/> | 9:06 a.m. | |
| CUNNINGHAM | <input checked="" type="checkbox"/> (Mullin) <input type="checkbox"/> | 9:12 a.m. | |
| EWIN | <input checked="" type="checkbox"/> (Sterling) <input type="checkbox"/> | 9:12 a.m. | |
| EMERALD | <input checked="" type="checkbox"/> (Faulconer) <input type="checkbox"/> | | |
| ENGLAND | <input checked="" type="checkbox"/> (Gastil) <input type="checkbox"/> | | |
| GLORIA | <input checked="" type="checkbox"/> (Faulconer) <input type="checkbox"/> | 9:06 a.m. | |
| JANNEY | <input type="checkbox"/> (Bragg) <input checked="" type="checkbox"/> | | |
| LIGHTNER | <input checked="" type="checkbox"/> (Faulconer) <input type="checkbox"/> | | |
| MATHIS | <input checked="" type="checkbox"/> (Vacant) <input type="checkbox"/> | | |
| MCCLELLAN | <input checked="" type="checkbox"/> (Hanson-Cox) <input type="checkbox"/> | | |
| MINTO | <input checked="" type="checkbox"/> (McNelis) <input type="checkbox"/> | 9:23 a.m. | |
| OVROM | <input checked="" type="checkbox"/> (Denny) <input type="checkbox"/> | | |
| RIOS | <input checked="" type="checkbox"/> (Zarate) <input type="checkbox"/> | | |
| ROBERTS | <input checked="" type="checkbox"/> (Cox) <input type="checkbox"/> | | |
| YOUNG | <input checked="" type="checkbox"/> (Faulconer) <input type="checkbox"/> | 9:12 a.m. | 10:50 a.m. |

SIGNED BY THE OFFICE OF THE CLERK OF THE BOARD:



CONFIRMED BY OFFICE OF THE GENERAL COUNSEL:





AGENDA ITEM NO.

3

REQUEST TO SPEAK FORM

ORDER REQUEST RECEIVED

1

PLEASE SUBMIT THIS COMPLETED FORM (AND YOUR WRITTEN STATEMENT)
TO THE CLERK OF THE BOARD PRIOR TO DISCUSSION OF YOUR ITEM

1. INSTRUCTIONS

This Request to Speak form must be filled out and submitted in advance of the discussion of your item to the Clerk of the Board (please attach any written statement to this form). Communications on hearings and agenda items are generally limited to three minutes per person unless the Board authorizes additional time; however, the Chairperson may limit comment to one or two minutes each if there are multiple requests to speak on a particular item. General public comments on items not on the agenda are limited to three minutes. Please be brief and to the point. No yielding of time is allowed. Subjects of previous hearings or agenda items may not again be addressed under General Public Comments.

(PLEASE PRINT)

| | | | |
|--------------------------------------|--|---------|-------------------------------------|
| DATE | 10/27/2011 | | |
| Name | Mikail Hussein | | |
| Address | 7364 Elcayon Blvd #108 San Diego 92115 | | |
| Telephone | 619-713-5404 | | |
| Organization Represented | UTWSD | | |
| Subject of Your Remarks | Public Comments | | |
| Regarding Agenda Item No. | 3 | | |
| Your Comments Present a Position of: | <input type="checkbox"/> | SUPPORT | <input type="checkbox"/> OPPOSITION |

2. TESTIMONY AT NOTICED PUBLIC HEARINGS

At Public Hearings of the Board, persons wishing to speak shall be permitted to address the Board on any issue relevant to the subject of the Hearing.

3. DISCUSSION OF AGENDA ITEMS

The Chairman may permit any member of the public to address the Board on any issue relevant to a particular agenda item.

4. GENERAL PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Public comment on matters not on the agenda will be limited to five speakers with three minutes each, under the Public Comment Agenda Item. Additional speakers will be heard at the end of the Board's Agenda.

NOTE: Subjects of previous hearings or agenda items may not again be addressed under General Public Comments.



AGENDA ITEM NO.

3

REQUEST TO SPEAK FORM

ORDER REQUEST RECEIVED

2

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(PLEASE PRINT)

| | | | |
|--------------------------------------|--------------------------|---------|-------------------------------------|
| DATE | 10/27 | | |
| Name | Elyse Lowe | | |
| Address | | | |
| Telephone | | | |
| Organization Represented | More SD | | |
| Subject of Your Remarks | | | |
| Regarding Agenda Item No. | | | |
| Your Comments Present a Position of: | <input type="checkbox"/> | SUPPORT | <input type="checkbox"/> OPPOSITION |

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AGENDA ITEM NO.

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REQUEST TO SPEAK FORM

ORDER REQUEST RECEIVED

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(PLEASE PRINT)

| | | | |
|--------------------------------------|--------------------------|----------------|--|
| DATE | 10/27/2011 | | |
| Name | Alon F. Calderon | | |
| Address | 4265 Fairmont Ave | | |
| Telephone | 619-521-1372 | | |
| Organization Represented | Employee Rights Ctr | | |
| Subject of Your Remarks | Public Comment | | |
| Regarding Agenda Item No. | 3 | | |
| Your Comments Present a Position of: | <input type="checkbox"/> | SUPPORT | <input type="checkbox"/> OPPOSITION |

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AGENDA ITEM NO.

3

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ORDER REQUEST RECEIVED

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TO THE CLERK OF THE BOARD PRIOR TO DISCUSSION OF YOUR ITEM

1. INSTRUCTIONS

This Request to Speak form must be filled out and submitted in advance of the discussion of your item to the Clerk of the Board (please attach any written statement to this form). Communications on hearings and agenda items are generally limited to three minutes per person unless the Board authorizes additional time; however, the Chairperson may limit comment to one or two minutes each if there are multiple requests to speak on a particular item. General public comments on items not on the agenda are limited to three minutes. Please be brief and to the point. No yielding of time is allowed. Subjects of previous hearings or agenda items may not again be addressed under General Public Comments.

(PLEASE PRINT)

| | | | |
|--------------------------------------|---------------------------------------|---------|-------------------------------------|
| DATE | 10/27/2011 | | |
| Name | Jesse Mills | | |
| Address | 7364 Elcator Blvd #108 | | |
| Telephone | 619 913 5404 | | |
| Organization Represented | U T W S D | | |
| Subject of Your Remarks | Public | | |
| Regarding Agenda Item No. | 3 | | |
| Your Comments Present a Position of: | <input checked="" type="checkbox"/> 3 | SUPPORT | <input type="checkbox"/> OPPOSITION |

2. TESTIMONY AT NOTICED PUBLIC HEARINGS

At Public Hearings of the Board, persons wishing to speak shall be permitted to address the Board on any issue relevant to the subject of the Hearing.

3. DISCUSSION OF AGENDA ITEMS

The Chairman may permit any member of the public to address the Board on any issue relevant to a particular agenda item.

4. GENERAL PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Public comment on matters not on the agenda will be limited to five speakers with three minutes each, under the Public Comment Agenda Item. Additional speakers will be heard at the end of the Board's Agenda.

NOTE: Subjects of previous hearings or agenda items may not again be addressed under General Public Comments.



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Agenda Item No. 6

MEETING OF THE METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 27, 2011

SUBJECT:

ADDENDUM TO MASTER MOU WITH SANDAG – COOPERATIVE WORK EFFORTS,
PROJECT DEVELOPMENT, AND IMPLEMENTATION OF CAPITAL PROJECTS

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G0930.17-04 (in substantially the same format as Attachment A) to the Master Memorandum of Understanding (MOU) with the San Diego Association of Governments (SANDAG) for cooperative work efforts, project development, and implementation of capital projects.

Budget Impact

None. MTS Doc. No. G0930.17-04 would establish standard terms and conditions for development and implementation of joint projects and reimbursement for use of MTS or SANDAG staff or services. Individual projects would be assigned (with funding encumbered) on a project-by-by-project basis consistent with existing Board Policies and Procedures.

DISCUSSION:

MTS and SANDAG cooperate on the development and implementation of capital projects on an ongoing basis. This includes coordination of construction design, procurement of equipment or services, and borrowing of staff expertise for various projects. Previously, each joint project was documented by a separate and distinct MOU with its own terms and conditions.



MTS Doc. No. G0930.17-04 to the Master MOU between MTS and SANDAG is intended to establish consistent terms and conditions for all such projects. The procedures and reimbursement policies for each project would remain the same. An individual project would fall under the provisions of this addendum by the execution of a Project Scope of Work. The Project Scope of Work would be prepared by SANDAG and MTS staffs and approved according to each agency's capital project authorization process.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Karen Landers, 619.557.4512, karen.landern@sdmts.com

OCT 27-11.6.SANDAG MASTER MOU G0930.17-04.KLANDERS

Attachment: A. MTS Doc. No. G0930.17-04 (to Master MOU with SANDAG)

DRAFT

MTS Doc. No. G0930.17-04
SANDAG Agreement No. 5000710

**ADDENDUM 17
TO MASTER MEMORANDUM OF UNDERSTANDING BETWEEN
SAN DIEGO ASSOCIATION OF GOVERNMENTS AND THE METROPOLITAN TRANSIT
SYSTEM CONCERNING COOPERATIVE WORK EFFORTS, PROJECT DEVELOPMENT,
AND IMPLEMENTATION OF CAPITAL PROJECTS**

SANDAG AGREEMENT 5000710

THIS ADDENDUM 17 is made and entered into this ____ day of _____, 2011, by the San Diego Association of Governments ("SANDAG") and the Metropolitan Transit System, also known as the Metropolitan Transit Development Board, and hereafter referred to as "MTS."

RECITALS

WHEREAS, SANDAG and MTS ("the Parties") described their functions and responsibilities in the Master Memorandum of Understanding between the San Diego Association of Governments, the North San Diego County Transit Development Board, and the Metropolitan Transit Development Board, defining the functions and responsibilities of the three agencies dated April 23, 2004 ("Master MOU"); and

WHEREAS, the Master MOU and Addendum 1 provide that the Parties shall enter into addenda to the Master MOU for capital projects that will provide for and define the functions and responsibilities of the Parties with respect to the capital projects; and

WHEREAS, SANDAG implements regional transit construction projects in San Diego pursuant to Senate Bill (SB) 1703, which projects have been further defined in the Parties' Transition Plan (Exhibit B to the Master MOU) as "Expansion Construction Projects"; and

WHEREAS, pursuant to SB 1703 and the Transition Plan, MTS has the right to implement "Local and Minor Improvement Projects"; and

WHEREAS, "Expansion Construction Projects" and "Local and Minor Improvement Projects" are hereinafter collectively referred to as capital improvement projects (CIPs); and

WHEREAS, the Parties' employees, consultants and contractors have unique capabilities and it is in the best interest of the Parties and the public if the Parties have the flexibility to utilize each other's human resources when working on projects in a coordinated manner; and

WHEREAS, the CIPs will include construction and upgrading of stations and platforms, track work, rail, wayside, and railroad structures, signal and traction power systems, control systems, bus transit guideways, bus transit centers and stations, bus and rail maintenance facilities, and the repair and rehabilitation of these facilities, and associated improvements to provide for safe and efficient transit and rail operation; and

WHEREAS, from time to time various emergency repair projects are necessitated due to sudden or unforeseen situations in which injury to persons, or significant injury to property or

interruption of a public service will occur if immediate action is not taken ("Emergency Repairs"); and

WHEREAS, the Parties recognize that each Emergency Repair will present unique circumstances that must be addressed, but nonetheless desire to establish basic guidelines which, in combination with the general principles established through the MOU and this and other addenda thereto will define the functions and responsibilities in the rapid and efficient pursuit of such Emergency Repairs; and

WHEREAS, the implementation of the CIPs and Emergency Repairs benefits regional transit and transportation goals through continued and expanded transit and freight capacity and accessibility; and

WHEREAS, the CIPs and Emergency Repairs will consist of implementing each project through design, construction and start-up in a coordinated manner on existing MTS, SANDAG or third party owned rights-of-way; and

WHEREAS, implementation of such CIPs and Emergency Repairs will also involve construction during hours of trolley and freight operations and coordinating the times and durations of construction activities in the operating right of way is required to limit disruption of rail services and provide for safe and cost effective construction; and

WHEREAS, funding for the CIPs and Emergency Repairs may include local, state and federal funds each with specific requirements applicable to use of those funds; and

WHEREAS, the Parties seek to implement a single addendum to the Master MOU that clarifies the responsibilities of the Parties when they are coordinating their efforts on CIPs, Emergency Projects, or projects meriting use of the other Party's resources, but want to allow the terms of this Addendum to be supplemented with project specific details and agreements, in a form substantially similar to Exhibit A "Addendum 17 Project Scope of Work"; and

WHEREAS, the provisions in this Addendum are intended to be implemented, to the greatest extent possible, in harmony with the principles and responsibilities established through the Master MOU and the other addenda thereto; and

AGREEMENT

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

I. CIP PROJECT DEFINITION

- A. **Project Approval.** CIPs subject to this MOU shall be CIPs included in either Party's Capital Budget and affirmatively applied to this MOU by execution of an Addendum 17 Project Scope of Work (Exhibit A). For SANDAG, this refers to projects in the Capital Budget of the SANDAG Program Budget or projects added to the Capital Budget in accordance with Board Policy by SANDAG Board action

or as an Emergency Project approved by the SANDAG Executive Director. For MTS, this refers to projects approved by MTS Board action or by the Chief Executive Office in accordance with MTS Board Policy.

- B. Scope of CIPs. CIPs shall be implemented per the physical and operational scope in the Capital Budget. Physical and operational variations to the project may be made during the design and construction at the staff level that do not change the primary transit function of a Project, increase the Project budget, or conflict with local, state or federal oversight requirements.
- C. Project Lead. In general, this Addendum addresses the development and implementation of Expansion Construction Projects by SANDAG, where such projects will be operated and potentially owned by MTS following project completion. However, nothing in this Addendum prevents the Parties from applying this Addendum to MTS Local and Minor Improvement Projects for purposes of allowing SANDAG to perform work for such projects and establishing MTS' obligations to reimburse SANDAG for such work. For Local and Minor Improvement Projects, the Addendum 17 Project Scope of Work shall expressly identify the type of work to be performed by SANDAG and the limits of SANDAG's responsibilities and obligations.

II. PRE-CONSTRUCTION MATTERS FOR CIPs

- A. Preparation of Construction Documents. SANDAG or its consultants shall prepare all construction documents required for a CIP. The documents shall include, but not be limited to: plans, specifications, and estimates (PS&E); construction job orders; special provisions; project schedules; procurement documents; as-builts drawings and documents, and other documents as necessary for the execution of the design and construction. MTS shall provide information as needed to prepare construction documents upon request.
- B. Submittal of Plans. SANDAG shall provide MTS with copies of the PS&E for each Project, including special provisions, for MTS review and comments, typically at the 60 and 90 percent levels of design, or as otherwise agreed; and for approval of safety and operations project elements at the 100 percent level of design. MTS shall review and provide comments in a timely manner.
- C. Environmental Permits and Compliance. SANDAG or MTS, as applicable, shall obtain environmental approvals for CIPs from all agencies having jurisdiction. SANDAG and MTS shall review and concur on all draft environmental documents and all environmental permit applications including mitigation requirements to build, monitor and maintain mitigations prior to submission to the regulatory agencies.

Following SANDAG issuance of a notice to proceed to a construction contractor, SANDAG shall be responsible for ensuring compliance with all required environmental permit conditions, including all mitigation, monitoring, and reporting requirements associated with actual construction of each CIP for the

duration of construction. SANDAG shall be responsible for construction impact mitigation following construction of CIPs, such as mitigation site maintenance, monitoring, and reporting, for the length of time established in the environmental document or as required by the permitting agency after final acceptance of the CIP.

MTS, after acceptance of the CIP and upon SANDAG completion of mitigation site maintenance, monitoring, and reporting for the length of time established in the environmental document or as required by the permitting agency, shall maintain environmental mitigations in the same or improved condition as was accepted by MTS and in compliance with the requirements of the project environmental document and permitting regulatory agencies, unless otherwise agreed to in writing by the parties.

SANDAG shall reimburse MTS for reasonable costs that MTS incurs for environmental mitigation and monitoring support including: flagging, inspections, oversight, and administration to the extent those costs are included in the budget or otherwise pre-approved in writing by SANDAG authorized personnel. All reimbursements shall be made in accordance with the terms set forth in Section VI of this Addendum.

- D. MTS Project Support and Oversight-Related Costs. SANDAG and MTS shall meet and confer on the level of effort, hours and estimated costs expected to be incurred by MTS in support of a CIP or phase of a CIP. These costs may include administrative and construction coordination costs for MTS staff and its consultants for services, attorney fees, return-to-service inspection costs, flag-protection fees, construction support, establishment of Absolute Work Windows, operational coordination with San Diego and Imperial Valley (SD&IV) Railroad, security services, patron outreach and administrative supervision. SANDAG will issue purchase orders to MTS for agreed costs prior to the start of design and construction, as needed. SANDAG shall reimburse MTS pursuant to the provisions of Section VI of this Addendum, for all reasonable costs incurred pursuant to this subsection that are included in the MTS estimate or preapproved by SANDAG prior to MTS incurring such costs.
- E. Preparation of Construction Estimates. During final development of PS&E, SANDAG shall prepare a construction cost estimate for each construction contract, procurement contract and job order required to implement the CIP. If the construction estimate plus a reasonable construction change order contingency exceeds the available CIP budget line item for construction, then SANDAG shall not bid the contract or issue a job order notice to proceed until sufficient funding is identified for the line item or the contract scope is reduced to be within the funded CIP construction budget. Any funding or contract scope changes shall be reviewed with MTS and any funding changes shall be proposed and made in accordance with SANDAG policies and procedures.
- F. Design Standards. Unless otherwise agreed to between the parties, SANDAG shall prepare the PS&E in accordance with SANDAG design criteria, MTS

maintenance and operations criteria and standards, and all other applicable standards and requirements. These typically include SANDAG standard drawings, specifications, engineering instructions, National Fire Protection Association (NFPA), The American Railway Engineering and Maintenance-of-Way Association (AREMA), Manual of Uniform Traffic Control Devices (MUTCD) and other relevant industry standards. Designs shall comply with applicable Federal Railroad Administration (FRA) and California Public Utilities Commission (CPUC) regulations and general orders, as well as the American's with Disabilities Act.

- G. Changes to Invitation for Bids (IFB) Documents During Procurement Period. Any proposed changes that have the potential to affect rail safety, operations, or maintenance shall be presented to MTS for review and concurrence prior to implementation of the change
- H. Access to Right of Way by Project Consultants. Consultants and third parties accessing the MTS right of way to perform studies and other tests related to a CIP are required to have a valid Right of Entry permit in place with MTS.

III. EMERGENCY REPAIR PROJECTS

- A. Whenever personnel from SANDAG or MTS determine that any event may reasonably necessitate Emergency Repairs to MTS property or its operating system, the following individuals (Emergency Contacts), or their then-current designees, shall be notified at the earliest reasonable opportunity:
 - o SANDAG Director of Mobility Management and Project Implementation
 - o MTS Chief Executive Officer
- B. From time to time MTS may request technical, managerial or contracting support from SANDAG due to an emergency.

Upon the request of the MTS Chief Executive Officer or designee for technical or managerial support, the SANDAG Director of Mobility Management may authorize such support. Thereafter, SANDAG staff shall work at the direction of MTS to provide engineering, construction management and project management support. MTS shall reimburse SANDAG for all actual staff and incidental costs directly related to Emergency Repairs by SANDAG staff. SANDAG shall track its costs for Emergency Repairs separately and invoice MTS for those costs. MTS shall reimburse SANDAG for such costs within 15 days.

Should MTS or SANDAG staff require technical support from a SANDAG on-call consultant for an Emergency Repair, the SANDAG Director of Mobility Management may authorize emergency consultant services up the Director's approved delegated level of authority. Thereafter, the consultant shall work at the direction of MTS or its SANDAG designee to provide engineering, construction management and project management support. MTS shall

reimburse SANDAG for all actual consultant costs directly related to Emergency Repairs within 15 days of being invoiced.

At MTS request, SANDAG may contract for construction of Emergency Repairs when a SANDAG construction contractor is readily available and in the best position to effect repairs. Construction contracting by SANDAG shall be approved by the SANDAG Executive Director or designee. SANDAG shall contract for Emergency Repairs in accordance with SANDAG Policy for emergency action and construction contracting. Construction contracts on an existing project may be utilized using change orders for repairs to the extent that the scope of the Emergency Repairs reasonably falls within the scope of such project as otherwise permitted by law or policy. Should Emergency Repairs be contracted by SANDAG, SANDAG shall be responsible for construction including project management, engineering, construction management, consultant support and coordination with MTS.

MTS shall be responsible for the actual cost of construction including the actual cost for SANDAG support, contractor services and construction. MTS shall be responsible for recovery of costs from parties responsible for damage and from any applicable state or federal emergency relief program, fund or grant. MTS shall reimburse SANDAG for its construction related costs within 15 days of being invoiced.

- C. The Emergency Contacts shall each take the following actions at the earliest opportunity:
1. Appoint, and jointly communicate such appointment, a staff member who shall be the primary point of contact and bear day-to-day responsibility for pursuit of the Emergency Repairs.
 2. Whichever Party is responsible for hiring the construction contractor shall ensure compliance with all state and federal requirements for executing the work including labor, environmental and record keeping compliance including any environmental mitigation and monitoring, flagging, inspections, oversight, and administration. All reimbursements shall be made in accordance with the terms set forth in Section VI of this Addendum.

IV. CONSTRUCTION FOR CIPs

- A. Responsibility for Construction. SANDAG shall be responsible for administering and implementing construction of CIPs in accordance with the Construction Documents.
- B. Bidding and Construction Contracts. Following MTS concurrence with the Project PS&E in accordance with Section II (A)-(B), SANDAG shall advertise for, solicit, and accept bids for construction. The procurement documents may

include contractor qualifications that shall be prepared by SANDAG with additional requirements provided by MTS. SANDAG may provide MTS with the opportunity to review and comment on the qualifications of the lowest responsive and responsible bidder prior to the award of the contract. Any MTS comments regarding the qualifications shall be provided to SANDAG within 10 days of having received the qualifications. SANDAG requirements shall be followed with regard to determinations of responsibility and responsiveness of the bidders. The consultants and contractors hired by SANDAG to construct CIPs are hereinafter referred to as "the contractors."

C. Construction Contract Administration. Following the award of a construction contract, SANDAG shall administer the construction contract pursuant to the provisions set forth herein and unless otherwise noted, shall provide construction management services for the CIP.

