Metropolitan Transit System

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

Agenda

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

June 23, 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 - May 26, 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.	

Please SILENCE electronics during the meeting

CONSENT ITEMS

6.	<u>MTS: Portable Toilet Rental Services - Contract Award</u> Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1379.0-11 with Diamond Environmental for portable toilet rental services for a three-year base with 2 one-year options.	Approve
7.	<u>MTS: Certifications and Assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Funds</u> Action would approve Resolution No. 11-7, which agrees to comply with all conditions and requirements set forth in the Certifications and Assurances document and applicable statutes, regulations, and guidelines for all Public Transportation Modernization, Improvement, and Service Enhancement Account- (PTMISEA)-funded transit projects and authorizes the CEO or designated representative to execute all required documents of the PTMISEA program and any amendments thereto with the California Department of Transportation (Caltrans).	Approve
8.	<u>MTS: NABI Brake Linings and Disc Brake Pads - Contract Award</u> Action would authorize the CEO to execute a five-year contract (MTS Doc. No. B0556.0-11) with North American Bus Industries (NABI) for brake linings and disc brake pads.	Approve
9.	<u>MTS: Taxicab Committee Revised Guidelines</u> Action would approve the proposed changes to the Taxicab Committee Guidelines.	Approve
10.	<u>MTS: Fiscal Year 2012 Transportation Development Act (TDA) Claim</u> Action would adopt Resolution Nos. 11-8, 11-9, and 11-