1. SANDAG shall administer the construction contract and shall provide construction management services for the duration of construction of the CIP.
2. To ensure consistency with existing systems and standards SANDAG shall provide construction quality assurance through on-site construction management, engineering and inspection services. MTS at its own expense may provide secondary construction management, engineering and inspection services with its employees or consultants. . SANDAG shall provide MTS access to the CIPs to observe contractor construction, quality assurance, assembly and offsite manufacturing activities. To maintain job site safety, MTS shall coordinate access for its employees under the direction of the SANDAG Construction Manager. MTS will provide the SANDAG Construction Manager with any information regarding defects in construction, materials, workmanship and work that are identified as unacceptable to MTS, even if such work is in compliance with the construction plans and specifications.
3. Working in conjunction with SANDAG, MTS shall provide railroad operations-related services including but not limited to flag protection, establishment of Absolute Work Windows, operational coordination with SD&IV Railroad and San Diego Trolley, Inc. (SDTI), and security services, public outreach, and administrative supervision, as needed, for all CIPs constructed by SANDAG for MTS.
4. MTS may inspect completed work, perform operational tests and verify the work meets MTS standards and regulatory compliance requirements before MTS accepts contract work or portions of contract work for return-to-service and before final acceptance. Pre-operational inspections, testing and safety certifications shall be CIP costs eligible for reimbursement in accordance with the terms of this Addendum.

D. Construction Management Plan (CMP). Prior to the start of construction,

SANDAG shall develop a CMP that will define the roles and responsibilities of SANDAG, MTS and their key representatives. The CMP will also include, but not be limited to, defining the process in which information is to be transmitted between the team members and to the contractors, what information is to be transmitted, approval process for submittals, requests for information, change orders, field work directives, schedules, and inspections. MTS shall review and provide input on the CMP on a timely basis so as not to delay the CIP schedule.

- E. Design Support. SANDAG shall provide design support services through its design consultants during the bid and construction phases of a CIP.
- F. Right-of-Entry. An executed construction contract or job order shall require its construction contractor and its subcontractors to obtain a Right of Entry (ROE) Permit from MTS to access MTS right-of-way in accordance with the contract requirements. Prior to admittance onto the railroad right-of-way all other SANDAG contractors, consultants, and sub-contractors, shall obtain a ROE Permit from MTS, in using MTS' then-current ROE Permit form, which will address MTS's conditions including adherence to laws and regulations, safety, work plans, schedules, flag protection, work windows, staging and material storage areas, site access, insurance, indemnity provisions, and any other requirements therein listed. MTS shall not charge a fee for issuance of the ROE Permit to the CIP contractors. Preparation of ROE Permits and plan review related thereto shall be CIP costs eligible for reimbursement in accordance with the terms of this Addendum.
- G. Facility for Contractors. During construction, MTS shall allow contractors and subcontractors reasonable accommodation to accomplish work during agreed upon working hours and work windows as specified in the procurement documents or ROE Permits.
- H. Changes to Construction Documents. At all times during construction, SANDAG shall coordinate the contractors' work to assure quality, and timely installation in accordance with the Construction Documents. Any changes to the Construction Documents that effect schedules, or work conditions that could affect bus or railroad operations, maintenance, or safety, will be reviewed for concurrence with MTS prior to the implementation of the change. MTS shall provide a response within 10 working days of receipt. Should no response be received by SANDAG within that time frame, decisions on proceeding with the change shall be at the discretion of SANDAG.
- I. Interference with Operations by Contractors. MTS shall maintain full control over its operations at all times during construction. Prior to and during construction, SANDAG shall ensure contractors cause no interference with the operations of MTS, or its operating contractors, SDTC, SDTI, SD&IV Railroad, San Diego Vintage Trolley, Inc. (SDVTI), San Diego & Arizona Eastern Railway Company (SD&AE) North County Transit District (NCTD), and any other bus or rail service operators in the corridor except for planned service limitations, outages or access restrictions as may otherwise be agreed upon by the Parties. All proposed

activities by SANDAG and its contractors that will or may affect operations shall be submitted to MTS for review and approval. Authority to proceed with these activities shall not be unreasonably withheld by MTS. Authority to proceed shall be provided by MTS sufficiently in advance of when the activity is to occur to ensure any potential delay is mitigated.

- J. Safety During Construction. All individuals performing activities directly related to the CIP shall comply with MTS safety requirements and with applicable safety laws and regulations that govern the MTS transit system. Noncompliance will be grounds for MTS to immediately terminate the right of entry permit, suspend work in whole or part, or to remove non-compliant personnel either temporarily or permanently from work on the CIP.
- K. Collaboration During Construction. On a weekly basis, SANDAG shall communicate with MTS concerning current and planned construction activities expected during the subsequent three weeks with the contractors' written work plans for those activities and corresponding actions that are necessary to mitigate any service disruptions.
- L. Construction Schedules. Based on bus or railroad operating requirements, MTS shall establish the hours of allowable construction for incorporation within the procurement documents and any changes that may occur during construction. MTS will identify those hours the contractors may occupy the track during Absolute Work Windows and hours during which work may occur adjacent to the track during the regular railroad operating periods. MTS will work with all bus and railroad operators to achieve the specified work hours and work windows during construction; however, the Parties recognize that conditions on the transit routes and railroads can change and that the primary goal is to keep transit running. The Parties also recognize that changes to specified work hours or work windows can significantly impact the cost of completing a CIP. Every effort will be made to minimize changes to specified work hours or work windows, but it cannot be guaranteed that requests for construction hours, work windows, or flag protection will always be granted.
- M. Submittals. Submittals related to major equipment and systems, track, signals, and bridges shall be provided to MTS for review and concurrence at MTS's request. MTS shall provide a response within 15 working days of receipt. Should no response be received by SANDAG within that time frame, decisions on proceeding with a disposition shall be at the discretion of SANDAG.
- N. Project Management. SANDAG and MTS shall each identify their respective Project Managers for each CIP and provide the other Party with the Project Manager's contact information.
- O. Construction Documentation. SANDAG shall provide to MTS or post to an electronic site available to MTS the following Construction Documents:
 - 1. Procurement documents and addenda;

2. Schedules;
3. Change Orders;
4. Track and Signal Cut-over Plans;
5. As-builts drawings and documents; and
6. Owner's manuals, warranties, approved submittals, and training documentation.

To the extent that MTS makes any field changes to a safety-critical element as identified in the SANDAG Configuration Management Plan, MTS shall comply with the SANDAG Configuration Management Plan.

- P. Construction Guarantee. SANDAG or its contractors shall take corrective actions to repair, reconstruct, or modify any changed conditions resulting from construction defects or design errors for a period as prescribed by law and/or the warranty period specified in the contract documents after final acceptance by MTS.
- Q. Damages to Infrastructure During Construction. SANDAG shall cause its contractors to be responsible for all costs incurred by MTS or third-parties for the necessary repair or replacement of any damage that may occur to bus and railroad operating and maintenance-of-way equipment, the bus and railroad infrastructure, right-of-way, or third-party facilities as a result of construction of the CIP. SANDAG shall reimburse MTS for all reasonable costs it incurs for the correction of damages occurring as a result of the construction of the CIP. Unless the work must be performed on an emergency basis, MTS shall provide an estimate of costs for approval review by SANDAG prior to incurring repair or replacement costs when MTS makes repairs to damage caused by a SANDAG contractor.
- R. Acceptance of Contract / Notice of Completion. Before SANDAG grants Relief of Maintenance for any portion of a CIP or contract acceptance for a CIP to a contractor, MTS may conduct an inspection, in whole or part thereof, of the work. Once a particular portion of a CIP is deemed to be acceptable by MTS, MTS shall inform SANDAG in writing the portion has been accepted and is complete. Such acceptance by MTS shall not be unreasonably withheld. Upon issuance of Relief of Maintenance or Contract Acceptance by SANDAG for a Project, the responsibility and maintenance for the CIP shall transfer to MTS consistent with the provisions of this Addendum.
- S. Bonding. SANDAG and MTS shall be named as dual obligees on all construction bonding requirements that pertain to guarantees, warranties, and maintenance. SANDAG shall ensure the contractors list MTS, or its operating contractors SDTC, SDTI, SD&IV, SDVTI, NCTD and their respective directors, officers, employees, and agents, as additional insureds under all required insurance policies.

VI. REIMBURSEMENT OF COSTS

- A. CIP Budgets. SANDAG shall develop and update budgets for the CIPs. The CIP budgets shall be divided into line items for major elements of work. Transfers between CIP budgets shall be made in accordance with SANDAG policy with the concurrence of MTS. On an annual basis, the SANDAG Board shall approve the budget for all CIPs and identify funding as an element within the SANDAG Overall Program Budget. SANDAG shall be responsible for developing, securing and administering funding for each CIP. For individual projects, the project management team shall mutually agree on the level of concurrence required for other changes to a CIP budget.

Prior to the approval of the annual SANDAG Program Budget, SANDAG and MTS shall meet and confer on the CIPs, scope, and funding sources. Funding sources under MTS control and approved by both agencies for inclusion in a CIP budget shall be transferred to SANDAG within 90 days of approval of the SANDAG Program Budget. Changes to funding for a CIP that may be required after the annual Program Budget approval shall be made in accordance with SANDAG policy and with the concurrence by MTS. In the event that SANDAG notifies MTS that the budget amount for a CIP will be exceeded, MTS will meet with SANDAG to discuss whether an amendment to SANDAG's or MTS's budget for the CIP is appropriate.

- B. Cost Records. SANDAG and MTS shall maintain full and complete accounting records of all costs for any project covered by this Addendum in accordance with generally accepted accounting principles. These accounting records shall be maintained for at least three (3) years following completion of a project and shall be available for inspection by either Party, or state or federal officials, with reasonable notice, during normal business hours.

- C. SANDAG Services. MTS shall reimburse SANDAG for services SANDAG provides, if such services are requested by MTS, including but not limited to staff support, consultant services and, construction management when SANDAG provides support and services for MTS. Services by SANDAG could include, but are not limited to work on CIP projects such as capital infrastructure maintenance and security improvements, equipment replacement; and systems upgrades. The scope and budget for SANDAG services, including consultant services, shall be agreed to in advance. SANDAG shall track its cost separately and invoice MTS monthly.

- D. MTS Services. SANDAG shall reimburse MTS for services MTS provides in the development and implementation of the design and construction of a CIP when such services are provided for SANDAG. Applicable services MTS may provide to SANDAG pursuant to this Addendum are described below with applicable conditions:

1. Flagging costs, including flagging during design, construction and utility

relocations. Cost shall be for actual hours for the Employee in Charge (EIC) and each flagger assigned. For construction requiring more than two concurrent flagging operations, costs for a supervisor shall be reimbursed. Labor hours for travel time to a work site shall not exceed one hour.

2. Busing costs required to move patrons around a transit system closure required for project construction. Cost shall include all reasonable operating expenses to perform the bus bridge or bus service.
3. Public relations personnel required to provide patron information and direction during a disruption of service caused by project construction. Cost shall be for actual hours. For disruptions requiring more than two concurrent work locations, costs for a supervisor shall be reimbursed. Labor hours for travel time to a work site shall not exceed one hour.
4. Field security personnel requested by SANDAG or required to protect MTS property or patrons during project construction. Cost shall be for actual hours. For security requiring more than two concurrent work locations costs for a supervisor shall be reimbursed. Labor hours for travel time to a work site shall not exceed one hour.
5. Document support personnel required as part of a project to process new equipment documentation into an MTS tracking and filing system for warranties, as-builts, and to set up maintenance tracking. MTS shall request and justify such support to the SANDAG Project Manager. Cost shall be for actual hours, no supervisor hours shall be reimbursed.
6. Wayside support including switch tenders, signal maintainers, and supervisors shall be reimbursed for projects requiring the continuing presence of these workers. SANDAG shall not reimburse MTS for the labor for aligning switches, powering down the Overhead Catenary System (OCS), setting signals or other similar activities required to establish a construction work area on an intermittent basis, which does not require the continuing presence of MTS wayside personnel during the construction activity. Where Projects require consecutive, concurrent or continuing presence of MTS wayside personnel for the work described, SANDAG shall reimburse MTS wayside labor costs. Cost shall be for actual hours for each wayside worker assigned. For construction requiring more than two concurrent wayside operations, costs for a supervisor shall be reimbursed. Labor hours for travel time to a work site shall not exceed one hour.
7. MTS Management at or above the level of Director shall not be reimbursed unless otherwise approved by a SANDAG Director level or higher.

8. Operations, Wayside, Vehicle, Public Relations and Security professional level managers and supervisors required for the project may be approved by SANDAG if such hours are included in the preapproved project budget.
9. Consultant and attorney services contracted by MTS and required for the project may be approved by SANDAG if included in the preapproved project budget.
10. Material and equipment contracted by MTS and required for the project may be approved by SANDAG if included in the preapproved project budget.
11. SANDAG will pay actual labor costs for project management of SANDAG CIPs where SANDAG has agreed that MTS will provide a Project Manager for a project.
12. SANDAG will pay actual labor costs for MTS right of way support employees required to accommodate access to and ensure protections are in place for the MTS right of way.

E. PROVISIONS APPLICABLE WHEN BORROWING OF OTHER PARTY'S PERSONNEL

1. From time to time, the Parties may agree to utilize the other Party's human resources to carry out CIPs, Emergency Repairs, or other project development, intelligent transportation or planning projects ("Borrowed Services").
2. Borrowed Services may be provided by one or more temporary employees provided through a temporary employee services provider, or through a contractor, consultant or direct employee of the other Party ("Lending Party"). Compensation from the Borrowing Party shall be for actual labor time on the project only. Labor costs will be at the actual billing rate to the Lending Party for contract employees or the employees of contractors or consultants, and at fully loaded labor costs for Lending Party's employees. For purposes of this Addendum, the term "fully loaded labor costs" shall include the actual salary, benefits, indirect and overhead costs of the Lending Party in accordance with an approved indirect cost allocation plan as determined by an independent auditor.
3. Lending Party's employees, contractors, consultants or subcontractors shall not be deemed to be employees of the Borrowing Party. Lending Party's employees, contractors, consultants or subcontractors shall perform their obligations according to their own means and methods of work, which shall be in the exclusive charge and under the control of the Lending Party or its contractors, consultants or subcontractors, and which

shall not be subject to control or supervision by the Borrowing Party. Lending Party's employees, contractors, consultants or subcontractors shall not be entitled to any benefits to which the Lending Party's employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.

4. Lending Party shall ensure that it and its contractors, consultants, and subcontractors comply with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Lending Party shall also ensure that it and its contractors, consultants or subcontractors performing work pursuant to a Project Scope of Work comply with all laws applicable to wages and hours of employment, insurance, occupational safety, and to safety, health and sanitation.
- F. Shutdown Reimbursement. SANDAG shall include a damages penalty in construction contracts for contractor acts that shut down normal revenue service and for failure to return track to revenue service after an MTS approved shutdown. SANDAG shall collect penalties assessed and thereafter reimburse MTS actual invoiced damage cost, in an amount not to exceed the amount set forth in the relevant construction contract.
- G. Invoicing. For all reimbursable costs due under this Addendum, MTS and SANDAG will execute an Addendum 17 Project Scope of Work, in substantially the same form as Exhibit A, or another mutually agreeable form, which will reference this Addendum and thereby incorporate its terms and conditions. The invoicing Party shall submit an invoice with approved time sheets for Project Managers and other personnel assigned to a project. The reimbursing party shall reimburse the invoicing party within 15 days of receiving an invoice in order to permit payment to the invoicing party's contractors on a timely basis. The reimbursing party shall have an additional 30 days to determine whether amounts paid are eligible for reimbursement and may offset amounts determined to be ineligible within 45 days of being invoiced from future payments due to the invoicing party on the Project.
- H. Construction or Corrective Changes. Should conditions or SANDAG directives warrant changes to a CIP, SANDAG shall fund such changes from the budget for that CIP's program. If the budget is insufficient to cover the changes, the Parties shall meet and confer on the best approach to fund the changes, re-scope the CIP, or some combination of thereof. Conditions causing such changes may include, but are not limited to soil conditions and slope stability, corrective actions due to design errors and/or omissions, delays due to train operations or derailments, and additional mitigation requirements imposed by the resource agencies. The Parties acknowledge that increases to the budget for a CIP are contingent upon approval by the SANDAG Board of Directors.

- I. Funding. The Parties shall comply with the laws, regulations and funding requirements for any funding sources that will be used to fund a project covered by this Addendum. At the time a budget is under development for a project on which SANDAG will be the Financially Responsible Party, SANDAG will notify MTS of the funding types that will be used so that MTS will have notice of the requirements that will apply. This obligation includes execution of any implementing agreements by MTS with its third party contractors including its freight rail provider, the SDIV Railroad, bus transit contractors or their successors, to maintain federal and state funded transit and freight rail infrastructure provided as part of a Project that is not maintained exclusively by MTS. Where funding obligations or commitments are required from the other Party, a separate project specific funding agreement shall be approved in accordance with the Parties' policies.

VII. REAL AND PERSONAL PROPERTY TRANSFERS FOR CIPs

- A. Upon completion of a CIP, or as various portions of a CIP are completed on real property already owned by MTS, the Parties hereby agree that unless otherwise agreed to pursuant to Addendum 5 to the Master MOU, such personal property procured, installed, constructed, or otherwise placed on MTS property shall automatically transfer to MTS upon acceptance of the project by MTS, and MTS agrees to execute all documents reasonably necessary to effect such transfer. SANDAG shall also transfer associated warranties for personal property acquired as part of the project.
- B. If real property is purchased or constructed by SANDAG for a CIP, the Parties will determine post-construction ownership of the real property pursuant to Addendum 5 to the Master MOU.

VIII. INDEMNIFICATION

- A. SANDAG. Neither SANDAG nor any officer, employee or agent thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by MTS, SDTI, SD&IV, SDVTI, SD&AE, their contractors, or their agents or employees, under or in connection with any work, authority or jurisdiction delegated to MTS under this Addendum. It is understood and agreed that MTS shall fully defend, indemnify and hold SANDAG and its contractors, directors, officers, employees, and agents, harmless from and against any and all liability or claim of liability, loss or expense, including reasonable defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from or connected with an act or omission of MTS, SDTI, SD&IV, SDVTI, SD&AE, their contractors, or any of their respective employees, agents, invitees, or other persons acting by or on behalf of MTS, SDTI, SD&IV, SDVTI, SD&AE or their contractors, on or about the MTS/SD&AE right-of-way under or in connection with any work, authority or jurisdiction delegated to MTS under this Addendum, including, but not limited to, liability, expense, and claims for bodily injury, death, personal injury, or property damage; provided, however, that nothing herein shall relieve any party indemnified

hereunder from liability to the extent that such liability arises from such party's sole established negligence or willful misconduct. This indemnity shall not require payment of a claim by SANDAG, or its respective directors, officers, employees, or agents, as a condition precedent to SANDAG's recovery hereunder. MTS's obligation to indemnify hereunder shall not be restricted to insurance proceeds, if any, received by SANDAG or its contractors, or their respective directors, officers, employees, or agents.

- B. MTS. Neither MTS, SDTI, SD&IV, SDVTI, SD&AE, nor any officer, employee, or agent thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by SANDAG, or its contractors, agents, or employees under or in connection with any work, authority, or jurisdiction delegated to SANDAG or its contractors under this Addendum. It is understood and agreed that SANDAG shall fully defend, indemnify and hold MTS, SDTI SD&IV, SDVTI, SD&AE, and their respective directors, officers, employees, and agents, and their contractors, harmless from and against any and all liability or claim of liability, loss or expense, including reasonable defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from or connected with an act or omission of SANDAG, or any employee, agent, invitee, contractor of SANDAG, or other person acting by or on behalf of SANDAG on or about the MTS/SD&AE right-of-way under or in connection with any work, authority or jurisdiction delegated to SANDAG or its contractors under this Addendum, including, but not limited to, liability, expense, and claims for: bodily injury, death, personal injury, or property damage; provided, however, that nothing herein shall relieve any party indemnified hereunder from liability to the extent that such liability arises from such party's sole established negligence or willful misconduct. This indemnity shall not require payment of a claim by MTS SDTI, SD&IV, SDVTI, SD&AE, their contractors, or their respective directors, officers, employees, or agents as a condition precedent to MTS's recovery hereunder. SANDAG's obligation to indemnify hereunder shall not be restricted to insurance proceeds, if any, received by MTS, its contractors, SDTI, SD&IV, SDVTI, SD&AE, their contractors, or their respective directors, officers, employees, or agents.
- C. This Addendum is not intended to affect the legal liability of Parties by imposing any standard of care for delivering projects different from the standards imposed by law.
- D. This Addendum is not intended to create third-party beneficiaries or define duties, obligations, or rights in parties not signatory to this Addendum.
- E. Parties will notify each other of any potential lawsuits, claims, or legal action pertaining to projects covered by this Addendum. Parties will confer and collaborate to resolve legal actions affecting any projects covered by this Addendum and will include each other in opportunities to pursue early resolution.
- F. In order to retain resolution possibilities for potential future claims, Parties will confer on construction claims that may affect delivery of projects, or Parties'

liability or responsibility under this Addendum. Neither Party will prejudice the rights of the other Party until after Parties confer on the claim.

- G. If a potential conflict of interest arises between Parties, Parties will discuss the issue, and either Party may involve outside counsel at their own expense, and/or enter into a separate agreement concerning any appropriate waiver or method for reducing the potential conflict. This Addendum does not, nor is it intended to, constitute a waiver of any conflict of interest which may apply to a given situation, but merely offers a method of addressing potential conflicts of interest.
- H. Parties acknowledge that decisions inherent in the delivery of project under this Addendum may result in project delay or other liability. It is the intent of the Parties that any liability that may be created by the decision-making inherent in project delivery will be assumed to be a project cost as long as the decision was an exercise of reasonable discretion based on industry standards and the information known at the time of the decision. In the event a project suffers delays or additional costs that are the result of work that falls below industry standards, the responsible party shall pay for the additional costs or delay damages.
- I. Parties will pay fines, interest, or penalties levied against an individual project using the type and amount of funds agreed to by the Parties in the relevant Addendum 17 Project Scope of Work. The Parties agree to first utilize funds currently budgeted to the project before resorting to use of other fund sources.
- J. Fines, interest, or penalties, excluding a claim or assessment for punitive damages, levied against an individual Party rather than a party will be defended or paid by the Party whose actions or lack of action caused the levy. That Party will indemnify and defend all other parties for purposes of responding to the entity which is attempting to levy the fine, interest or penalty.
- K. Should a Party be the subject of a criminal indictment or prosecution arising out of a project that Party shall bear the cost of defense and if applicable, the cost of any fine or penalty assessed due to said criminal prosecution.

X. GENERAL PROVISIONS

- A. Heirs and Assigns. All terms, conditions and provisions herein shall inure to and shall bind each of the Parties hereto, and each of their respective heirs, executors, administrators, and assigns.
- B. Independent Entities. For purposes of this Addendum, 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.
- C. Modifications. No modifications of the terms of this Addendum 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.

- D. Third Parties. Nothing in the provisions of this Addendum is intended to create duties or obligations to or rights in third parties to this Addendum or affect the legal liability of the parties to third parties.
- E. Execution in Counterparts. This Addendum may be executed in any number of identical counterparts, each of which shall be deemed to be the 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 HEREOF, the Parties have caused this Addendum to be executed as of the date above set forth.

SAN DIEGO ASSOCIATION OF
GOVERNMENTS

SAN DIEGO METROPOLITAN TRANSIT
SYSTEM

Gary Gallegos
Executive Director

Paul Jablonski
Chief Executive Officer

APPROVED AS TO SUFFICIENCY OF
FORM AND LEGALITY:

APPROVED AS TO FORM:

SANDAG Office of General Counsel

MTS Office of General Counsel

EXHIBIT A

MTS File No.
SANDAG Reference No.**Addendum 17 Project Scope of Work**

CIP Title: _____ CIP No. _____ Project Manager: _____

Lead Agency: _____ Operating Agency: _____

Estimated Start Date: _____ Estimated Completion Date: _____

Estimated Budget: _____ Effective Date: _____

Intended Source of Funds: (Describe types and amounts of Local, State and/or Federal funding and attach any unique pass through requirements):Describe Any Necessary Transfers of Project Funds Between the Parties:Project Description:Scope of Work to be Performed by MTS:Scope of Work to be Performed by SANDAG:Any Additional Project-Specific Conditions (Any special conditions will require legal review of this document.):Approved by:
SANDAG

METROPOLITAN TRANSIT SYSTEM

Jim Linthicum
Director of Mobility Management
and Project Implementation_____
Date_____
Paul C. Jablonski
Chief Executive Officer_____
Date



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
619.231.1466 FAX 619.234.3407

Agenda Item No. 7

MEETING OF THE METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 27, 2011

SUBJECT:

EXERCISE OPTION YEARS FOR LIGHT RAIL VEHICLE VANDALISM AND
ACCIDENT REPAIR SERVICES - CONTRACT AMENDMENT

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L0884.1-09 (in substantially the same format as Attachment A) with Carlos Guzman, Inc. for light rail vehicle (LRV) accident and vandalism repair services.

Budget Impact

The total cost of \$801,000 for these expenditures would come from the FY 12 SDTI operating budget line item (355-53610 and 355-53510) LRV vandalism and revenue vehicle repairs.

DISCUSSION:

On July 16, 2009, the MTS Board of Directors approved a three-year base contract (SDTI Doc. No. L0884.0-09) with an option for two single-year extensions for a total cost not to exceed \$1,965,000 for LRV accident and vandalism repair services.

SDTI experiences a fair amount of vandalism and minors accidents requiring paint and bodywork during the course of normal operations. To repair such damage, the two most important qualities that SDTI looks for are the quality of the repair work and a timely response. The current contractor, Carlos Guzman, Inc., has exceeded the expectations in both of these critical areas. Staff is very satisfied with the contractor's performance and would like to continue using its services without interruption by exercising option years one and two of the contract through June 30, 2014.



Metropolitan Transit System (MTS) is comprised of the Metropolitan Transit Development Board (MTDB) a California public agency, San Diego Transit Corp., and San Diego Trolley, Inc., in cooperation with Chula Vista Transit and National City Transit. MTS is Taxicab Administrator for eight cities. MTDB is owner of the San Diego and Arizona Eastern Railway Company. MTDB Member Agencies include: City of Chula Vista, City of Coronado, City of El Cajon, City of Imperial Beach, City of La Mesa, City of Lemon Grove, City of National City, City of Poway, City of San Diego, City of Santee, and the County of San Diego.

Based on the initial evaluations, it was determined that Carlos Guzman, Inc. was the highest-rated and lowest-priced proposal. The hourly rate proposed for vandalism and accident repair is approximately 20% lower than the previous contract pricing.

As required, staff reviewed and conducted a price analysis (Attachment C). The contractor has only increased the cost of his services for both option years about one percent per year. Staff believes that these prices are fair and reasonable and therefore recommends approval of MTS Doc. No. L0884.1-09.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Lee Summerlott, 619.595.4904, lee.summerlott@sdmts.com

OCT27-11.7.LRV REPAIR SVCS.GUZMAN.MYNIGUEZ

Attachments: A. MTS Doc. No. L0884.1-09
B. Cost Proposal
C. Price Analysis

DRAFT

Att. A, AI 7, 10/27/11

October 27, 2011

MTS Doc. No. L0884.1-09

Carlos Guzman, Inc.
Carlos Guzman, President
1619 E. Creston Street
Signal Hill, CA 907555

Dear Mr. Guzman:

Subject: AMENDMENT NO. 1 TO MTS DOC. NO. L0884.0-09 - EXERCISE OPTION YEARS ONE AND TWO FOR LRV ACCIDENT/VANDALISM DAMAGE REPAIR SERVICES

This shall serve as Amendment No. 1 to MTS Doc. No. L0884.0-09 as further described below.

SCOPE OF SERVICES

Provide LRV accident/vandalism damage repair services on an "as-needed" basis in accordance with the terms and conditions of the original MTS Service Agreement.

SCHEDULE

This amendment exercises option years one and two of the contract through June 30, 2014.

PAYMENT

Payment shall be made on a monthly basis. The invoice shall include a list of preapproved cost estimates for each incident during the previous month with appropriate supporting paperwork. The total cost of services provided for this period shall not exceed \$801,000.

All other conditions remain unchanged. Please sign below and return the document marked "Original" to the Contracts Specialist at MTS. The other copy is for your records.

Sincerely,

Agreed:

Paul C. Jablonski
Chief Executive Officer

Carlos Guzman
Carlos Guzman, Inc.

Date: _____

ORIGINAL

B.2 COST AND PRICING FORMS

Proposer shall submit pricing to provide the services for all the work described in Section B.1, Scope of Service, and in accordance with the instructions outlined in the Cost and Price Proposal in Section A.2.4. In preparing a cost proposal, Proposers are requested to provide a total all-inclusive cost for each year of service and provide a breakdown of fees, overhead, labor hours, travel, and miscellaneous expenses.

RFP TITLE AND MTS DOC. NO.: Light Rail Vehicle Paint and Body Rehab – MTS Doc. No. L0884.0-09
PROPOSAL DUE DATE/TIME: June 4, 2009, 11:00 a.m., Prevailing Local time

BASE YEAR ONE (1) – September 1, 2009 – August 31, 2010

| # | DESCRIPTION | EST. QUANTITY | UNIT ISSUE | UNIT PRICE | TOTAL |
|--|---|-------------------------|------------|------------|------------|
| <u>SD100 Paint and Body Repair</u> | | | | | |
| 1 | Fixed Pricing: Total cost shall include all materials, labor, tools, and supervision needed to successfully perform paint preparation, LRV body repair, and paint work, in accordance to the statement of work and Dupont technical specifications and procedures, for the Siemens Model SD100 LRV. | 14* | Each | \$ 29,500 | \$ 413,000 |
| <u>LRV ACCIDENT AND VANDALISM REPAIR LABOR RATES AND MATERIAL COSTS</u> | | | | | |
| 2 | Fixed priced per hour rate for LRV body repair labor. | 3000* | Hour | \$ 32 | \$ 96,000 |
| 3 | Fixed price per hour rate for Preparation and Paint Labor. | 3000* | Hour | \$ 32 | \$ 96,000 |
| 4 | Fixed price per hour rate for Decal Application and Removal / General Labor. | 3000* | Hour | \$ 32 | \$ 96,000 |
| 5 | Material includes, but is not limited to, Dupont products, caulk, metals, and other similar materials needed to effectively perform required work. Materials shall not include expendable items (such as tape, sandpaper, etc.) or other trade tools required to perform the work. Contractor shall submit his or her proposal with unit pricing on all materials proposed. Contractor shall invoice MTS for materials at the actual cost received from the Contractor's supplier. All materials invoiced shall be in direct support of the MTS requirement for accident and vandalism repair. Any reimbursements for materials shall be accompanied by an invoice provided by the Contractor's supplier. | Not to Exceed Allowance | | | \$95,000 |
| 6 | Sub-Total: | | | | \$ 796,000 |
| 7 | CA Sales Tax (If applicable) | | | | \$ |
| 8 | TOTAL FOR YEAR ONE (1): | | | | \$ 796,000 |

PROPOSER ACCEPTS RESPONSIBILITY FOR ACCURACY AND PRESENTATION OF THE ABOVE NUMBERS.

***Estimated quantities are for proposal purposes only. The quantities do not reflect guaranteed usage by MTS.**

RETURN THIS FORM WITH YOUR PROPOSAL
 REMAIN OTHER PAGES FOR YOUR RECORDS

METROPOLITAN TRANSIT SYSTEM (MTS)
LIGHT RAIL VEHICLE PAINT AND BODY REHAB – MTS DOC. NO. L0884.0-09
COST PROPOSAL - CONTINUED

BASE YEAR TWO (2) – September 1, 2010 – August 31, 2011

| # | DESCRIPTION | EST. QUANTITY | Unit Issue | UNIT PRICE | TOTAL |
|--|---|-------------------------|------------|------------|------------|
| <u>LRV ACCIDENT AND VANDALISM REPAIR LABOR RATES AND MATERIAL COSTS</u> | | | | | |
| 1 | Fixed priced per hour rate for LRV body repair labor. | 3000* | Hour | \$ 32 | \$ 96,000 |
| 2 | Fixed price per hour rate for Preparation and Paint Labor. | 3000* | Hour | \$ 32 | \$ 96,000 |
| 3 | Fixed price per hour rate for Decal Application and Removal / General Labor. | 3000* | Hour | \$ 32 | \$ 96,000 |
| 4 | Material includes, but is not limited to, Dupont products, caulk, metals, and other similar materials needed to effectively perform required work. Materials shall not include expendable items (such as tape, sandpaper, etc.) or other trade tools required to perform the work. Contractor shall submit his or her proposal with unit pricing on all materials proposed. Contractor shall invoice MTS for materials at the actual cost received from the Contractor's supplier. All materials invoiced shall be in direct support of the MTS requirement for accident and vandalism repair. Any reimbursements for materials shall be accompanied by an invoice provided by the Contractor's supplier. | Not to Exceed Allowance | | | \$100,000 |
| <u>Option Item</u> | | | | | |
| 5 | Fixed Pricing: Total cost shall include all materials, labor, tools, and supervision needed to successfully perform paint preparation work, body repair work, and paint work, in accordance to the statement of work and Dupont technical specifications and procedures, for the Siemens Model SD100 LRV. This line item will be exercised at the sole discretion of MTS contingent upon the availability of funding. | 10* | Each | \$ 29,500 | \$ 295,000 |
| 6 | Sub-Total: | | | | \$ 683,000 |
| 7 | CA Sales Tax (if applicable): | | | | \$ |
| 8 | TOTAL FOR YEAR TWO (2): | | | | \$ 683,000 |

BASE YEAR THREE (3) – September 1, 2011 – August 31, 2012

| # | DESCRIPTION | EST. QUANTITY | Unit Issue | UNIT PRICE | TOTAL |
|--|---|-------------------------|------------|------------|------------|
| LRV ACCIDENT AND VANDALISM REPAIR LABOR RATES AND MATERIAL COSTS | | | | | |
| 1 | Fixed priced per hour rate for LRV body repair labor. | 3000* | Hour | \$ 32 | \$ 96,000 |
| 2 | Fixed price per hour rate for Preparation and Paint Labor. | 3000* | Hour | \$ 32 | \$ 96,000 |
| 3 | Fixed price per hour rate for Decal Application and Removal / General Labor. | 3000* | Hour | \$ 32 | \$ 96,000 |
| 4 | Material includes, but is not limited to, Dupont products, caulk, metals, and other similar materials needed to effectively perform required work. Materials shall not include expendable items (such as tape, sandpaper, etc.) or other trade tools required to perform the work. Contractor shall submit his or her proposal with unit pricing on all materials proposed. Contractor shall invoice MTS for materials at the actual cost received from the Contractor's supplier. All materials invoiced shall be in direct support of the MTS requirement for accident and vandalism repair. Any reimbursements for materials shall be accompanied by an invoice provided by the Contractor's supplier. | Not to Exceed Allowance | | | \$105,000 |
| 5 | Sub-Total: | | | | \$ 393,000 |
| 6 | CA Sales Tax (if applicable): | | | | \$ |
| 7 | TOTAL FOR YEAR THREE (3): | | | | \$ 393,000 |

PROPOSER ACCEPTS RESPONSIBILITY FOR ACCURACY AND PRESENTATION OF THE ABOVE NUMBERS.

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METROPOLITAN TRANSIT SYSTEM (MTS)

LIGHT RAIL VEHICLE PAINT AND BODY REHAB – MTS DOC. NO. L0884.0-09
COST PROPOSAL - CONTINUED**YEAR FOUR (4) OPTION YEAR ONE (1) – September 1, 2012 – August 31, 2013**

| # | DESCRIPTION | EST. QUANTITY | Unit Issue | UNIT PRICE | TOTAL |
|--|---|-------------------------|------------|------------|------------|
| LRV ACCIDENT AND VANDALISM REPAIR LABOR RATES AND MATERIAL COSTS | | | | | |
| 1 | Fixed priced per hour rate for LRV body repair labor. | 3000* | Hour | \$ 32 | \$ 96,000 |
| 2 | Fixed price per hour rate for Preparation and Paint Labor. | 3000* | Hour | \$ 32 | \$ 96,000 |
| 3 | Fixed price per hour rate for Decal Application and Removal / General Labor. | 3000* | Hour | \$ 32 | \$ 96,000 |
| 4 | Material includes, but is not limited to, Dupont products, caulk, metals, and other similar materials needed to effectively perform required work. Materials shall not include expendable Items (such as tape, sandpaper, etc.) or other trade tools required to perform the work. Contractor shall submit his or her proposal with unit pricing on all materials proposed. Contractor shall invoice MTS for materials at the actual cost received from the Contractor's supplier. All materials invoiced shall be in direct support of the MTS requirement for accident and vandalism repair. Any reimbursements for materials shall be accompanied by an invoice provided by the Contractor's supplier. | Not to Exceed Allowance | | | \$110,000 |
| 5 | Sub-Total: | | | | \$ 398,000 |
| 6 | CA Sales Tax (if applicable): | | | | \$ |
| 7 | TOTAL FOR YEAR FOUR(4): | | | | \$ 398,000 |

YEAR FIVE (5) OPTION YEAR TWO (2) – September 1, 2013 – August 31, 2014

| # | DESCRIPTION | EST. QUANTITY | Unit Issue | UNIT PRICE | TOTAL |
|--|---|-------------------------|------------|------------|------------|
| LRV ACCIDENT AND VANDALISM REPAIR LABOR RATES AND MATERIAL COSTS | | | | | |
| 1 | Fixed priced per hour rate for LRV body repair labor. | 3000* | Hour | \$ 32 | \$ 96,000 |
| 2 | Fixed price per hour rate for Preparation and Paint Labor. | 3000* | Hour | \$ 32 | \$ 96,000 |
| 3 | Fixed price per hour rate for Decal Application and Removal / General Labor. | 3000* | Hour | \$ 32 | \$ 96,000 |
| 4 | Material includes, but is not limited to, Dupont products, caulk, metals, and other similar materials needed to effectively perform required work. Materials shall not include expendable items (such as tape, sandpaper, etc.) or other trade tools required to perform the work. Contractor shall submit his or her proposal with unit pricing on all materials proposed. Contractor shall invoice MTS for materials at the actual cost received from the Contractor's supplier. All materials invoiced shall be in direct support of the MTS requirement for accident and vandalism repair. Any reimbursements for materials shall be accompanied by an invoice provided by the Contractor's supplier. | Not to Exceed Allowance | | | \$115,000 |
| 5 | Sub-Total: | | | | \$ 403,000 |
| 6 | CA Sales Tax (if applicable): | | | | \$ |
| 7 | TOTAL FOR YEAR FIVE (5): | | | | \$ 407,000 |

PROPOSER ACCEPTS RESPONSIBILITY FOR ACCURACY AND PRESENTATION OF THE ABOVE NUMBERS.

***Estimated quantities are for proposal purposes only. The quantities do not reflect guaranteed usage by MTS.**

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METROPOLITAN TRANSIT SYSTEM (MTS)

LIGHT RAIL VEHICLE PAINT AND BODY REHAB – MTS DOC. NO. L0884.0-09
COST PROPOSAL – CONTINUED

| | |
|---|---------------------|
| CONTRACT YEAR ONE (1) TOTAL: | \$ 796,000 |
| CONTRACT YEAR TWO (2) TOTAL | \$ 683,000 |
| CONTRACT YEAR THREE (3) TOTAL: | \$ 393,000 |
| CONTRACT YEARS 1-3 SUBTOTAL: | \$ 1,872,000 |
| CONTRACT YEAR FOUR (4) OPTION YEAR ONE (1) TOTAL: | \$ 398,000 |
| CONTRACT YEAR FIVE (5) OPTION YEAR TWO (2) TOTAL | \$ 403,000 |
| GRAND TOTAL FOR 5 YEAR CONTRACT: (3 Base Years + 2 Option Years) | \$ 2,673,000 |

*THE QUANTITIES DESCRIBED AND DISPLAYED ON THESE PRICING FORMS ARE FOR PROPOSING PURPOSES ONLY. THEY REPRESENT WHAT MTS/SDTI ANTICIPATES AS A REQUIREMENT, BUT MTS/SDTI DOES NOT GUARANTEE THIS QUANTITY. THE ACTUAL QUANTITY ORDERED MAY BE MORE OR LESS THAN WHAT IS ANTICIPATED ON THE PRICING FORM, AND IT IS DICTATED BY MTS/SDTI'S ACTUAL REQUIREMENTS AND THE AVAILABLE FUNDING AT THE TIME EACH ORDER IS INITIATED.

Read attached General Provisions carefully. They are a part of your proposal. Unit prices will prevail regardless of extensions submitted by the Proposer. The following Addenda have been noted and attached hereto:

F.O.B. POINT: San Diego Trolley, Inc.
Attn: Lee Summerlott
1341 Commercial Street
San Diego, CA 92113

FIRM / COMPANY NAME:

CARLOS GUZMAN INC
CORPORATION

LEGAL STRUCTURE (Corp./Partner/Proprietor):

ADDRESS:

1619 CRESTON ST.

CITY, STATE & ZIP:

SIGNAL HILL, CA 90755

PHONE NUMBER:

(562) 427-8497

FAX NUMBER:

(562) 985-1507

E-MAIL ADDRESS:

cguzman74@mac.com

AUTHORIZED SIGNATURE:

[Signature]

PRINT NAME OF PERSON AUTHORIZED TO SIGN:

CARLOS GUZMAN

TYPE OR PRINT NAME:

CARLOS GUZMAN

TITLE:

PRESIDENT

DATE:

6/1/09

PROPOSER ACCEPTS RESPONSIBILITY FOR ACCURACY AND PRESENTATION OF THE ABOVE NUMBERS.

NOTE: ALL PROPOSERS MUST COMPLETE PROPOSAL FORMS AS PROVIDED, FAILURE TO DO SO WILL DEEM THE PROPOSAL NON-RESPONSIVE.

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RETAIN OTHER PAGES FOR YOUR RECORDS



1255 Imperial Avenue, Suite 1000
San Diego, CA 92123
619.557-4576
FAX 619.696.7084

Att. C, AI 7, 10/27/11

PRICE ANALYSIS

The previous LRV Vandalism and Accident Repair Services contract was done in 2005 for a five year contract term valued at \$2,200,000.00 compared to the current contract valued at \$1,900,000.00, which by comparison is a 13.636 % decrease in cost.

MTS Current contract Doc. No. L0884.0-09

Base Year One \$383,000.00

Base Year Two \$388,000.00

Base Year Three \$393,000.00

Option Year One \$398,000.00 Price Adjustment of 1.272 %

Option Year Two \$403,000.00 Price Adjustment of 1.256 %

By comparing the previous contract to the current agreement overall cost saving are very favorable to MTS and minimal price adjustments for optional years one and two.



Metropolitan Transit System (MTS) is comprised of the Metropolitan Transit Development Board (MTDB) a California public agency, San Diego Transit Corp., and San Diego Trolley, Inc., in cooperation with Chula Vista Transit and National City Transit. MTS is Taxicab Administrator for eight cities. MTDB is owner of the San Diego and Arizona Eastern Railway Company. MTDB Member Agencies include: City of Chula Vista, City of Coronado, City of El Cajon, City of Imperial Beach, City of La Mesa, City of Lemon Grove, City of National City, City of Poway, City of San Diego, City of Santee, and the County of San Diego.



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Agenda

Item No. 8

MEETING OF THE METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 27, 2011

SUBJECT:

AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO (LOSSAN) RAIL CORRIDOR AGENCY

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute an amendment to the Joint Powers Agreement of the LOSSAN to add the Riverside County Transportation Commission as a nonvoting, ex officio member.

Budget Impact

None.

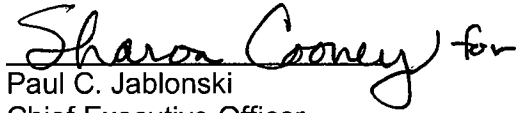
DISCUSSION:

The LOSSAN Rail Corridor Agency is a joint-powers authority that seeks to increase ridership, revenue, capacity, reliability, and safety on the coastal rail line from San Diego to Los Angeles to San Luis Obispo. Known as Amtrak's Pacific Surfliner corridor, it is the second busiest intercity passenger rail corridor nationwide and Amtrak's fastest growing. North County Transit District (NCTD) COASTER, Southern California Regional Rail Authority's Metrolink commuter trains, and Burlington Northern Santa Fe (BNSF) Railway freight trains also share the 351-mile corridor. LOSSAN is governed by a Board of Directors whose voting members include:

- MTS, NCTD, & SANDAG (2 votes total)
- California Department of Transportation
- L.A. County Metro. Transp. Authority
- Orange County Transp. Authority
- San Luis Obispo Council of Gov.
- Santa Barbara County Assoc. of Gov.
- Ventura County Transp. Commission



The Southern California Association of Governments (SCAG) is an ex officio member.
Today's action would add the Riverside County Transportation Commission as a
nonvoting, ex officio member.


Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

OCT27-11.8.LOSSAN MOU.COONEY

Attachment: A. Amended LOSSAN Joint Exercise of Powers Agreement (redline version)

AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
**CONCERNING THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL
CORRIDOR AGENCY**

INTRODUCTION

This Agreement is made and entered into in the State of California by and among the following public agencies that are parties of this Agreement:

Los Angeles County Metropolitan Transportation Authority;

Orange County Transportation Authority;

North County Transit District;

San Diego Metropolitan Transit System;

California Department of Transportation;

Southern California Association of Governments;

San Diego Association of Governments;

Ventura County Transportation Commission;

Santa Barbara County Association of Governments;

San Luis Obispo Council of Governments;

National Railroad Passenger Corporation;

California High-Speed Rail Authority;

Riverside County Transportation Commission

RECITALS

WHEREAS, some, but not all of the parties to this Agreement had entered into that certain joint exercise of powers agreement to establish the Los Angeles-San Diego Rail Corridor Agency, effective February 6, 1989, but desire to amend and restate such existing joint exercise of powers agreement as provided herein; and

WHEREAS, the parties to this Joint Exercise of Powers Agreement recognize the need for a public agency to oversee increases in the level of intercity passenger rail service in the travel corridor between San Diego, Los Angeles and San Luis Obispo, and improvements to the facilities that will ensure reduced travel times and that will aid the joint operation of freight and passenger service in the Corridor; and

WHEREAS, the Los Angeles-San Diego State Rail Corridor Study Group created pursuant to Senate Bill 1095 (Chapter 1313, Statutes of 1985) analyzed the feasibility of increasing the level of intercity passenger service in the corridor and instituting commuter rail service from San Clemente to Union Station in Los Angeles and from Oceanside to San Diego; identified and recommended improvements to track and right-of-way to accommodate the higher levels of service; and recommended the creation of a joint exercise of powers agency to oversee the implementation of additional intercity rail passenger service and the necessary track improvements; and

WHEREAS, the parties to this Agreement believe that the joint exercise of their powers will provide an organization capable of implementing the recommendations contained in the State Rail Corridor Study Group's June 1987 report entitled, *Los Angeles-San Diego State Rail Corridor Study*, and undertaking related efforts to improve corridor services and facilities and coordinate sub-corridor commuter rail services with corridor services; and

WHEREAS, each party to this Agreement is authorized to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Division 7, Title 1 of the Government Code of the State of California;

WHEREAS, rail service on the coast corridor has been extended to Ventura, Santa Barbara, and San Luis Obispo Counties;

NOW THEREFORE, in consideration of the recitals, the parties to this Agreement agree to the following:

1.0 DEFINITIONS

- 1.1 **Agency** means the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency.
- 1.2 **Governing Board or Board** means the Board of Directors of the Agency.
- 1.3 **LOSSAN** is the acronym for Los Angeles-San Diego-San Luis Obispo.
- 1.4 **Voting member agencies** mean Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, San Diego Metropolitan Transit System, North County Transit District, San Diego Association of Governments, Ventura County Transportation Commission, Santa Barbara County Association of Governments, San Luis Obispo Council of Governments and California Department of Transportation.

- 1.5 **Ex-officio non-voting member agency** means the Southern California Association of Governments, the National Railroad Passenger Corporation (Amtrak), ~~and California High-Speed Rail Authority~~ and the Riverside County Transportation Commission.
- 1.6 **Regional Transportation Planning Agency** means an entity authorized to prepare a regional transportation plan pursuant to Government Code Section 65080.
- 1.7 **Corridor City** means a city adjacent to the LOSSAN right-of-way.
- 1.8 **Southern California Regional Rail Authority** means the institutional structure developed under Article 10 of Chapter 4 of Division 12 of the Public Utilities Code, Sections 130450-130455, for coordination of Southern California commuter rail passenger services in the counties of Los Angeles, Orange, Riverside, San Bernardino, and Ventura.
- 1.9 **LOSSAN North** is defined as Ventura, Santa Barbara, and San Luis Obispo Counties.
- 1.10 **LOSSAN South** is defined as Los Angeles, Orange, and San Diego Counties.
- 1.11 **Fiscal Year** means from July 1 to and including the following June 30.
- 1.12 **California State Rail Plan** is prepared every two years by the California Department of Transportation as an examination of passenger and freight rail transportation in California, in accordance with Section 14036 of the Government Code.

2.0 CREATION OF AGENCY

There is hereby created an organization to be known as the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency, hereafter "Agency", which shall be a public entity separate and apart from any member agency. The Agency shall be governed by the terms of this Joint Exercise of Powers Agreement and any Bylaws passed and adopted by its Governing Board.

3.0 PURPOSES

The specific purposes for the creation of the Agency and the exercise of common powers are as follows:

- 3.1 Plan, program, and fund improvements for intercity rail passenger services and facilities in the LOSSAN corridor, including the acquisition or leasing of right-of-way, stations and station sites; the leasing or acquisition of equipment; and related activities.

- 3.2 Negotiate for and accept funds to be expended for the purpose of providing and improving intercity rail passenger services and activities.
- 3.3 Review and comment on facility, service, and operational plans and programs of the agency or agencies operating sub-corridor commuter rail service in the LOSSAN Corridor.
- 3.4 Coordinate facility, service, and operational plans and programs with other organizations providing rail passenger service in the Southern California Region or with whom the Agency may share common facilities, including the agency or agencies operating sub-corridor commuter rail service in the LOSSAN Corridor, the BNSF Railway and Union Pacific or their successor corporations, and the National Railroad Passenger Corporation (Amtrak).
- 3.5 Advocate before local, regional, state, and federal officials and agencies for improvements to services and facilities for the corridor.

4.0 POWERS OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY

As may be necessary for the accomplishment of the purposes of this Agreement, the Agency shall have the power in its own name to undertake the following:

- 4.1 To exercise in the manner provided by this Agreement the powers common to each of the voting members and necessary to the accomplishment of the purposes of this Agreement.
- 4.2 To make and enter into contracts.
- 4.3 To employ agents and employees.
- 4.4 To contract for the services deemed necessary to meet the purposes of the Agency.
- 4.5 To acquire, by lease, purchase, or lease-purchase, and to hold and dispose of real and personal property necessary to carry out the purposes of this Agreement.
- 4.6 To construct, manage, and maintain facilities and services.
- 4.7 To sue and be sued in its own name.
- 4.8 To incur debts, liabilities, or obligations. However, the debts, liabilities, and obligations of the Agency shall not constitute any debt, liability, or obligation of any of the agencies that are parties to this Agreement.
- 4.9 To apply for and accept grants for financial aid pursuant to any applicable state or federal statutes.

- 4.10 To exercise any of the powers set forth in Section 6508 of the Government Code. In exercising these powers, the Agency is subject to the restrictions upon the manner of exercising the powers of the Los Angeles County Metropolitan Transportation Authority or its successor agency.
- 4.11 To exercise such other powers and to engage in such other activities as are authorized by law (except bonding powers) and approved by the Board.

5.0 GOVERNING BOARD OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY

The composition of the membership of the Governing Board shall be as follows:

5.1. Voting Members of the Governing Board

All powers of the Agency shall be exercised by the Governing Board. The Governing Board shall be selected and composed as follows and each member agency's appointee(s) shall have one vote unless otherwise noted:

1. Two members appointed by the Los Angeles County Metropolitan Transportation Authority; one from its own membership or former membership, and one from its own membership, former membership or selected by the Authority from a corridor city.
2. Two members appointed by the Orange County Transportation Authority selected from its own membership or former membership.
3. A member appointed by the San Diego Metropolitan Transit System selected from its own membership or former membership.
4. A member appointed by the North County Transit District selected from its own membership or former membership.
5. A member appointed by the San Diego Association of Governments selected from its own membership or former membership.
6. While three members of the Governing Board shall represent San Diego County (San Diego Metropolitan Transit System, North County Transit District, and San Diego Association of Governments), these three members shall have a total of two votes. This voting procedure shall be specified by separate agreement among the three San Diego County member agencies.
7. A member appointed by the Ventura County Transportation Commission selected from its own membership or former membership.
8. A member appointed by the Santa Barbara County Association of Governments selected from its own membership or former membership.

9. A member appointed by the San Luis Obispo Council of Governments selected from its own membership or former membership.
10. The Caltrans Director or designee.
11. Each voting member agency may appoint alternates to serve in the absence of the regular appointee.

5.2 Ex-Officio Member of the Governing Board

1. The Southern California Association of Governments shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the Board. The ex-officio member may appoint alternates to serve in the absence of the regular appointee.
2. The National Railroad Passenger Corporation (Amtrak) shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the board, preferably from its Board of Directors. The ex-officio member may appoint alternatives to serve in the absence of the regular appointee.
3. California High-Speed Rail Authority shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the board, preferably from its Board of Directors. The ex-officio member may appoint alternatives to serve in the absence of the regular appointee.
4. The Riverside County Transportation Commission shall be a non-voting, ex-officio member of the Governing Board and shall designate a representative to the board, preferably from its Board of Directors. The ex-officio member may appoint alternatives to serve in the absence of the regular appointee.

All powers of the Agency shall be exercised by the Governing Board.

6.0 RELATIONSHIP OF THE LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY TO EXISTING AND FUTURE SUB-CORRIDOR COMMUTER RAIL AGENCIES

The Agency will endeavor to ensure that there is coordination between itself and any sub-corridor commuter rail agency which uses the same facilities to provide commuter rail services as are used by the intercity passenger rail corridor service.

7.0 OFFICERS AND APPOINTEES OF THE GOVERNING BOARD AND THE AGENCY

- 7.1 The officers of the Governing Board, selected from among its voting membership, shall be a Chair and Vice-Chair. The term of office shall be one year.
- 7.2 The officers of the Agency shall be:
 - 7.2.1 The Treasurer of one of the voting member agencies, designated by a majority of a quorum of the Governing Board, may serve as the Treasurer of the Agency. The Treasurer shall be the depository of funds and have custody of all funds of the Agency from whatever source.
 - 7.2.2 The Auditor of one of the voting member agencies, designated by a majority of a quorum of the Governing Board, may serve as the Auditor-Controller of the Agency. The Auditor-Controller shall draw warrants or check-warrants against the funds of the Agency in the Treasury when the demands are approved by the Board of Directors or such other persons as may be specifically designated for the purpose in the Bylaws.
- 7.3 The Auditor-Controller and the Treasurer shall comply with all duties imposed under Article 1, Chapter 5, Division 7, Title I, of the California Government Code commencing with Section 6500.
- 7.4 The Executive Director shall serve at the pleasure of the Board:
 - 7.4.1 The Governing Board may appoint such an Executive Director. The Agency shall obtain an official bond in an amount determined by the Board guaranteeing faithful performance of the Executive Director's duties.
 - 7.4.2 At the discretion of the Governing Board, duties of the Executive Director may be assigned to a voting member agency's staff person.

8.0 ANNUAL BUDGET

The Governing Board shall approve a preliminary administrative budget and a capital improvement program for the succeeding fiscal year no later than April 1 of each year. The Board shall adopt a final budget no later than June 30 of each year. No funding or financial obligations are created against any member agency solely as a consequence of executing this Agreement.

9.0 FUNDING FOR THE AGENCY

In addition to any funds derived from grants provided for in Section 4.9 of this Agreement, the voting member agencies (except California Department of Transportation) shall consider, through their agency's budgetary process, contribution of funds necessary to carry out the purposes and powers of the Agency, consistent with the Agency's adopted budget and any cost sharing formula adopted by the voting member agencies.

10.0 QUORUM

At least five of the voting member agencies of the Governing Board, including at least one member from each county of Orange, San Diego, and Los Angeles and at least one voting member from LOSSAN North shall constitute a quorum for the transaction of business and all official acts of the Agency.

11.0 RALPH M. BROWN ACT

All meetings of the Agency shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code).

12.0 BYLAWS

The Board may adopt from time to time Bylaws as may be required for the conduct of its meetings and the orderly operation of the Agency.

13.0 COMMITTEES

The Board shall create the following committees:

13.1 The Board shall form a Technical Advisory Committee (TAC) to review on behalf of the Board technical issues associated with the improvements in passenger rail service and related facilities in the LOSSAN Corridor, including stations and rights-of-way, the coordination of public mass transit services and facilities, the coordination of passenger and freight services in the Corridor and other technical matters. The membership of the Committee is authorized in the Bylaws.

13.2 The Board shall form other committees as are necessary.

14.0 COOPERATION WITH OTHER AGENCIES

14.1 In order to conserve fiscal resources, the Board shall take actions to ensure that the technical expertise, results of previous analysis related to passenger rail service in the LOSSAN Corridor, information bases, and other data available from member and other relevant agencies shall, to the extent feasible, be fully utilized.

- 14.2 In order to ensure that improvements to intercity rail passenger services and facilities are consistent with the California State Rail Plan, the Agency shall submit an annual plan or program for expenditures in the Corridor prior to the beginning of each fiscal year to the California Department of Transportation. In order to coordinate improvements with the corridor's Regional Transportation Planning Agencies (RTPAs), this annual plan or program for expenditures shall be submitted to the Southern California Association of Governments, San Diego Association of Governments, Santa Barbara County Association of Governments and San Luis Obispo Council of Governments. Each RTPA shall determine whether or not the annual plan or program is consistent with the Regional Transportation Plan for its area of jurisdiction. The Agency shall submit an annual plan or program for expenditures in the Corridor to Amtrak, for its review when developing its Strategic Guidance and Five-Year Financial Plan.

15.0 DURATION OF AGREEMENT

This Agreement shall continue in full force and effect until such time that a majority of the voting member agencies determine it is in the public interest to dissolve the Agency. This does not preclude member agencies from exercising their right to withdraw their membership in the Agency. Ninety day written notice shall be given.

16.0 DISPOSITION OF ASSETS

Upon termination of this Agreement, any money in possession of the Agency after the payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement shall be returned to the member agencies in proportion to their contributions determined as of the time of termination. Land and fixed facilities shall revert to the voting member agencies in which they are located. Rolling stocks shall become the property of California Department of Transportation for use in the Corridor.

17.0 NOTICE

Addresses of the parties to the Agreement for the purpose of formal communications among the signatories.

Los Angeles County Metropolitan Transportation Authority
1 Gateway Plaza
Los Angeles, CA 90012-2952
(213) 922-3041

Orange County Transportation Authority
550 S. Main St.
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282

North County Transit District
810 Mission Avenue
Oceanside, CA 92054
(760) 967-2828

San Diego Metropolitan Transit System
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101
(619) 231-1466

California Department of Transportation
P.O. Box 942874
Sacramento, CA 94274-0001
(916) 323-0742

Southern California Association of Governments
818 W 7th Street, 12 Floor
Los Angeles, CA 90017-3435
(213) 236-1800

San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101
(619) 595-5300

Ventura County Transportation Commission
950 County Square Avenue, Suite 207
Ventura CA 93003
(805) 642-1591

Santa Barbara County Association of Governments
260 North San Antonio Road, Suite B
Santa Barbara CA 93110
(805) 961-8900

San Luis Obispo Council of Governments
1114 Marsh Street
San Luis Obispo, CA 93401
(805) 781-4219

Amtrak
510 Water Street, 5th Floor
Oakland CA 94607
(510) 238-4300

California High-Speed Rail Authority
925 L Street Suite 1425

Sacramento CA 95814
(916) 324-1541

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
P.O. Box 12008
Riverside CA 92502-2208
(951) 787-7141

18.0 AUDIT

The Agency shall provide for the accountability of all funds and shall provide for an annual audit pursuant to Section 6506 of the Government Code.

19.0 AMENDMENTS TO THE AGREEMENT

This Agreement may be amended at any time by the unanimous Agreement of the voting member agencies.

20.0 AGREEMENT, COMPLETE

This Agreement constitutes the full and complete Agreement of the parties. This Agreement shall be effective when all member agencies have approved and signed this Agreement. This Agreement shall supercede the Joint Powers Agreement to establish the Los Angeles – San Diego Rail Corridor Agency dated February 6, 1989 and subsequent amendments adopted prior to the dates indicated below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials on the dates indicated below.

21.0 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

[AGENCY NAME HERE]

Date:

By:

{ name, title }



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Agenda

Item No. 9

MEETING OF THE METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 27, 2011

SUBJECT:

FEDERAL LEGISLATIVE REPRESENTATION

RECOMMENDATION:

That the Board of Directors

1. ratify the Chief Executive Officer's (CEO) approval of Amendment No. 1 to Task Order 5 of the San Diego Association of Governments' (SANDAG's) contract with Blank Rome Government Relations, LLP; and
2. authorize the CEO to execute Amendment No. 2 to Task Order 5 (Attachment A) of SANDAG's contract with Blank Rome Government Relations, LLP effective November 1, 2011.

Budget Impact

The total annual triagency cost would be \$155,297. MTS's share of the cost for the 12-month period would be \$38,824. Recommended amounts are contained within the fiscal year 2010 budget.

DISCUSSION:

As part of the consolidation of the region's transportation agencies, the San Diego Association of Governments (SANDAG) initiated a joint procurement for federal legislative services in 2005. The purpose of the joint procurement was to enhance the federal advocacy efforts of North County Transit District (NCTD), the San Diego Association of Governments (SANDAG), and MTS. The MTS Board approved funding for a contract with Blank Rome Government Relations, LLP (Peter Peyser, Principal), on October 27, 2005. Based on the joint agreement and with the CEO's concurrence, SANDAG authorized Task Order No. 2 in October 2006.



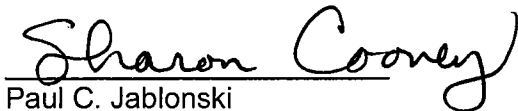
1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • www.sdmts.com

Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations), and San Diego Vintage Trolley, Inc., a 501(c)(3) nonprofit corporation, in cooperation with Chula Vista Transit. MTS is the taxicab administrator for seven cities. MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.

The contract with Blank Rome includes a one-year base contract with four option years. Each of the first two years was secured at a fixed cost of \$144,000 of which MTS was responsible for \$36,000, NCTD for \$36,000, and SANDAG for \$72,000. Execution of the third task order was authorized by the Board on November 8, 2007, at a cost of \$147,888 based on the agreed-upon Consumer Price Index escalation, and MTS's share was \$36,972. Task Order No. 4 was authorized by the Board on October 16, 2008, at a cost of \$152,028, and MTS's share was \$38,007. On October 22, 2009, the Board approved Task Order No. 5, which authorized the continuation of the agreement at a cost of \$38,824 for MTS's share.

A first amendment to Task Order 5 was executed as a sole-source procurement by SANDAG in August 2010 with agreement by the MTS CEO to continue the agency's 1/4th participation (\$38,824).

Federal Reauthorization of the Surface Transportation Act continues to be debated, and the region continues to seek a Full Funding Grant Agreement for the Mid-Coast Trolley Extension. Because of these ongoing, critical federal activities, staffs from the three agencies recommend continuing the contractual relationship with Blank Rome Government Relations, LLP through October 31, 2012.



Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, Sharon.Cooney@sdmts.com

OCT27-11.9.BLANKROME.COONEY.

Attachment: A. Amendment No. 2 to Task Order 5

**AMENDMENT 2
TO TASK ORDER 5 BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND
BLANK ROME GOVERNMENT RELATIONS, LLC**

SANDAG DOCUMENT 5000276 — OWP 7300400

1. Under the Agreement between the San Diego Association of Governments ("SANDAG") and Blank Rome Government Relations, LLC ("Contractor"), dated November 1, 2005, Contractor is responsible for providing Federal Legislative Representation Services and Deliverables. All of the terms of said Agreement are incorporated herein by reference.
2. Task Order 5 authorized Contractor to commence performance on Federal Legislative Representation Services according to the terms of the Agreement, Agreement Amendment 3, and the Task Order, and is dated November 1, 2009.
3. Task Order 5 is hereby amended in accordance with the boxes marked below.
 - ☒ The parties wish to extend the period of performance for this Task Order to October 31, 2012. SANDAG will not pay for services rendered by Contractor on this Task Order after this amended termination date. If Contractor chooses to perform any work after the new termination date in this paragraph, Contractor will be performing such work as a volunteer and will not be paid for such services.
 - ☐ This is a no-cost extension of time with no change to the scope of work.
 - ☐ SANDAG and Contractor agree that the scope of work for Task Order Number number needs to be amended. The amended Scope of Work is attached hereto as Exhibit A.
 - ☒ Contractor shall be paid an amount not to exceed \$155,296.60 for additional work performed pursuant to this Task Order. This amount is based on Exhibit B (Fee Schedule), which is attached hereto.
 - ☒ The maximum amount authorized by this Task Order is increased to \$465,889.80.
 - ☐ The maximum amount of this Task Order remains \$dollar amount or enter \$0 if not checked.
4. This Amendment to Task Order 5 may be executed and delivered by facsimile signature, and a facsimile signature shall be treated as an original. This Task Order may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

5. Contractor shall remain bound to the terms of the Agreement, Task Order, and any prior amendments except to the extent the terms of this Amendment conflict with the Agreement, this Task Order, or any prior amendments, in which case this Amendment shall supersede. Nothing in this Amendment 3 relieves Contractor of its obligation to perform as required by the Agreement and any Task Orders or prior amendments unless expressly stated herein. All other provisions of said Agreement and any Task Orders or prior amendments not amended herein shall remain in full force and effect.

The persons below assert that they are authorized to execute this Amendment to Task Order and have executed it effective as of this _____ day of _____, 2011.

SAN DIEGO ASSOCIATION
OF GOVERNMENTS

BLANK ROME GOVERNMENT RELATIONS, LLC

GARY L. GALLEGOS
Executive Director

PETER PEYSER, JR.
Senior Principal

APPROVED AS TO SUFFICIENCY OF FORM AND
LEGALITY:

Office of General Counsel

**EXHIBIT B
FEE SCHEDULE**

| YEAR | MONTHLY | ANNUAL FEE | TERMS AND CONDITIONS |
|-------------------------|---|-------------------|---|
| 11/01/2005-10/31/2006 | \$12,000 | \$144,000 | FLAT FEE, ALL INCLUSIVE, INCLUDES EXPENSES INCURRED IN THE COURSE OF REPRESENTATION (E.G., TRANSPORTATION, TRAVEL, ENTERTAINMENT, LEGISLATIVE PUBLICATIONS, PHONE, COPYING, AND REPORT PREPARATION, ETC.) |
| 11/01/2006-10/31/2007 | \$12,000 | \$144,000 | FLAT FEE, ALL INCLUSIVE, INCLUDES EXPENSES INCURRED IN THE COURSE OF REPRESENTATION (E.G., TRANSPORTATION, TRAVEL, ENTERTAINMENT, LEGISLATIVE PUBLICATIONS, PHONE, COPYING, AND REPORT PREPARATION, ETC.) |
| 11/01/2007-10/31/2010 | <p>FEE RATE ESCALATION AGREEMENT:</p> <p>PRICE ADJUSTMENTS ARE PERMITTED FOR CHANGES IN THE CONSULTANT'S FLAT FEE. PRICE INCREASES WILL BE AUTHORIZED FOR THE SERVICE YEARS THREE (3), FOUR (4), AND FIVE (5) BASED ON AN ANNUAL AVERAGE OF THE CONSUMER PRICE INDEX (CPI) UP TO THE MAXIMUM OF ALLOWABLE 4%.</p> <p>CONSULTANT SHALL GIVE NOT LESS THAN 30 DAYS' ADVANCE NOTICE OF ANY PRICE INCREASE TO SANDAG PROJECT MANAGER. ANY APPROVED PRICE CHANGES WILL BE EFFECTIVE AT BEGINNING OF EACH SERVICE YEAR FOLLOWING THE END OF THE FULL 30-DAY NOTIFICATION PERIOD.</p> | | |
| 11/01/2010 – 10/31/2011 | \$12,941.38 | \$155,296.60 | FLAT FEE FOR CONSULTANT SERVICES |
| 11/01/2011 – 10/31/2012 | \$12,941.38 | \$155,296.60 | FLAT FEE FOR CONSULTANT SERVICES |



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Agenda Item No. 30

MEETING OF THE METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 27, 2011

SUBJECT:

SEMIANNUAL UNIFORM REPORT OF DISADVANTAGED BUSINESS ENTERPRISE
AWARDS OR COMMITMENTS AND PAYMENTS (KAREN LANDERS)

RECOMMENDATION:

That the Board of Directors receive a report on Disadvantaged Business Enterprise (DBE) Awards or Commitments and Payments and ongoing review of the MTS DBE Program.

Budget Impact

None.

Recommendation by the Executive Committee

At its meeting on October 20, 2011, the Executive Committee recommended forwarding this agenda item to the Board of Directors for approval.

DISCUSSION:

As a Federal Transit Administration (FTA) grantee, MTS complies with the federal regulations set forth in Title 49 of the Code of Federal Regulations Part 26 regarding participation by DBEs in the U.S. Department of Transportation (DOT) Program. The program outlines how MTS ensures that DBE contractors have an equal opportunity to receive and participate in DOT-assisted contracts. Staff will provide results for the second reporting period for federal fiscal year 2011. Ed Salcedo, MTS DBE Consultant from GCAP Services, will provide a report on his ongoing review of the DBE Program.

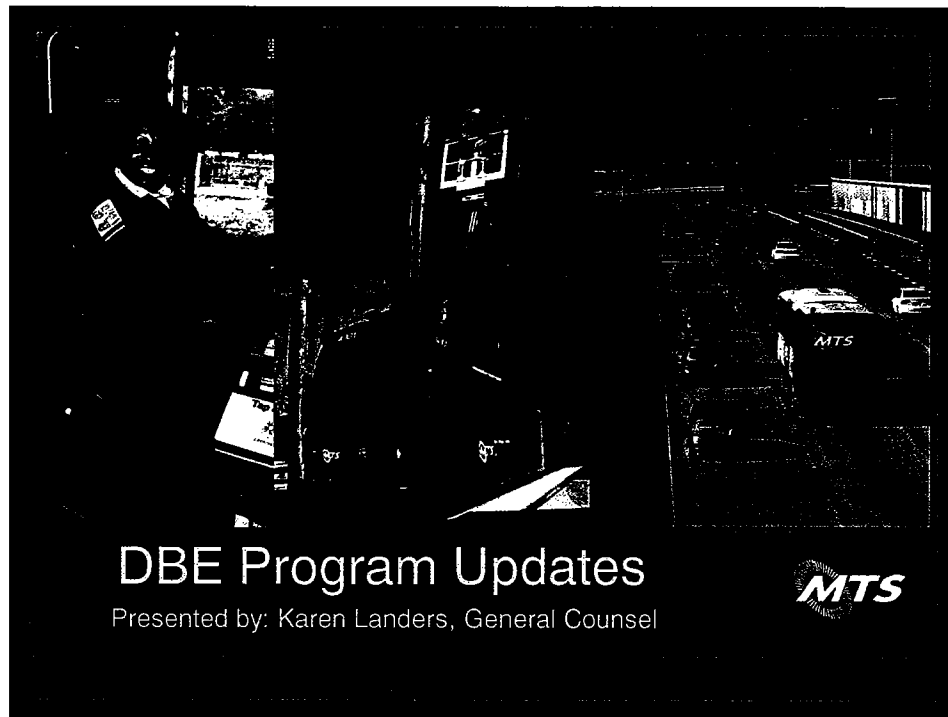
Sharon Cooney for

Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Karen Landers, 619.557.4512, Karen.Landers@sdmts.com

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DBE Program Update

Overview

What is required by MTS?

1. Adopt and Implement a DBE Program.
2. Establish Overall DBE Goals on triennial basis.
3. Perform Good Faith Efforts (GFE) to achieve goals.
4. Monitor compliance with DBE Program by primes and subcontractors.
5. Report Success to FTA.

MTS DBE Program

- Where we were
- Where we are now
- Where we are going

Where we were

Federal DBE Participation

- FY 04 to FY 06 –
 - Contracts awarded 1.68% to 8.57%
 - Contracts completed 1.53% to 26.55%
- FY 07 to FY 10 –
 - Contracts awarded 0.0% to 0.99%
 - Contracts completed 0.0% to 1.94% (*not including first half of FY 07)

Where we are now

Federal DBE Participation

- 2nd Half FY 11 (Apr 1, 2011 – Sept 30, 2011)
 - Contracts awarded – 15.93%
 - Contracts completed – 47.52%
- 1st Half FY 12 (Oct 1, 2011 – Mar 31, 2012)
 - MTS expects favorable DBE utilization.
- DBE utilization for these periods was accomplished based on MTS procurements and not additional outreach

Where we are now (*continued*)
The Path Forward

- Concrete Steps taken to establish an effective & compliant DBE Program:
 - Hired DBE Subject Matter Expert
 - Preparing DBE Program documents
 - Revising DBE Overall Goal Methodology document to reflect realistic goal for MTS market area
 - Developing outreach strategies to improve DBE participation in MTS procurements

Where we are now (*continued*)
The Path Forward

- Concrete Steps taken to establish an effective & compliant DBE Program (*continued*):
 - Reviewing Solicitation and Contract documents to comply with DBE program requirements
 - Reviewing race-neutral remedies to help DBE participation without use of race and gender means
 - Strategic planning to address new reporting & monitoring requirements

Where are we going?

Compliant and Effective DBE Program

- DBE Program Document
- New Triennial Goal Document to FTA
- New Reporting
- New Monitoring
- SBE program – improve local business participation

| REPORTING PERIOD | | Total Federal \$ | DBE \$ | DBE % | Total Federal \$ | DBE \$ | DBE % |
|------------------------|--|-------------------|-----------------|--------|------------------|------------------|---------|
| Oct 1 03 to Mar 31 04 | | \$ 68,933,772.00 | \$ 3,789,506.00 | 5.50% | \$ 253,216.00 | \$ 67,220.00 | 26.55% |
| Apr 1 04 to Sept 30 04 | | \$ 1,019,427.00 | \$ 22,298.00 | 2.19% | - | - | n/a |
| Oct 1 04 to Mar 31 05 | | \$ 15,427,536.00 | \$ 258,655.00 | 1.68% | \$ 88,441,868.00 | \$ 10,158,403.00 | 11.49% |
| Apr 1 05 to Sept 30 05 | | \$ 7,309,808.00 | \$ 626,128.00 | 8.57% | \$ 53,609,229.00 | \$ 821,053.00 | 1.53% |
| Oct 1 05 to Mar 31 06 | | \$ 16,025,156.00 | \$ 1,231,189.00 | 7.68% | \$ 7,041,539.00 | \$ 898,523.00 | 12.76% |
| Apr 1 06 to Sept 30 06 | | no report | no report | n/a | no report | no report | n/a |
| Oct 1 06 to Mar 31 07 | | \$ 249,875,613.13 | \$ 40,700.00 | 0.02% | \$ 35,600.00 | \$ 35,600.00 | 100.00% |
| Apr 1 07 to Sept 30 07 | | \$ 14,531,851.03 | \$ 144,000.00 | 0.99% | \$ 1,182,111.63 | - | 0.00% |
| Oct 1 07 to Mar 31 08 | | \$ 41,995,633.95 | - | 0.00% | \$ 5,057,656.55 | - | 0.00% |
| Apr 1 08 to Sept 30 08 | | \$ 29,945,298.82 | \$ 30,000.00 | 0.10% | \$ 6,158,102.32 | - | 0.00% |
| Oct 1 08 to Mar 31 09 | | \$ 55,246,022.46 | - | 0.00% | \$ 60,644,404.46 | - | 0.00% |
| Apr 1 09 to Sept 30 09 | | \$ 23,987,652.82 | \$ 135,836.00 | 0.57% | \$ 7,013,082.98 | \$ 135,836.00 | 1.94% |
| Oct 1 09 to Mar 31 10 | | \$ 3,008,808.00 | - | 0.00% | \$ 4,011,752.00 | - | 0.00% |
| Apr 1 10 to Sept 30 10 | | \$ 170,230,393.00 | \$ 12,000.00 | 0.01% | \$ 19,397,031.00 | \$ 12,000.00 | 0.06% |
| Oct 1 10 to Mar 31 11 | | \$ 11,545,746.55 | - | 0.00% | \$ 16,092,041.86 | - | 0.00% |
| Apr 1 11 to Sept 30 11 | | \$ 22,286,323.98 | \$ 3,550,437.92 | 15.93% | \$ 7,766,822.30 | \$ 3,690,492.22 | 47.52% |

| CONTRACTS/ORDERS AWARDED - REDEBAR FUNDS | | | | | | | | | |
|--|--------------------------------|-------------------------------------|-------------|-----|-----------|-----|--|--|--|
| Purchase Orders Issued - Federal Funds | | | | | | | | | |
| PO NUMBER | Organization | Subject | AMOUNT | DBE | DATE | FTA | | | |
| 2988 | CUBIC TRANSPORTATION SYSTEMS | REPAIRS TO HANDHELD UNITS | \$5,000.00 | N | 4/4/2011 | Y | | | |
| 2996 | ARIZONA PACIFIC WOOD PRESERVIN | HARDWOOD TIES | \$17,948.10 | N | 5/3/2011 | Y | | | |
| 3008 | E.F. JOHNSON COMPANY | MOBILE RADIO | \$31,742.42 | N | 5/24/2011 | Y | | | |
| PW0067 | MORRISON METALWELD PROCESS CO. | TRACK MAINTENANCE - WELDING | \$14,378.00 | N | 5/31/2011 | Y | | | |
| 3014 | HKA ELEVATOR CONSULTING, INC. | ELEVATOR CONSULTING SERVICES | \$2,000.00 | N | 6/6/2011 | Y | | | |
| 3035 | VANGENT INC | READING INDEX - 12 20475060 | \$600.54 | N | 7/25/2011 | Y | | | |
| 3040 | HKA ELEVATOR CONSULTING | CONSULTING SVCS FASHION VALLEY ELEV | \$9,250.00 | N | 8/15/2011 | Y | | | |
| 3043 | PROGRESS RAIL SERVICES INC | SWITCH POINTS | \$50,299.96 | N | 8/15/2011 | Y | | | |
| 3038 | DAY WIRELESS SYSTEMS | REMOVE MOTOROLA ZTL 2500 RADIOS | \$4,335.00 | N | 8/15/2011 | Y | | | |
| 3055 | MAINTEX INC | PURCHASE 1 WALK BEHIND FLOOR SCRUBB | \$10,500.00 | N | 9/12/2011 | Y | | | |
| 3058 | IACCESS INC | HID CARDS FOR H/R DEPT | \$2,747.63 | N | 9/15/2011 | Y | | | |
| PW001068 | COMMUNICATION WIRING SPECIALIS | APC HARDWARE MATERIAL AND LABOR | \$1,519.06 | N | 9/26/2011 | Y | | | |
| 3062 | E.F. JOHNSON COMPANY | ES MOBILE RADIO | \$54,861.55 | N | 9/30/2011 | Y | | | |

| Purchase Order Summary | | | | | | | | | |
|-----------------------------------|-----------------------------|---------------------------------------|------------------|-----|-----------------|-----------|------------|-----|--|
| Contracts Awarded - Federal Funds | | | | | | | | | |
| PO Number | Organization | Subject | Amount | DBE | SBE/MBE/WBE/VBE | Day | Completion | FTA | |
| L0955.0-10 | UTC FIRE AND SECURITY | ON BOARD VIDEO SURVEILLANCE SYSTEM | \$3,685,888.93 | N | | 5/2/2011 | 12/31/2017 | Y | |
| G1337.0-11 | SANDAG | MOU PURCHASE 25 TVMS-REIMBURSE SANDAG | \$1,875,000.00 | Y | | 8/25/2011 | | Y | |
| G1313.1-10 | FIRST TRANSIT, INC. | AMENDMENT NO 1 | (\$4,259,686.75) | N | | 5/6/2011 | | Y | |
| B0481.1-07 | BRODING'S BATTERY WAREHOUSE | PROVIDE BATTERIES FOR AUTOS AND BUSES | \$197,463.03 | N | WBE | 5/16/2011 | 4/30/2012 | Y | |
| B0561.0-11 | EF ENTERPRISES | IN-PLANT INSPECTIONS | \$29,940.00 | N | WBE, MBE, SBE | 5/16/2011 | | Y | |
| L1021.0-11 | KNORR BRAKE CORP | SD100 BRAKE REHAB | \$3,691,000.00 | N | HISPANIC | 5/16/2011 | 4/30/2016 | Y | |
| PWL116.2-09 | KONE, INC. | ELEVATOR VANDALISM REPAIR | \$2,000.00 | Y | | 5/27/2011 | 6/30/2014 | Y | |
| G1384.0-11 | CALTROP CORP | ASSIGNMENT AGREEMENT SANDAG | \$500,000.00 | Y | | 6/2/2011 | 5/31/2016 | Y | |
| G1385.0-11 | AECOM/LAN | CONTRACT ASSIGNMENT SANDAG | \$500,000.00 | Y | | 6/2/2011 | 5/31/2016 | Y | |
| G1386.0-11 | PGH WONG ENGINEERING, INC. | ASSIGNMENT AGREEMENT SANDAG | \$500,000.00 | Y | | 6/2/2011 | 5/31/2016 | Y | |

Contracts awarded and POs issued - Apr 1 to Sept 30 2011
Deleted: Vehicle Purchases, Revenue or \$0 Contracts and Real Property Contracts

| | | | | | | | | |
|-------------|--------------------------------|---|-----------------|---|---|-----------|------------|---|
| PWB127.2-10 | TRILLIUM USA | UPGRADES SBMF FUEL STATION UTILITIES | \$191,037.34 | N | N | 6/10/2011 | 12/31/2011 | Y |
| G1366.0-11 | TERMINIX | PEST CONTROL SERVICES FOR BUS AND RAIL | \$95,700.00 | Y | N | 6/13/2011 | 6/30/2016 | Y |
| L0912.2-10 | INIT INNOVATIONS IN TRANSPORT | PASSENGER COUNTING SYSTEM ON MINIBUS | \$95,796.57 | N | N | 6/20/2011 | Y | Y |
| B0564.0-11 | A TO Z ENTERPRISES | TOWING SERVICE | \$52,850.00 | Y | N | 6/30/2011 | 6/30/2012 | Y |
| G1379.0-11 | DIAMOND ENVIRONMENTAL | PORTABLE TOILET SERVICES REGIONAL TRANSIT | \$171,769.92 | Y | N | 6/30/2011 | 6/30/2016 | Y |
| G0867.12-03 | MOTOROLA | MANAGEMENT SYSTEM | \$406,737.48 | Y | N | 7/1/2011 | 12/31/2011 | Y |
| G1367.0-11 | SANDAG | MOU FOR FIBER OPTIC ORANGE GREEN LINE | \$5,960,455.00 | Y | N | 7/5/2011 | Y | Y |
| L0883.3-09 | SIEMENS TRANSPORTATION | GTO FIRING BOARD FOR SD-100 LRV | \$200,000.00 | N | N | 7/5/2011 | 6/30/2012 | Y |
| G1149.1-08 | ADA RIDE.COM, LLC | ADA PARATRANSIT ELIGIBILITY DETERMINATION | \$0.00 | N | N | 7/15/2011 | 6/30/2013 | Y |
| G1162.11-08 | LAW OFFICES OF MARK H. BARBER | LEGAL SERVICES - WORKERS COMPENSATION | \$135,000.00 | Y | N | 7/20/2011 | 1/18/2012 | Y |
| G1379.1-11 | DIAMOND ENVIRONMENTAL SERVICE | PORT TOILET SVCS BUS/TROLLEY | \$16,387.28 | Y | N | 8/18/2011 | 6/30/2016 | Y |
| G1398.0-12 | MORSE GIESLER CALLISTER & KARL | LEGAL SERVICES GENERAL & TORT LIABILITY | \$20,000.00 | Y | N | 9/12/2011 | 1/18/2012 | Y |
| PWL135.0-12 | ABC CONSTRUCTION CO., INC | MTS JOC PIGGYBACKING ON SANDAG | \$2,000,000.00 | Y | N | 9/12/2011 | Y | Y |
| L1016.0-11 | KLD LABS, INC | WHEEL SCANNING MACHINE & INSTALL | \$493,305.00 | N | N | 9/22/2011 | Y | Y |
| PWL134.0-12 | HERZOG CONTRACTING CORP | MTS JOC PIGGYBACKING ON SANDAG | \$2,000,000.00 | Y | N | 9/29/2011 | 8/31/2014 | Y |
| G1387.0-11 | NMS MANAGEMENT, INC. | JANITORIAL SERVICES | \$3,520,497.92 | Y | Y | 9/30/2011 | 9/30/2014 | Y |
| | | Subtotal Contracts | \$22,081,141.72 | | | | | |
| | | Total Federal DBE % of DBE | \$3,550,437.92 | | | | | |
| | | Total Federal MBE/WBE Only % WBE/MBE ONLY | \$307,637.60 | | | | | |
| | | | 1.38% | | | | | |

Contracts awarded and POs issued - Apr 1 to Sept 30 2011
Deleted: Vehicle Purchases, Revenue or \$0 Contracts and Real Property Contracts

| CONTRACTS AWARDED - LOCAL FUNDS | | | | | | | | | | |
|--------------------------------------|--------------------------------|---|----------------|-------|-----|-----------------|-----------|------------|-----|--|
| Doc # | Organization | Subject | Amount | Local | DBE | SBE/MBE/WBE/DBE | Day | Completion | Exp | |
| G1382.0-11 | SAN DIEGO SHERIFF'S DEPT. | GRAFFITI TRACKER PROGRAM | \$12,700.00 | Y | | | 4/15/2011 | 6/30/2012 | N | |
| G1078.6-07 | RYAN MERCALDO & WORTHINGTON | LEGAL SERVICES - GENERAL LIABILITY | \$45,000.00 | Y | N | | 4/11/2011 | 1/18/2012 | N | |
| G1162.10-08 | LAW OFFICES OF MARK H BARBER | LEGAL SERVICES - WORKERS COMPENSATION | \$40,000.00 | Y | N | | 4/25/2011 | 1/18/2012 | N | |
| G1078.7-07 | RYAN MERCALDO & WORTHINGTON | LEGAL SERVICES - GENERAL & TORT LIABILITY | \$70,000.00 | Y | N | | 4/27/2011 | 1/18/2012 | N | |
| G1080.10-07 | LAW OFFICES OF MICHAEL RIPLEY | LEGAL SERVICES - GENERAL & TORT LIABILITY | \$55,000.00 | Y | N | | 5/6/2011 | 1/18/2012 | N | |
| G1067.14-07 | MCDUGAL LOVE ECKIS SMITH BOEH | LEGAL SERVICES - GENERAL & TORT LIABILITY | \$90,000.00 | Y | N | | 5/16/2011 | 1/18/2012 | N | |
| G1087.11-07 | LIEBMAN, QUIGLEY, SHEPPARD | LEGAL SERVICES - GENERAL & TORT LIABILITY | \$55,000.00 | Y | N | | 5/16/2011 | 1/18/2012 | N | |
| G1393.0-11 | SAN DIEGO SYMPHONY ASSOCIATION | WINTER AND SUMMER POPS PROMOTION | \$0.00 | Y | N | | 5/27/2011 | | N | |
| G1139.10-08 | TROVILLION INVEISS | LEGAL SERVICES - WORKERS COMPENSATION | \$50,000.00 | Y | N | | 6/10/2011 | 1/18/2012 | N | |
| G1111.18-07 | WHEATLEY BINGHAM & BAKER | LEGAL SERVICES - GENERAL & TORT LIABILITY | \$220,000.00 | Y | N | | 7/8/2011 | 1/18/2012 | N | |
| G0856.17-03 | GIRO, INC. | HASTUS SUPPORT SERVICES | \$137,689.00 | N | N | | 7/15/2011 | 6/30/2012 | N | |
| G1067.15-07 | MCDUGAL LOVE ECKIS SMITH BOEH | LEGAL SERVICES - GENERAL TORT | \$85,000.00 | Y | N | | 7/15/2011 | 1/18/2012 | N | |
| G1108.7-07 | LAW OFFICES OF DAVID C. SKYER | LEGAL SERVICES - GENERAL & TORT LIABILITY | \$65,000.00 | Y | N | | 7/15/2011 | 1/18/2012 | N | |
| G1200.4-09 | BAKER & MILLER, PLLC | LEGAL SERVICES - RAILROAD LAW | \$20,000.00 | N | N | | 7/25/2011 | 1/18/2012 | N | |
| G1140.1-08 | MICHAEL-ALLEN & ASSOCIATES | PROVIDE VEHICLE ADVERTISING | \$0.00 | Y | N | | 8/2/2011 | 2/28/2013 | N | |
| G1396.0-11 | THE EPLER COMPANY | HR SALARY SURVEY SERVICES | \$29,700.00 | Y | N | | 8/2/2011 | 1/31/2012 | N | |
| G1108.8-07 | LAW OFFICES OF DAVID C. SKYER | LEGAL SERVICES-GENERAL & TORT LIABILITY | \$85,000.00 | Y | N | | 8/9/2011 | 1/18/2012 | N | |
| G1078.8-07 | RYAN MERCALDO & WORTHINGTON LL | LEGAL SERVICES - GENERAL & TORT LIABILITY | \$30,000.00 | Y | N | | 8/29/2011 | 1/18/2012 | N | |
| G1400.0-12 | IKON SAN DIEGO | SERVICES FOR 1 YR APPXTENDER/KOFAX | \$5,560.00 | Y | N | | 9/8/2011 | 8/31/2012 | N | |
| G1402.0-12 | DOCUFLOW SOLUTIONS, INC | MAINT REPAIR 1 YR COLOR COPIER COPY RM | \$3,260.00 | Y | N | | 9/8/2011 | 8/31/2012 | N | |
| G1404.0-12 | GCAP SERVICES | DBE AND/OR LABOR COMPLIANCE SERVICES | \$100,000.00 | N | Y | MBE HISPANIC | 9/8/2011 | 3/2/2016 | N | |
| G1248.2-09 | SANDAG | AMEND TO INTERIM AGREE FOR COMPASS CARD | \$1,372,079.00 | Y | N | | 9/22/2011 | | N | |
| Subtotal Contracts | | | \$2,570,988.00 | | | | | | | |
| Purchase Orders Issued - Local Funds | | | | | | | | | | |

Contracts awarded and POs issued - Apr 1 to Sept 30 2011
Deleted: Vehicle Purchases, Revenue or \$0 Contracts and Real Property Contracts

| CONTRACT NUMBER | VEHICLE PURCHASER | DESCRIPTION | AMOUNT | STATUS | DATE | REMARKS |
|-----------------|-------------------------------|-------------------------------------|-------------|--------|-----------|---------|
| 2994 | SALVADOR BARAJAS | TRANSLATION SERVICES | \$3,000.00 | N | 5/3/2011 | N |
| 2993 | MACMALL INC | ADOBE DESIGN | \$2,528.40 | N | 5/3/2011 | N |
| 3004 | RAPHAEL'S PARTY RENTAL | PARTY RENTAL | \$4,472.50 | N | 5/24/2011 | N |
| 3005 | PROMOS ROK, INC. | BANNER PENS | \$3,672.48 | N | 5/24/2011 | N |
| 3011 | EMC CORPORATION | ANNUAL TECHNICAL SOFTWARE SUPPORT | \$4,510.80 | N | 5/27/2011 | N |
| 3018 | B & H PHOTO VIDEO | ADOBE DESIGN PREMIUM CS5.5 | \$2,787.00 | N | 6/6/2011 | N |
| 3015 | CUSTOM LOGOS | ELITE COOLER | \$13,600.71 | N | 6/6/2011 | N |
| 3017 | ADVERTISING CONCEPTS, INC. | REUSABLE BAGS | \$11,562.38 | N | 6/6/2011 | N |
| 3020 | SAN DIEGO POSTAL AND SHIPPING | YEARLY MAINTENANCE SERVICE HASLER | \$705.00 | N | 6/14/2011 | N |
| 3021 | DOCUFLOW SOLUTIONS, INC. | COPIER MAINTENANCE | \$1,139.50 | N | 6/21/2011 | N |
| PW0072 | IACCESS | CARD ACCESS SYSTEM FOR PROCESS ROOM | \$7,812.46 | N | 8/15/2011 | N |
| 3051 | DIMENSIONAL SILKSCREEN INC | LARGE BUS STOP TEXTING DECALS | \$5,581.45 | N | 9/1/2011 | N |
| 3050 | THE BETTY MILLS COMPANY INC | HON 694LP SERIES FOUR DRAWER | \$3,616.79 | N | 9/1/2011 | N |
| PW001066 | COMMUNICATION WIRING SPECIALS | LABOR EST TIME 450 HRS @ \$2.00 HR | \$32,289.38 | N | 9/19/2011 | N |
| 2990 | VENDSIGHT, INC. | ADS ON REFRESHMENT KIOSKS | \$16,875.00 | N | 4/11/2011 | N |
| 2989 | BORDEAUX PRINTERS, INC. | BROCHURE | \$3,135.24 | N | 4/11/2011 | N |
| 2991 | UNITED STATES POSTAL SERVICE | POSTAGE FOR METER | \$6,000.00 | N | 4/12/2011 | N |
| 2995 | SAN DIEGO PADRES | PADRE TICKETS | \$4,000.00 | N | 5/3/2011 | N |
| 2992 | DIMENSIONAL SILKSCREEN | BUS STOP SIGN MATERIAL | \$3,055.88 | N | 5/3/2011 | N |
| 2998 | PHONE SUPPLEMENTS | WIRELESS HEADSET | \$509.25 | N | 5/3/2011 | N |
| 3000 | TRANSTRACK SYSTEM, INC. | TRANSIT PERFORMANCE MANAGER | \$15,000.00 | Y | 5/6/2011 | WBE |
| 3001 | PIXEL IMAGING MEDIA | TROLLEY WRAP 3M MATERIAL | \$10,256.69 | N | 5/17/2011 | N |
| 3003 | VOLOGY, INC. | IT EQUIPMENT | \$1,236.25 | N | 5/20/2011 | N |
| 3009 | ORACLE CORPORATION | ORACLE SOFTWARE | \$4,394.33 | N | 5/24/2011 | N |
| 3006 | BROWN & BIGELOW | LAPEL PINS | \$4,009.56 | N | 5/27/2011 | N |
| 3010 | CDW GOVERNMENT INC | LASERJET PRINTER | \$1,705.14 | N | 5/27/2011 | N |
| 3016 | BORDEAUX PRINTERS, INC. | POST CARD SERIES BROCHURE | \$3,389.74 | N | 6/6/2011 | N |
| 3012 | EN POINTE TECHNOLOGIES | BATTERY KIT, CABINET, ADAPTER | \$38,936.69 | N | 6/6/2011 | N |
| 3019 | AZTEC SPORTS PROPERTIES LLC | SDSU MARKETING | \$19,500.00 | N | 6/10/2011 | N |
| 3024 | COMMUNICATIONS USA, INC. | TERMINAL KIT | \$1,025.62 | N | 6/17/2011 | N |

Contracts awarded and POs issued - Apr 1 to Sept 30 2011
Deleted: Vehicle Purchases, Revenue or \$0 Contracts and Real Property Contracts

| | | | | | | |
|----------|--|--|-------------|---|-----------|---|
| 3022 | REID AND CLARK SCREEN ARTS | BUS DECALS | \$5,407.59 | N | 6/20/2011 | N |
| 3023 | HSQ TECHNOLOGY | REMIEDIATION SERVICES | \$50,000.00 | N | 6/20/2011 | N |
| 3025 | SALVADOR BARAJAS | TRANSLATION SERVICES | \$5,000.00 | N | 6/24/2011 | N |
| PW001063 | ALLIED INDUSTRIES, INC. | REMIEDIATE DAMAGED CEILING | \$4,590.00 | N | 6/24/2011 | N |
| 3027 | US POSTAL SERVICE | POSTAGE FOR HASSLER | \$6,000.00 | N | 7/5/2011 | N |
| 3029 | EMC CORPORATION | EMC TECH SUPPORT SVCS | \$25,341.90 | N | 7/25/2011 | N |
| 3030 | PHONE SUPPLEMENTS | WIRELESS HEADSET W0200 | \$257.83 | N | 7/25/2011 | N |
| 3031 | PIXEL IMAGING MEDIA | GASLAMP STATION SHELTER WRAP & SIGN | \$6,580.51 | N | 7/25/2011 | N |
| 3033 | ADDONS INC | UP TO 100 HRS OF SUPPORT - 12/31/11 | \$14,000.00 | N | 7/25/2011 | N |
| PW001064 | RELIABLE APPLIANCE SVC INC | A/C/ UNIT 3 TON R-410A 13 SEER SIDE | \$4,895.00 | N | 7/25/2011 | N |
| 3032 | NUMARA | WEB SURVEY MODULE AND MAINT | \$1,502.05 | N | 7/25/2011 | N |
| 3034 | DELL COMPUTER CORP | OPTIPLEX 380 E5800 RAM 4GB HD 250GB | \$5,582.05 | N | 7/25/2011 | N |
| 3028 | ONTIRA | ANNUAL SUPPORT SOFTWARE 7/11-6/12 | \$13,050.00 | N | 7/25/2011 | N |
| 3006 | BROWN & BIGELOW UNIVERSITY OF THE PACIFIC EBER | MTS ANNIVERSARY LAPEL PINS TRANSIT AND PARATRANSIT CERT PROG 9 | \$4,952.81 | N | 7/25/2011 | N |
| 3036 | | LAPEL PINS FOR 2011 EXCELLENCE AWAR | \$513.97 | N | 8/15/2011 | N |
| 3039 | LAPEL PIN PRODUCTION | VINTAGE TROLLEY T-SHIRTS | \$1,615.60 | N | 8/15/2011 | N |
| 3037 | CUSTOM LOGOS | | | N | | |
| 3044 | PACIFICA HEALTH AND MEDICAL | FLU SHOTS | \$6,082.50 | N | 8/15/2011 | N |
| 3041 | 101 THINGS TO DO | FULL PG COLOR ADS VISITOR MKTS | \$9,840.00 | N | 8/15/2011 | N |
| 3042 | US POSTAL SERVICE | POSTAGE FOR METER WJ-135 FY2012 | \$40,000.00 | N | 8/18/2011 | N |
| 3047 | SAN DIEGO CONVENTION & VISIT | FULL PG COLOR ADS MEET PLANNER | \$7,440.00 | N | 8/25/2011 | N |
| 3048 | SAN DIEGO CONVENTION CENTER | FULL PG COLOR ADS MEET PLANNER | \$6,500.00 | N | 8/25/2011 | N |
| 3046 | THE UCSD GUARDIAN | PRINT ADS, BLACK & WHITE FALL, WINT | \$4,000.00 | N | 8/25/2011 | N |
| 3045 | THE DAILY AZTEC | PRINT ADS, 1/4 PG BL & WH FALL & SP | \$5,400.00 | N | 8/25/2011 | N |
| 3049 | STAPLES CONTRACT & COMMERCIAL | THOMAS GUIDE 57TH EDITION SKU 52887 | \$697.09 | N | 8/29/2011 | N |
| 3052 | CDW GOVERNMENT INC | HP 1 GB ETHERNET PASS-THRU MODULE | \$2,470.30 | N | 9/12/2011 | N |
| 3053 | EN PONTE TECHNOLOGIES SALES | CISCO 2811 INTEGRATED SVC ROUTER | \$1,652.53 | N | 9/12/2011 | N |
| 3059 | CUBIC TRANSPORTATION SYSTEMS | POLE DISPLAY RS 232 12V GY | \$2,119.78 | N | 9/15/2011 | N |

Deleted: Vehicle Purchases, Revenue or \$0 Contracts and Real Property Contracts

| | | | | | | |
|----------|---------------------|-----------------------------------|-----------------|---|-----------|---|
| 3057 | SAN DIEGO SWEEPING | SABRE SPRING, BERNRDO, LAGO SWEEP | \$2,292.00 | N | 9/15/2011 | N |
| PW001065 | NEAL ELECTRIC CORP | MATERIAL VISUAL MESSAGING DEMO | \$4,268.89 | N | 9/19/2011 | N |
| 3056 | SAP AMERICA INC | ANNUAL SOFTWARE MAINT AND SUPPORT | \$7,854.48 | N | 9/19/2011 | N |
| 3054 | ASPARIAN LLC | REMOTE DBA SVCS FOR MTS DATABASE | \$2,500.00 | N | 9/22/2011 | N |
| 3060 | CDW GOVERNMENT INC | HARD DRIVE HP PART 17223329 | \$1,826.50 | N | 9/22/2011 | N |
| 3061 | IPSWITCH | SERVICER LICENSE | \$4,020.00 | N | 9/27/2011 | N |
| 3063 | KRONOS INCORPORATED | TIME CLOCKS | \$13,152.50 | N | 9/30/2011 | N |
| | | Subtotal Purchase Orders | \$504,959.12 | | | |
| | | TOTAL Local DBE | \$3,025,987.12 | | | |
| | | Local DBE | \$115,000.00 | | | |
| | | % Local DBE | 3.74% | | | |
| TOTALS | | | \$25,362,271.10 | | | |

Contracts and POs Completed - Apr 1 to Sept 30, 2011
Deleted: Vehicle Purchases, Revenue or \$0 Contracts and Real Property Contracts

11/27/2010 10:56:11

CONTRACTS COMPLETED - FEDERAL FUNDS

Purchase Orders Issued/Paid - Federal Funds

| PO NUMBER | Organization | Subject | AMOUNT | DBE | DATE | ETA |
|-------------------------|--------------------------------|-------------------------------------|--------------|-----|-----------|-----|
| 2988 | CUBIC TRANSPORTATION SYSTEMS | REPAIRS TO HANDHELD UNITS | \$5,000.00 | N | 4/4/2011 | Y |
| 2996 | ARIZONA PACIFIC WOOD PRESERVIN | HARDWOOD TIES | \$17,948.10 | N | 5/3/2011 | Y |
| 3008 | E.F. JOHNSON COMPANY | MOBILE RADIO | \$31,742.42 | N | 5/24/2011 | Y |
| PW0067 | MORRISON METALWELD PROCESS CO. | TRACK MAINTENANCE - WELDING | \$14,378.00 | N | 5/31/2011 | Y |
| 3014 | HKA ELEVATOR CONSULTING, INC. | ELEVATOR CONSULTING SERVICES | \$2,000.00 | N | 6/6/2011 | Y |
| 3035 | VANGENT INC | READING INDEX - 12 20475060 | \$600.54 | N | 7/25/2011 | Y |
| 3040 | HKA ELEVATOR CONSULTING | CONSULTING SVCS FASHION VALLEY ELEV | \$9,250.00 | N | 8/15/2011 | Y |
| 3043 | PROGRESS RAIL SERVICES INC | SWITCH POINTS | \$50,299.96 | N | 8/15/2011 | Y |
| 3038 | DAY WIRELESS SYSTEMS | REMOVE MOTOROLA ZTL 2500 RADIOS | \$4,335.00 | N | 8/15/2011 | Y |
| 3055 | MAINTEX INC | PURCHASE 1 WALK BEHIND FLOOR SCRUBB | \$10,500.00 | N | 9/12/2011 | Y |
| 3058 | IACCESS INC | HID CARDS FOR H/R DEPT | \$2,747.63 | N | 9/15/2011 | Y |
| PW001068 | COMMUNICATION WIRING SPECIALIS | APC HARDWARE MATERIAL AND LABOR | \$1,519.06 | N | 9/26/2011 | Y |
| 3062 | E.F. JOHNSON COMPANY | ES MOBILE RADIO | \$54,861.55 | N | 9/30/2011 | Y |
| Purchase Order Subtotal | | | \$205,182.26 | | | |

Contracts Completed - Federal Funds

| POC # | Organization | Subject | Amount | Local | DBE | SEE/INDEMNITY/3E | DATE | ETA |
|-------------|-------------------------|--|----------------|-------|-----|------------------|-----------|-------------|
| L0888.0-09 | KNORR BRAKE CORP | SD-100 LRV BRAKE OVERHAUL | \$475,000.00 | N | N | | 5/6/2009 | 4/30/2011 Y |
| M6657.1-07 | SANDAG | MOU CMS FOR MVE LANDSCAPING | \$0.00 | Y | N | | 5/6/2010 | 4/30/2011 Y |
| B0449.3-06 | SOUTHLAND TRANSIT, INC. | EXERCISE CARRYOVER TERM: 1/1/11 -6/11/11 | \$1,570,085.17 | Y | N | | 11/1/2010 | 6/11/2011 Y |
| B0454.0-06 | A TO Z ENTERPRISES | TOWING SERVICES 5 YEARS BUS AND RAIL | \$351,375.00 | Y | N | | 8/11/2006 | 6/30/2011 Y |
| L0883.2-09 | SIEMENS TRANSPORTATION | GTO FIRING BOARDS FOR SD-100 LRV | \$250,000.00 | N | N | | 6/10/2010 | 6/30/2011 Y |
| G0867.10-03 | MOTOROLA | REGIONAL TRANSIT MANAGEMENT SYSTEM SVC | \$774,738.88 | Y | N | | 6/17/2010 | 6/30/2011 Y |

Contracts and POs Completed - Apr 1 to Sept 30, 2011
Deleted: Vehicle Purchases, Revenue or \$0 Contracts and Real Property Contracts

| | | | | | | | | | |
|-------------|--------------------------------|--|----------------|---|----|--------------|------------|-----------|---|
| B0454.2-06 | A TO Z TOWING DBA ROAD ONE TOW | EXERCISE OPTION YR 2 FINAL OPTION 7/1/10 | \$72,325.00 | Y | N | | 7/8/2010 | 6/30/2011 | Y |
| B0399.6-03 | TRAPEZE SOFTWARE GROUP, INC. | ANNUAL LICENSE AND MAINTENANCE FEE | \$5,031.00 | N | N | | 3/8/2011 | 6/30/2011 | Y |
| YCO114.0-08 | PATRIOT ENVIRONMENTAL SVCS | TRAUMA SCENE CLEAN-UP SERVICES | \$7,344.00 | Y | N | | 9/15/2008 | 8/31/2011 | Y |
| YCO112.0-08 | DANIEL TIRE SERVICE | TIRE PROCUREMENT FOR COMMERCIAL VEHICLE | \$84,320.47 | Y | N | | 9/25/2008 | 9/21/2011 | Y |
| LO782.0-07 | NMS MANAGEMENT, INC. | LRV CLEANING SERVICES | \$2,692,725.96 | Y | Y* | MBE HISPANIC | 9/29/2006 | 9/30/2011 | Y |
| G1031.3-07 | AZTEC LANDSCAPING, INC. | EXERCISE OPTION YR 2 10/1/10 - 9/30/11 | \$280,928.30 | Y | N | | 7/22/2010 | 9/30/2011 | Y |
| LO975.0-11 | NMS MANAGEMENT, INC. | JANITORIAL SERVICES TROLLEY BLDGS ABC YA | \$57,788.00 | Y | Y* | MBE HISPANIC | 8/26/2010 | 9/30/2011 | Y |
| LO782.2-07 | NMS MANAGEMENT, INC. | EXERCISE OPTION YEAR 2 10/1/10 - 9/30/11 | \$924,502.58 | Y | Y* | MBE HISPANIC | 9/13/2010 | 9/30/2011 | Y |
| LO975.1-11 | NMS MANAGEMENT, INC. | ADD JANITORIAL SVCS TO BLDG C/LRV MAINT | \$15,475.68 | Y | Y* | MBE HISPANIC | 10/28/2010 | 9/30/2011 | Y |

Contracts Completed Subtotal \$7,561,640.04

TOTAL FEDERAL DOLLARS \$7,561,640.04

Federal DBE

% Federal DBE

Total Federal MBE/WBE Only \$14,378.00

% WBE/MBE Only 0.19%

*NOTE: NMS was certified as a DBE after award of these contracts, but before completion.

Contracts and POs Completed - Apr 1 to Sept 30, 2011
Deleted: Vehicle Purchases, Revenue or \$0 Contracts and Real Property Contracts

| CONTRACTS COMPLETED - Local Funds | | | | | | |
|-----------------------------------|-------------------------------|-------------------------------------|-------------|-----|-----------|-----|
| PO NUMBER | Organization | Subject | AMOUNT | DBE | DATE | FIA |
| 2994 | SALVADOR BARAJAS | TRANSLATION SERVICES | \$3,000.00 | N | 5/3/2011 | N |
| 2993 | MACMALL INC | ADOBE DESIGN | \$2,528.40 | N | 5/3/2011 | N |
| 3004 | RAPHAEL'S PARTY RENTAL | PARTY RENTAL | \$4,472.50 | N | 5/24/2011 | N |
| 3005 | PROMOS ROK, INC. | BANNER PENS | \$3,672.48 | N | 5/24/2011 | N |
| 3011 | EMC CORPORATION | ANNUAL TECHNICAL SOFTWARE SUPPORT | \$4,510.80 | N | 5/27/2011 | N |
| 3018 | B & H PHOTO VIDEO | ADOBE DESIGN PREMIUM CS5.5 | \$2,787.00 | N | 6/6/2011 | N |
| 3015 | CUSTOM LOGOS | ELITE COOLER | \$13,600.71 | N | 6/6/2011 | N |
| 3017 | ADVERTISING CONCEPTS, INC. | REUSABLE BAGS | \$11,562.38 | N | 6/6/2011 | N |
| 3020 | SAN DIEGO POSTAL AND SHIPPING | YEARLY MAINTENANCE SERVICE HASLER | \$705.00 | N | 6/14/2011 | N |
| 3021 | DOCUFLOW SOLUTIONS, INC. | COPIER MAINTENANCE | \$1,139.50 | N | 6/21/2011 | N |
| PW0072 | IACCESS | CARD ACCESS SYSTEM FOR PROCESS ROOM | \$7,812.46 | N | 8/15/2011 | N |
| 3051 | DIMENSIONAL SILKSCREEN INC | LARGE BUS STOP TEXTING DECALS | \$5,581.45 | N | 9/1/2011 | N |
| 3050 | THE BETTY MILLS COMPANY INC | HON 694LP SERIES FOUR DRAWER | \$3,616.79 | N | 9/1/2011 | N |
| PW001066 | COMMUNICATION WIRING SPECIALS | LABOR EST TIME 450 HRS @ \$52.00 HR | \$32,289.38 | N | 9/19/2011 | N |
| 2990 | VENDSIGHT, INC. | ADS ON REFRESHMENT KIOSKS | \$16,875.00 | N | 4/11/2011 | N |
| 2989 | BORDEAUX PRINTERS, INC. | BROCHURE | \$3,135.24 | N | 4/11/2011 | N |
| 2991 | UNITED STATES POSTAL SERVICE | POSTAGE FOR METER | \$6,000.00 | N | 4/12/2011 | N |
| 2995 | SAN DIEGO PADRES | PADRE TICKETS | \$4,000.00 | N | 5/3/2011 | N |
| 2992 | DIMENSIONAL SILKSCREEN | BUS STOP SIGN MATERIAL | \$3,055.88 | N | 5/3/2011 | N |
| 2998 | PHONE SUPPLEMENTS | WIRELESS HEADSET | \$509.25 | N | 5/3/2011 | N |
| 3000 | TRANSTRACK SYSTEM, INC. | TRANSIT PERFORMANCE MANAGER | \$15,000.00 | Y | 5/6/2011 | N |
| 3001 | PIXEL IMAGING MEDIA | TROLLEY WRAP 3M MATERIAL | \$10,256.69 | N | 5/17/2011 | N |
| 3003 | VOLOGY, INC. | IT EQUIPMENT | \$1,236.25 | N | 5/20/2011 | N |
| 3009 | ORACLE CORPORATION | ORACLE SOFTWARE | \$4,394.33 | N | 5/24/2011 | N |
| 3006 | BROWN & BIGELOW | LAPEL PINS | \$4,009.56 | N | 5/27/2011 | N |

Contracts and POs Completed - Apr 1 to Sept 30, 2011
Deleted: Vehicle Purchases, Revenue or \$0 Contracts and Real Property Contracts

| | | | | | | |
|----------|--|---|---------------------------|--------|------------------------|--------|
| 3010 | CDW GOVERNMENT INC | LASERJET PRINTER | \$1,705.14 | N | 5/27/2011 | N |
| 3016 | BORDEAUX PRINTERS, INC. | POST CARD SERIES BROCHURE | \$3,389.74 | N | 6/6/2011 | N |
| 3012 | EN POINTE TECHNOLOGIES SALES | BATTERY KIT, CABINET, ADAPTER | \$38,936.69 | N | 6/6/2011 | N |
| 3019 | AZTEC SPORTS PROPERTIES LLC | SDSU MARKETING | \$19,500.00 | N | 6/10/2011 | N |
| 3024 | COMMUNICATIONS USA, INC. | TERMINAL KIT | \$1,025.62 | N | 6/17/2011 | N |
| 3022 | REID AND CLARK SCREEN ARTS | BUS DECALS | \$5,407.59 | N | 6/20/2011 | N |
| 3023 | HSQ TECHNOLOGY | REMEDIATION SERVICES | \$50,000.00 | N | 6/20/2011 | N |
| 3025 | SALVADOR BARAJAS | TRANSLATION SERVICES | \$5,000.00 | N | 6/24/2011 | N |
| PW001063 | ALLIED INDUSTRIES, INC. | REMEDIAE DAMAGED CEILING | \$4,590.00 | N | 6/24/2011 | N |
| 3027 | US POSTAL SERVICE | POSTAGE FOR HASSLER | \$6,000.00 | N | 7/5/2011 | N |
| 3029 | EMC CORPORATION | EMC TECH SUPPORT SVCS | \$25,341.90 | N | 7/25/2011 | N |
| 3030 | PHONE SUPPLEMENTS | WIRELESS HEADSET W0200 | \$257.83 | N | 7/25/2011 | N |
| 3031 | PIXEL IMAGING MEDIA | GASLAMP STATION SHELTER WRAP & SIGN | \$6,580.51 | N | 7/25/2011 | N |
| 3033 | ADDONS INC | UP TO 100 HRS OF SUPPORT - 12/31/11 | \$14,000.00 | N | 7/25/2011 | N |
| PW001064 | RELIABLE APPLIANCE SVC INC | A/C/ UNIT 3 TON R-410A 13 SEER SIDE | \$4,895.00 | N | 7/25/2011 | N |
| 3032 | NUMARA | WEB SURVEY MODULE AND MAINT | \$1,502.05 | N | 7/25/2011 | N |
| 3034 | DELL COMPUTER CORP | OPTIPLEX 380 E5800 RAM 4GB HD 250GB | \$5,582.05 | N | 7/25/2011 | N |
| 3028 | ONTIRA | ANNUAL SUPPORT SOFTWARE 7/11-6/12 | \$13,050.00 | N | 7/25/2011 | N |
| 3006 | BROWN & BIGELOW UNIVERSITY OF THE PACIFIC EBER | MTS ANNIVERSARY LAPEL PINS TRANSIT AND PARATRANSIT CERT PROG 9 | \$4,952.81 \$3,245.00 | N N | 7/25/2011 8/15/2011 | N N |
| 3039 | LAPEL PIN PRODUCTION | LAPEL PINS FOR 2011 EXCELLENCE AWAR | \$513.97 | N | 8/15/2011 | N |
| 3037 | CUSTOM LOGOS PACIFICA HEALTH AND MEDICAL | VINTAGE TROLLEY T-SHIRTS | \$1,615.60 | N | 8/15/2011 | N |
| 3044 | 101 THINGS TO DO | FLU SHOTS FULL PG COLOR ADS VISITOR MKTS | \$6,082.50 \$9,840.00 | N N | 8/15/2011 8/15/2011 | N N |
| 3042 | US POSTAL SERVICE SAN DIEGO CONVENTION & VISIT | POSTAGE FOR METER WJ-135 FY2012 FULL PG COLOR ADS MEET PLANNER | \$40,000.00 \$7,440.00 | N N | 8/18/2011 8/25/2011 | N N |

Contracts and POs Completed - Apr 1 to Sept 30, 2011
Deleted: Vehicle Purchases, Revenue or \$0 Contracts and Real Property Contracts

| | | | | | | | |
|----------|-------------------------------|-------------------------------------|---------------------|---|--|-----------|---|
| 3048 | SAN DIEGO CONVENTION CENTER | FULL PG COLOR ADS MEET PLANNER | \$6,500.00 | N | | 8/25/2011 | N |
| 3046 | THE UCSD GUARDIAN | PRINT ADS, BLACK & WHITE FALL, WINT | \$4,000.00 | N | | 8/25/2011 | N |
| 3045 | THE DAILY AZTEC | PRINT ADS, 1/4 PG BL & WH FALL & SP | \$5,400.00 | N | | 8/25/2011 | N |
| 3049 | STAPLES CONTRACT & COMMERCIAL | THOMAS GUIDE 57TH EDITION SKU 52887 | \$697.09 | N | | 8/29/2011 | N |
| 3052 | CDW GOVERNMENT INC | HP 1 GB ETHERNET PASS-THRU MODULE | \$2,470.30 | N | | 9/12/2011 | N |
| 3053 | EN POINTE TECHNOLOGIES SALES | CISCO 2811 INTEGRATED SVC ROUTER | \$1,652.53 | N | | 9/12/2011 | N |
| 3059 | CUBIC TRANSPORTATION SYSTEMS | POLE DISPLAY RS 232 12V GY | \$2,119.78 | N | | 9/15/2011 | N |
| 3057 | SAN DIEGO SWEEPING | SABRE SPRING, BERNRDO, LAGO SWEEP | \$2,292.00 | N | | 9/15/2011 | N |
| PW001065 | NEAL ELECTRIC CORP | MATERIAL VISUAL MESSAGING DEMO | \$4,268.89 | N | | 9/19/2011 | N |
| 3056 | SAP AMERICA INC | ANNUAL SOFTWARE MAINT AND SUPPORT | \$7,854.48 | N | | 9/19/2011 | N |
| 3054 | ASPARIAN LLC | REMOTE DBA SVCS FOR MTS DATABASE | \$2,500.00 | N | | 9/22/2011 | N |
| 3060 | CDW GOVERNMENT INC | HARD DRIVE HP PART 17223329 | \$1,826.50 | N | | 9/22/2011 | N |
| 3061 | IPSWITCH | SERVICER LICENSE | \$4,020.00 | N | | 9/27/2011 | N |
| 3063 | KRONOS INCORPORATED | TIME CLOCKS | \$13,152.50 | N | | 9/30/2011 | N |
| | | Subtotal Purchase Orders | \$504,959.12 | | | | |

| Contracts Completed - Local Funds | | | | | | | |
|-----------------------------------|--------------------------------|--|--------------|-------|-----|------------------|-----------------------|
| Doc # | Organization | Subject | Amount | Local | DBE | SBE/MBE/WBE/DVBE | Completion |
| ZB05-200 | FIRST TRANSIT, INC. | PROVIDE OPERATOR PERFORMANCE EVALUATIONS | \$174,455.00 | N | N | | 4/1/2006 4/1/2011 N |
| G1259.0-09 | BANK OF AMERICA | INTEREST AND FEES FOR LINE OF CREDIT AGREEMENT FOR BOA | \$86,409.71 | Y | N | | 6/25/2009 5/1/2011 N |
| G1330.0-10 | FAIRVIEW FORD SALES, INC. | PURCHASE OF THREE (3) SVC TRUCKS IFB | \$204,654.23 | Y | N | | 10/4/2010 5/4/2011 N |
| G0998.0-06 | ECLIPSE MESSENGER SERVICE, INC | MESSENGER/COURIER SERVICE | \$17,551.46 | N | N | | 6/8/2006 6/1/2011 N |
| G1003.0-06 | U S PATENT & TRADEMARK OFFICE | MTS CIRCLE T LOGO TRADEMARK | \$0.00 | N | N | | 5/19/2006 6/11/2011 N |
| B0526.1-09 | FIRST TRANSIT, INC. | EXERCISE OPTION YEARS 1 AND 2 RFP 05-200 | \$73,443.00 | Y | N | | 7/27/2009 6/30/2011 N |

Contracts and POs Completed - Apr 1 to Sept 30, 2011
Deleted: Vehicle Purchases, Revenue or \$0 Contracts and Real Property Contracts

| | | | | | | | | | |
|-------------|------------------------------|--|------------------------|---|----|---|------------|-----------|---|
| L0924.0-10 | SANDAG | MOU OLD TOWN TRANSIT CENTER IMPROVEMENT | \$147,000.00 | Y | N | | 11/30/2009 | 6/30/2011 | N |
| G1268.1-09 | BP CORPORATION NORTH AMERICA | CNG DIRECT PURCHASE AGREE AMND GSP PRICE | \$3,867,500.00 | Y | N | | 3/22/2010 | 6/30/2011 | N |
| G0740.10-02 | MINCOM, INC. | CONTINUED SUPPORT SVC AND 3RD PARTY SOFT | \$114,410.25 | Y | N | | 5/28/2010 | 6/30/2011 | N |
| G1130.0-08 | KIMLEY HORN/SANDAG | AS-NEEDED ENGINEERING SERVICES | \$62,028.25 | Y | N | Used DBE subs (see below) | 9/27/2007 | 7/31/2011 | N |
| G1130.0-08 | Wiggans & Willett | DBE Subcontract- ROW Services | \$11,200.64 | Y | Y | DBE/WBE | 9/27/2007 | 7/31/2011 | N |
| G1130.0-08 | Simon Wong Engineering | DBE Subcontract - Structural Engineering | \$24,301.44 | | Y* | DBE/MBE/ASIAN - decertified during term | 9/27/2007 | 7/31/2011 | N |
| G1355.0-11 | ADP, INC. | OUTSOURCED PAYROLL AND HRIS SERVICES | \$1,938,895.00 | N | N | | 1/12/2011 | 6/30/2011 | N |
| G1147.0-08 | BANK OF AMERICA | BANKING SERVICES | \$283,460.00 | Y | N | | 8/11/2008 | 7/28/2011 | N |
| B0178.0-98 | SAN DIEGO GAS & ELECTRIC | IAD CNG FUEL STATION | \$0.00 | Y | N | | 10/9/1998 | 7/30/2011 | N |
| | | Subtotal Contracts | \$7,005,308.98 | | | | | | |
| | | TOTAL LOCAL DOLLARS | \$7,510,268.10 | | | | | | |
| | | TOTAL LOCAL DBE | \$50,502.08 | | | | | | |
| | | % Local DBE | 0.67% | | | | | | |
| | | TOTAL DOLLARS | \$15,277,090.40 | | | | | | |



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Agenda Item No. 31

MEETING OF THE METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 27, 2011

SUBJECT:

ESTABLISH MTS POLICE FORCE FOR THE PURPOSE OF APPOINTING A
CHIEF OF POLICE (KAREN LANDERS)

RECOMMENDATION:

That the Board of Directors:

1. approve Resolution No. 11-16 (Attachment A) establishing a police force pursuant to Public Utilities Code section 120550 and Penal Code section 830.33(c); and
2. authorize the appointment of an MTS Chief of Police.

Budget Impact

None.

Recommendation by the Executive Committee

At its meeting on October 20, 2011, the Executive Committee recommended forwarding this agenda item to the Board of Directors for approval.

DISCUSSION:

Pursuant to MTS's enabling legislation, Public Utilities Code section 120550, MTS has the right to "establish and maintain a police force":

The board may establish and maintain a police force. Those employees of the board appointed by the general manager or chief executive officer to the police force and who are duly sworn are peace officers and are subject to the powers set forth in Section 830.33 of the Penal Code. The board shall adhere to the standards for recruitment and training of peace officers established by the Commission on Peace Officer Standards and Training pursuant to Title 4 (commencing with Section 13500) of Part 4 of the Penal Code.

1255 Imperial Avenue, Suite 1000, San Diego, CA 92101-7490 • (619) 231-1466 • www.sdmts.com



Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc., San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations), and San Diego Vintage Trolley, Inc., a 501(c)(3) nonprofit corporation, in cooperation with Chula Vista Transit. MTS is the taxicab administrator for seven cities. MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.

MTS has not officially established a police force of any kind. Today's proposal would be to recommend that the MTS Board of Directors establish a police force for the purpose of appointing a Chief of Police. No other changes to the Security Department or security operations would be recommended.


Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Karen Landers, 619.557.4512, [Karen.Landers @sdmts.com](mailto:Karen.Landers@sdmts.com)

OCT27-11.31.CHIEF OF POLICE.SCOONEY

Attachment: A. Resolution No. 11-16

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 11-16

A Resolution Establishing an MTS Police Force for the Purpose of Appointing a Chief of Police

WHEREAS, the Metropolitan Transit System (MTS) considers safety and security to be a priority; and

WHEREAS, coordination and information-sharing with other public safety agencies is critical to maintaining the safety and security of transit patrons and public infrastructure; and

WHEREAS, the appointment of a Chief of Police by MTS will assist in coordination and information sharing with other public safety agencies; and

WHEREAS, pursuant to Public Utilities Code section 120550, the MTS Board of Directors has the right to establish a police force; and

WHEREAS, those employees of the Board appointed by the General Manager or Chief Executive Officer to the police force and who are duly sworn are peace officers and are subject to the powers set forth in Section 830.33 of the Penal Code;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by a vote of two-thirds or more of all of the members of the Board of Directors to establish a police force pursuant to Public Utilities Code section 120550 and Penal Code section 830.33 (c) solely for the purpose of creating a police force of one consisting of the position of MTS Chief of Police.

PASSED AND ADOPTED by the Board of Directors this _____ day of _____ 2011 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

Clerk of the Board
San Diego Metropolitan Transit System

Office of the General Counsel
San Diego Metropolitan Transit System



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Agenda Item No. 45

MEETING OF THE METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

October 27, 2011

SUBJECT:

SEMIANNUAL SECURITY REPORT (JANUARY THROUGH JUNE 2011)
(BILL BURKE)

RECOMMENDATION:

That the Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

Statistics related to security incidents concerning the transit system are compiled by staff based on reports generated by security personnel and Code Compliance Inspectors. This information is augmented by reports from local police authorities and is then compiled, summarized, and submitted to the Board of Directors on a midyear and year-end basis. This report will cover the first half of 2011 (January 1, 2011, through June 30, 2011).

DEPARTMENT OF HOMELAND SECURITY – TRANSPORTATION SECURITY GRANT PROGRAM (TSGP)

The Transit Enforcement Department has been the recipient of several Homeland Security grants on an annual basis. Approved funding through the grant process has been approximately \$12,977,000.



Status of Ongoing and Open Grants

- TSGP FY 2007

Award: \$1.2 million plus a \$400,000 MTS match
Projects: \$1.2 million for rail; \$192,000 for bus to install onboard CCTV

This investment will consist of installing additional CCTV systems in 60 LRVs and 44 buses. The CCTV systems will also include the installation of a wireless download system in addition to 90-day recording capability.

Performance dates: 01/13/2008 – 04/30/2012

- TSGP FY 2008

Award: \$1.5 million (no match)
Projects: Phase II of onboard CCTV; 50/50 split with SDTC (\$750,000)

MTS will expand and enhance an existing program of installing onboard CCTVs. Phase II is a continuation of the multiphase project in order to ultimately attain the dual goal of remote-surveillance capability in the Operations Control Center of all CCTV-equipped stations in addition to all trains and buses also being equipped with onboard CCTV. This phase will consist of installing camera systems in 60 LRVs and 40 buses, including a “back office” download and health check with 90 days of video storage.

Performance dates: 07/15/2009 – 04/30/2012

- TSGP FY 2009

Award: \$896K (no match)
Projects: \$398K for installation of CCTV at four transit centers
\$498K for onboard CCTV on 80 buses (Phase III)

This investment will fund acquisition and installation of four fixed-CCTV systems for high-risk transit centers: Santa Fe, Pacific Fleet, Grantville, and County Center. Additionally, Phase III of the ongoing onboard CCTV project for buses will use grant funds for equipment acquisition and installation on 80 vehicles.

Performance dates: 07/29/2009 – 05/31/2012

- TSGP FY 2010

Award: \$3,981,000
Projects: \$2.6 million for Fiber-Optic Green Line Project
\$750,000 for Fiber-Optic Orange Line Project
\$500,000 for onboard bus video (Phase IV)
\$100,000 for Vulnerability Assessment/Cyber Security Plan

This funding will enable MTS to continue various fiber-optic projects that will greatly enhance the transmission of video data to the Operations Control Center. Additionally, another phase of onboard CCTV for buses will be completed as well as a cyber-security assessment.

Performance dates: 06/01/2010 - 05/31/2013

CALIFORNIA PROPOSITION 1B – STATE OF CALIFORNIA FUNDING

- Proposition 1B, FY 2007-08

Award: \$2.7 million
Projects: \$1.5 million for 10 station CCTV (modified to cover Mills Bldg. security; project completed)
\$1.2 million for onboard CCTV for 100 contract buses

This investment will consist of acquisition and installation of fixed CCTVs at selected transit centers and enhanced security measures at the Mills Building (screening and X-Ray devices). It will also fund onboard CCTV for approximately 100 contractor buses throughout the MTS region.

Performance dates: 06/30/2008 – 12/31/2011

- Proposition 1B, FY 2008-09

Award: \$2.7 million
Projects: \$2.7 million for fiber-infrastructure enhancements

This investment is a two-phase project to create a high-speed quality network connection for all Mission Valley East stations terminating at the Operations Control Center.

Performance dates: 08/30/2010 – 12/31/2012

- Proposition 1B, FY 2009-10

Award: \$2.7 million
Projects: \$2.7 million for wireless infrastructure to capture real-time video from trolleys and continuation of the onboard video cameras for trolleys

Performance dates: 07/01/2010 - 03/31/2012

- Proposition 1B, FY 2010–11

Award: \$2.7 million

Projects: Barrier system for San Ysidro Station, Hand-Held Computerized Inspection Devices, CCTV at Grossmont Station, Fiber-Optic Link, Blue Line Wireless Nodes, Upgrade Operations Control Center, Upgrade Surveillance Cameras, Upgrade Trolley Station CCTV Coverage, Transit Store Security Improvements

Performance Dates: The State of California has not yet released the funds.

TRAINING

Training is a critical component to the Transit Enforcement Department and consists of ongoing, formal classroom instruction, seminars, guest speakers, written directives, and other coaching media. Subjects typically covered are connected with field operations, including public relations, laws of arrest, criminal enforcement, gang activity, and court testimony. During this reporting period, the following training was conducted for field security and code enforcement personnel:

- Graffiti Tracker
- Antiterrorism Awareness (Department of Homeland Security-sponsored program conducted in Carson City, Nevada)
- 832 P.C. (Laws of Arrest)
- Scenario Training

TRANSPORTATION SECURITY ADMINISTRATION (TSA)

The TSA created a local “Regional Transportation Security Working Group” in 2009 to focus on ground transportation terrorism threats and homeland security issues. The group is comprised of both private-sector transportation security organizations and local, federal, and state law enforcement agencies. Meetings are conducted quarterly, and they consist of regional intelligence briefings and presentations containing information relating to area activity in technology advances and other terrorism prevention and mitigation strategies.

MTS also works in concert with the TSA in conducting Visual Intermodal Prevention and Response (VIPR) operations. The mission of a VIPR is to observe public high-density transit centers that may be attractive targets for terrorist activity. The role of MTS enforcement personnel during these exercises is to perform normal duties consisting of checking fares and issuing citations for MTS Ordinances. The TSA’s role is to observe and report suspicious activity to MTS’s enforcement people. Six VIPR operations were conducted at the following stations during this reporting period:

- | | |
|--|---------------------------|
| • Seaport Village Station | • H Street Station |
| • 12 th & Imperial Transfer Station | • Gaslamp Quarter Station |
| • San Ysidro Station | • Santa Fe Depot |

On March 22, 2011, the Transit Enforcement Department participated in a tabletop exercise in concert with the Transportation Security Administration called the Intermodal Security Training and Exercise Program (I-STEP). The program brings together the port, aviation, ground transportation, pipeline industries, and various law enforcement and public safety agencies. The I-STEP is designed to test emergency plans and collaborate with transportation and law enforcement partners to fine-tune and sharpen incident management. The program's ultimate goal is to reduce risk to individual systems as well as to the entire transportation network.

CLOSED-CIRCUIT TELEVISION (CCTV)

Standard CCTV installation consists of a combination of fixed, pan-tilt-zoom, and high-resolution cameras. In recent years, emerging technologies have provided the CCTV industry with cameras that can pan, tilt, or zoom while reviewing previously recorded events. Conventional camera surveillance systems do not have this capability. MTS has recently installed cameras utilizing the newer technology and has adopted it as the standard for future projects, where applicable. Currently, there are 30 MTS transit centers equipped with CCTVs. During this reporting period, the following stations and transit centers were upgraded with high-resolution cameras:

- 47th Street Station
- Euclid Transit Center
- Fashion Valley Transit Center
- El Cajon Transit Center
- H Street Station
- Palomar Street Station
- San Ysidro Station

GRAFFITI TRACKER

MTS signed an agreement with the County of San Diego and various law enforcement agencies to participate in a new regional program called Graffiti Tracker. The program is a dedicated effort to identify and track gang and artistic tagging with a goal of apprehension and prosecution of offenders. With this program, once arrested, an offender is held responsible for all graffiti associated with his or her tag.

To accomplish this, special GPS cameras are used to photograph graffiti tags. The photographs are then uploaded to the Graffiti Tracker Web site, which facilitates a county-wide database to catalog the photographs by tagger, as well as cost to repair, arrest, and court-filing information—all of which is pertinent to building cases for prosecution. Since April 2011 when the Graffiti Tracker program was implemented at MTS, approximately 450 photographs have been uploaded using the special cameras. Three arrests have been made, and these cases are currently being adjudicated.

SPECIAL ENFORCEMENT OPERATIONS

Special enforcement activities occur on a continuing basis for the purposes of detecting specific criminal activity, such as graffiti, onboard thefts, transient camps on or near the right-of-way, illegal ticket sales, and illegal drug use and sales on MTS property. These

operations are sometimes conducted in concert with other law enforcement agencies. During this reporting period, the results of special enforcement activities were as follows.

- Undercover Teams - 13 plainclothes details produced arrests for drug possession, theft from a vehicle, illegal passenger solicitation and ticket selling, vandalism, and quality of life offenses.
- Law Enforcement Joint Operations - four joint field operations with local law enforcement agencies. The purpose of these operations was to address all violations, including quality-of-life issues and removing chronic violators from the MTS system.

In June, MTS participated with the San Diego Police Department and the San Diego County Sheriff in a Special Enforcement Unit (SEU) operation entitled "Operation Stone-Guard." During this detail, over 10,000 patrons were inspected, 412 citations issued, and an additional 23 arrests made.

SPECIAL ENFORCEMENT UNIT DETAILS (SEUS)

Special enforcement operations are conducted at random transit centers at irregular intervals. The purpose is to check all patrons for proper fare media who are boarding and deboarding trains. Thirteen SEU details were conducted during this reporting period. Some of these exercises are held with the local law enforcement agency having jurisdiction over the city wherein the SEU was conducted. During this period's zero-tolerance fare inspection details, 56,251 patrons were inspected with 1,528 citations issued.

SPECIAL AWARDS

In March, the Federal Bureau of Investigation (FBI) awarded two Certificates of Recognition to department personnel; one to a Code Compliance Inspector and the other to a Transit Systems Security Officer for their assistance in the apprehension of a bank robber. Following a bank robbery in the East County area, the suspect was observed at a station equipped with CCTVs, and a photograph was created from the video recording and broadcast to transit enforcement personnel in the field. Two weeks later, a Code Compliance Inspector working in the South Bay area recognized the subject deboarding a train and arrested him. Police and FBI agents later took the suspect into custody.

COMMUNITY OUTREACH

In the first six months of the year, several Transit Enforcement Department officers and management personnel attended and/or gave presentations to four community groups. These programs serve to acquaint neighborhoods and communities with MTS and help convey security and safety issues associated with the trolley and bus systems. Transit Enforcement management staff also attended the Border Transportation Council meeting for the purpose of promoting positive border relationships and addressing issues concerning MTS enforcement in the area, two Community Forum meetings in La Mesa, and an Operation Lifesaver program to students at the Monarch School.

SCHOOL SAFE PASSAGE PROGRAM

The primary purpose of this program is for all public safety agencies to assist various schools within the City of San Diego in offering solutions to any issues or concerns that may affect the student community. MTS security personnel routinely attend committee meetings and remain committed to the success of every safe passage program the San Diego Unified School District implements. During this reporting period, security personnel attended three meetings.

CANINE TEAMS

Three explosive-detection canine teams are funded through a cooperative agreement with the Transportation Security Administration (TSA). Primary duties include patrol of trains and facilities, response to check suspicious packages and fare enforcement. During this reporting period, the teams contacted 117,826 patrons, spent 286 hours training in 213 different scenarios, issued 195 citations, and responded to 18 calls for service.

BUSES AND BUS STOPS

Several proactive steps were initiated during this reporting period for the purposes of eliminating a variety of incidents including quality of life issues on buses and bus stops. The areas covered during this reporting period included the following:

- Increased patrol at 5th Avenue & University to handle heavy transient activity;
- Undercover teams targeted the University and El Cajon Boulevard corridors to enforce violations of alcoholic beverage consumption and loitering; and
- Officer ride-alongs on various routes as a result of bus operators being threatened with bodily harm on occasion and operator observations of patrons displaying weapons on certain routes.

There were 409 incidents reported resulting in 41 arrests and an additional 281 citations issued.

SAN DIEGO TROLLEY, INC.

San Diego Trolley, Inc. experienced 1,075 Part II arrests and 67 reports of Part I incidents for the first half of 2011. In the same period of 2010, there were 1,305 Part II arrests and 74 reports of Part I incidents.

SAN DIEGO TRANSIT CORPORATION

San Diego Transit Corporation experienced 94 Part II arrests and 10 reports of Part I incidents during this reporting period. In the same period of 2010, there were 111 Part II arrests and 16 reports of Part I incidents.

CONTRACT TRANSPORTATION SERVICES

MTS Contract Services experienced 40 Part II arrests and 4 reports of Part I incidents for this period in 2011. For the same period in 2010, there were 52 Part II arrests and 7 reports of Part I incidents.


Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Bill Burke, 619.595.4947, Bill.Burke@sdmts.com

OCT27-11.45.SEMIANNUAL SECURITY RPT.BBURKE

Attachment: A. Board 405 Reports

| | | | | | |
|--|---------|------------------|-------------|--|-----|
| <input type="checkbox"/> Form not applicable NTD ID <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | | BOARD 405 REPORT | | Required from transit agencies serving UZAs of 200,000 or more population. | |
| <input type="checkbox"/> Form 005 included | | | | Mode <input type="text"/> | |
| Based on the Uniform Crime Reporting Handbook | | | | | |
| Security Items | | In Vehicle | | In Station | |
| Location SDTI | | | | | |
| Part I Offenses (Reports) | | | | | |
| Violent Crime | Inc Inv | Arrests | | | |
| Homicide | 0 | 0 | | | |
| | | | Patrons 0 | 0 | 0 |
| | | | Employees 0 | 0 | 0 |
| | | | Others 0 | 0 | 0 |
| Forcible rape | 0 | 0 | | | |
| | | | Patrons 0 | 0 | 0 |
| | | | Employees 0 | 0 | 0 |
| | | | Others 0 | 0 | 0 |
| Robbery | 20 | 10 | | | |
| | | | Patrons 11 | 7 | 2 |
| | | | Employees 0 | 0 | 0 |
| | | | Others 0 | 0 | 0 |
| Aggravated assault | 9 | 6 | | | |
| | | | Patrons 1 | 2 | 4 |
| | | | Employees 0 | 0 | 0 |
| | | | Others 1 | 4 | 0 |
| Property Crime | Inc Inv | Arrests | | | |
| Burglary | 0 | 0 | 0 | 0 | 0 |
| Larceny/theft | 35 | 2 | | | |
| | | | Patrons 14 | 5 | 10 |
| | | | Employees 0 | 0 | 0 |
| | | | Others 0 | 5 | 2 |
| Motor vehicle theft | 3 | 0 | | | |
| | | | Patrons 0 | 0 | 2 |
| | | | Employees 0 | 0 | 0 |
| | | | Others 0 | 0 | 1 |
| Arson | 0 | 0 | 0 | 0 | 0 |
| Part II Offenses (Arrests) | | | | | |
| | Inc Inv | Arrests | | | |
| Other assaults | 57 | 40 | 12 | 24 | 4 |
| Vandalism | 247 | 79 | 35 | 36 | 8 |
| Sex offenses | 5 | 5 | 3 | 2 | 0 |
| Drug abuse violations | 88 | 89 | 13 | 70 | 6 |
| Driving under the influence | 2 | 2 | 0 | 0 | 2 |
| Drunkenness | 127 | 122 | 33 | 80 | 9 |
| Disorderly conduct | 521 | 474 | 131 | 318 | 25 |
| Trespassing | 270 | 165 | 1 | 0 | 164 |
| Fare evasion | 8,997 | 7,568 | 4,274 | 3,294 | 0 |
| Curfew & loitering laws | 117 | 99 | 0 | 90 | 9 |
| Total Transit Property Damage | | | | \$ 18,454.80 | |
| Internal Use Only | | | | | |
| Report Run Date | | Report Run Time | | Reporting Period | |
| 09/29/2011 | | 09:36:16AM | | 01/01/2011 To 06/30/2011 | |

☐ Form not applicableNTD ID ☐☐☐☐☐ Form 005 Included**BOARD 405 REPORT**Required from transit agencies serving UZAs
of 200,000 or more population.Mode ☐☐Type of Service ☐☐

Based on the Uniform Crime Reporting Handbook

| Security Items | In Vehicle | In Station | Other Transit Prop. |
|----------------|------------|------------|---------------------|
|----------------|------------|------------|---------------------|

Location SDTC**Part I Offenses (Reports)**

| Violent Crime | Inc Inv | Arrests | | | |
|--------------------|---------|---------|-----------|---|---|
| Homicide | 0 | 0 | | | |
| | | | Patrons | 0 | 0 |
| | | | Employees | 0 | 0 |
| | | | Others | 0 | 0 |
| Forcible rape | 0 | 0 | | | |
| | | | Patrons | 0 | 0 |
| | | | Employees | 0 | 0 |
| | | | Others | 0 | 0 |
| Robbery | 4 | 3 | | | |
| | | | Patrons | 2 | 0 |
| | | | Employees | 0 | 0 |
| | | | Others | 0 | 0 |
| Aggravated assault | 1 | 0 | | | |
| | | | Patrons | 0 | 0 |
| | | | Employees | 1 | 0 |
| | | | Others | 0 | 0 |

| Property Crime | Inc Inv | Arrests | | | |
|---------------------|---------|---------|-----------|---|---|
| Burglary | 0 | 0 | | | |
| | | | | 0 | 0 |
| Larceny/theft | 5 | 0 | | | |
| | | | Patrons | 2 | 0 |
| | | | Employees | 0 | 0 |
| | | | Others | 0 | 1 |
| Motor vehicle theft | 0 | 0 | | | |
| | | | Patrons | 0 | 0 |
| | | | Employees | 0 | 0 |
| | | | Others | 0 | 0 |
| Arson | 0 | 0 | | | |
| | | | | 0 | 0 |

| Part II Offenses (Arrests) | Inc Inv | Arrests | | | |
|-----------------------------|---------|---------|---|----|---|
| Other assaults | 27 | 0 | 0 | 0 | 0 |
| Vandalism | 37 | 10 | 6 | 4 | 0 |
| Sex offenses | 2 | 0 | 0 | 0 | 0 |
| Drug abuse violations | 8 | 7 | 1 | 5 | 1 |
| Driving under the influence | 2 | 2 | 1 | 1 | 0 |
| Drunkenness | 25 | 24 | 6 | 17 | 1 |
| Disorderly conduct | 165 | 30 | 3 | 26 | 1 |
| Trespassing | 2 | 1 | 0 | 0 | 1 |
| Fare evasion | 37 | 3 | 0 | 3 | 0 |
| Curfew & loitering laws | 23 | 20 | 0 | 18 | 2 |

Total Transit Property Damage

\$ 2,264.57

Internal Use Only

Report Run Date

Report Run Time

Reporting Period

09/29/2011

09:36:16AM

01/01/2011 To 06/30/2011

☐ Form not applicableNTD ID ☐☐☐☐☐ Form 005 Included**BOARD 405 REPORT**Required from transit agencies serving UZAs
of 200,000 or more population.Mode ☐☐Type of Service ☐☐

Based on the Uniform Crime Reporting Handbook

| Security Items | | | In Vehicle | In Station | Other Transit Prop. |
|--------------------------------------|---------|---------|-------------|------------|---------------------|
| Location MTS CONTRACT | | | | | |
| Part I Offenses (Reports) | | | | | |
| Violent Crime | Inc Inv | Arrests | | | |
| Homicide | 0 | 0 | | | |
| | | | Patrons 0 | 0 | 0 |
| | | | Employees 0 | 0 | 0 |
| | | | Others 0 | 0 | 0 |
| Forcible rape | 0 | 0 | | | |
| | | | Patrons 0 | 0 | 0 |
| | | | Employees 0 | 0 | 0 |
| | | | Others 0 | 0 | 0 |
| Robbery | 2 | 1 | | | |
| | | | Patrons 0 | 2 | 0 |
| | | | Employees 0 | 0 | 0 |
| | | | Others 0 | 0 | 0 |
| Aggravated assault | 0 | 0 | | | |
| | | | Patrons 0 | 0 | 0 |
| | | | Employees 0 | 0 | 0 |
| | | | Others 0 | 0 | 0 |
| Property Crime | Inc Inv | Arrests | | | |
| Burglary | 0 | 0 | 0 | 0 | 0 |
| Larceny/theft | 2 | 0 | | | |
| | | | Patrons 1 | 1 | 0 |
| | | | Employees 0 | 0 | 0 |
| | | | Others 0 | 0 | 0 |
| Motor vehicle theft | 0 | 0 | | | |
| | | | Patrons 0 | 0 | 0 |
| | | | Employees 0 | 0 | 0 |
| | | | Others 0 | 0 | 0 |
| Arson | 0 | 0 | 0 | 0 | 0 |
| Part II Offenses (Arrests) | | | | | |
| | Inc Inv | Arrests | | | |
| Other assaults | 6 | 4 | 3 | 1 | 0 |
| Vandalism | 11 | 5 | 0 | 5 | 0 |
| Sex offenses | 0 | 0 | 0 | 0 | 0 |
| Drug abuse violations | 3 | 3 | 1 | 2 | 0 |
| Driving under the influence | 0 | 0 | 0 | 0 | 0 |
| Drunkenness | 6 | 4 | 3 | 1 | 0 |
| Disorderly conduct | 17 | 11 | 2 | 9 | 0 |
| Trespassing | 0 | 0 | 0 | 0 | 0 |
| Fare evasion | 6 | 5 | 0 | 5 | 0 |
| Curfew & loitering laws | 3 | 3 | 0 | 3 | 0 |
| Total Transit Property Damage | | | | | |
| | | | \$ 695.26 | | |

Internal Use Only

Report Run Date

09/29/2011

Report Run Time

09:36:16AM

Reporting Period

01/01/2011 To 06/30/2011

☐ Form not applicableNTD ID ☐☐☐☐☐ Form 005 Included**BOARD 405 REPORT**Required from transit agencies serving UZAs
of 200,000 or more population.Mode ☐☐Type of Service ☐☐

Based on the Uniform Crime Reporting Handbook

| Security Items | In Vehicle | In Station | Other Transit Prop. |
|--------------------------------------|------------|-------------|---------------------|
| Location SDTI | | | |
| Part I Offenses (Reports) | | | |
| Violent Crime | Inc Inv | Arrests | |
| Homicide | 0 | 0 | |
| | Patrons | 0 | 0 |
| | Employees | 0 | 0 |
| | Others | 0 | 0 |
| Forcible rape | 0 | 0 | |
| | Patrons | 0 | 0 |
| | Employees | 0 | 0 |
| | Others | 0 | 0 |
| Robbery | 17 | 9 | |
| | Patrons | 8 | 9 |
| | Employees | 0 | 0 |
| | Others | 0 | 0 |
| Aggravated assault | 10 | 3 | |
| | Patrons | 4 | 1 |
| | Employees | 0 | 0 |
| | Others | 1 | 1 |
| Property Crime | Inc Inv | Arrests | |
| Burglary | 1 | 0 | |
| Larceny/theft | 39 | 4 | |
| | Patrons | 11 | 3 |
| | Employees | 0 | 0 |
| | Others | 0 | 1 |
| Motor vehicle theft | 7 | 0 | |
| | Patrons | 0 | 0 |
| | Employees | 0 | 0 |
| | Others | 0 | 0 |
| Arson | 0 | 0 | |
| | | 0 | 0 |
| Part II Offenses (Arrests) | | | |
| Other assaults | 55 | 30 | |
| Vandalism | 169 | 51 | |
| Sex offenses | 10 | 10 | |
| Drug abuse violations | 221 | 226 | |
| Driving under the influence | 2 | 2 | |
| Drunkenness | 141 | 141 | |
| Disorderly conduct | 514 | 491 | |
| Trespassing | 273 | 212 | |
| Fare evasion | 9,650 | 8,776 | |
| Curfew & loitering laws | 157 | 142 | |
| | | 0 | 114 |
| Total Transit Property Damage | | | |
| | | \$ 8,299.35 | |

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Report Run Date

Report Run Time

Reporting Period

10/11/2011

10:55:29AM

01/01/2010 To 06/30/2010

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of 200,000 or more population.Mode ☐Type of Service ☐

Based on the Uniform Crime Reporting Handbook

| Security Items | | | In Vehicle | In Station | Other Transit Prop. |
|--------------------------------------|---------|---------|-------------|------------|---------------------|
| Location SDTC | | | | | |
| Part I Offenses (Reports) | | | | | |
| Violent Crime | Inc Inv | Arrests | | | |
| Homicide | 0 | 0 | | | |
| | | | Patrons 0 | 0 | 0 |
| | | | Employees 0 | 0 | 0 |
| | | | Others 0 | 0 | 0 |
| Forcible rape | 0 | 0 | | | |
| | | | Patrons 0 | 0 | 0 |
| | | | Employees 0 | 0 | 0 |
| | | | Others 0 | 0 | 0 |
| Robbery | 3 | 2 | | | |
| | | | Patrons 0 | 3 | 0 |
| | | | Employees 0 | 0 | 0 |
| | | | Others 0 | 0 | 0 |
| Aggravated assault | 6 | 2 | | | |
| | | | Patrons 0 | 5 | 0 |
| | | | Employees 1 | 0 | 0 |
| | | | Others 1 | 0 | 0 |
| Property Crime | Inc Inv | Arrests | | | |
| Burglary | 0 | 0 | 0 | 0 | 0 |
| Larceny/theft | 7 | 0 | | | |
| | | | Patrons 4 | 0 | 1 |
| | | | Employees 0 | 0 | 1 |
| | | | Others 0 | 0 | 1 |
| Motor vehicle theft | 0 | 0 | | | |
| | | | Patrons 0 | 0 | 0 |
| | | | Employees 0 | 0 | 0 |
| | | | Others 0 | 0 | 0 |
| Arson | 0 | 0 | 0 | 0 | 0 |
| Part II Offenses (Arrests) | | | | | |
| | Inc Inv | Arrests | | | |
| Other assaults | 24 | 4 | 2 | 2 | 0 |
| Vandalism | 36 | 3 | 2 | 1 | 0 |
| Sex offenses | 3 | 1 | 1 | 0 | 0 |
| Drug abuse violations | 18 | 17 | 0 | 13 | 4 |
| Driving under the influence | 1 | 1 | 0 | 0 | 1 |
| Drunkenness | 28 | 26 | 9 | 14 | 3 |
| Disorderly conduct | 171 | 28 | 0 | 25 | 3 |
| Trespassing | 0 | 0 | 0 | 0 | 0 |
| Fare evasion | 34 | 11 | 0 | 11 | 0 |
| Curfew & loitering laws | 32 | 31 | 0 | 25 | 6 |
| Total Transit Property Damage | | | | | |
| | | | \$ 4,986.85 | | |

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Report Run Date

Report Run Time

Reporting Period

10/11/2011

10:55:29AM

01/01/2010 To 06/30/2010

☐ Form not applicableNTD ID ☐☐☐☐☐ Form 005 Included**BOARD 405 REPORT**Required from transit agencies serving UZAs
of 200,000 or more population.Mode ☐Type of Service ☐

Based on the Uniform Crime Reporting Handbook

| Security Items | In Vehicle | In Station | Other Transit Prop. |
|--------------------------------------|------------|------------|---------------------|
| Location MTS CONTRACT | | | |
| Part I Offenses (Reports) | | | |
| Violent Crime | Inc Inv | Arrests | |
| Homicide | 0 | 0 | |
| | Patrons | 0 | 0 |
| | Employees | 0 | 0 |
| | Others | 0 | 0 |
| Forcible rape | 0 | 0 | |
| | Patrons | 0 | 0 |
| | Employees | 0 | 0 |
| | Others | 0 | 0 |
| Robbery | 0 | 0 | |
| | Patrons | 0 | 0 |
| | Employees | 0 | 0 |
| | Others | 0 | 0 |
| Aggravated assault | 0 | 0 | |
| | Patrons | 0 | 0 |
| | Employees | 0 | 0 |
| | Others | 0 | 0 |
| Property Crime | Inc Inv | Arrests | |
| Burglary | 0 | 0 | 0 |
| Larceny/theft | 7 | 1 | |
| | Patrons | 2 | 3 |
| | Employees | 0 | 0 |
| | Others | 0 | 0 |
| Motor vehicle theft | 0 | 0 | |
| | Patrons | 0 | 0 |
| | Employees | 0 | 0 |
| | Others | 0 | 0 |
| Arson | 0 | 0 | 0 |
| Part II Offenses (Arrests) | | | |
| Other assaults | 4 | 1 | 0 |
| Vandalism | 20 | 5 | 1 |
| Sex offenses | 1 | 1 | 1 |
| Drug abuse violations | 6 | 6 | 0 |
| Driving under the influence | 0 | 0 | 0 |
| Drunkenness | 6 | 6 | 2 |
| Disorderly conduct | 40 | 21 | 3 |
| Trespassing | 0 | 0 | 0 |
| Fare evasion | 12 | 9 | 0 |
| Curfew & loitering laws | 12 | 12 | 0 |
| Total Transit Property Damage | | | |
| | | \$ 600.00 | |

Internal Use Only

Report Run Date

Report Run Time

Reporting Period

10/11/2011

10:55:29AM

01/01/2010 To 06/30/2010



1255 Imperial Avenue, Suite 1000
San Diego, CA 92101-7490
(619) 231-1466 • FAX (619) 234-3407

Agenda

Item No. 62

Chief Executive Officer's Report

ADM 121.7

October 27, 2011

In accordance with Board Policy No. 52, Procurement of Goods and Services, attached are listings of contracts, purchase orders, and work orders that have been approved within the CEO's authority (up to and including \$100,000) for the period October 3, 2011, through October 13, 2011.

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| EXPENSE CONTRACTS | | | | | |
|-------------------|--------------------------------|--|-------------|------------|--|
| Doc# | Organization | Subject | Amount | Day | |
| B0453.2-06 | VEOLIA TRANSPORTATION SERVICES | POWER WASHING SERVICES | \$92,100.32 | 10/6/2011 | |
| G1072.8-07 | LAW OFFICES OF R. MARTIN BOHL | LEGAL SERVICES - LAND USE | \$50,000.00 | 10/6/2011 | |
| G1399.0-12 | PRIZM JANITORIAL SERVICES | FASHION VALLEY TRANSIT CTR DRIVER RESTRM | \$43,924.10 | 10/6/2011 | |
| B0566.0-12 | EF ENTERPRISES | IN-PLANT INSP, PRE-DELIV INSP, POST COMP | \$4,800.00 | 10/13/2011 | |

| REVENUE CONTRACTS | | | | | |
|-------------------|--------------------------------|--------------------------------------|---------------|------------|--|
| Doc# | Organization | Subject | Amount | Day | |
| L1044.0-12 | FTSI | ROE PERMIT FOR ATM ELECTRICAL HOOKUP | \$0.00 | 10/3/2011 | |
| L1045.0-12 | HAMILTON PACIFIC | ROE PERMIT FOR ATM AT SDMCU | \$0.00 | 10/3/2011 | |
| G0259.5-94 | GOODWILL INDUSTRIES OF SD COUN | ROE FOR SPRING STREET | \$0.00 | 10/6/2011 | |
| L4606.0-12 | ARIEL SUITES, L.P. | LICENSE AGREEMENT FOR TIEBACKS | (\$10,500.00) | 10/6/2011 | |
| B0510.0-09 | SANDAG | BRT STATION MAINT. AND TRANSIT OPS | (\$90,000.00) | 10/13/2011 | |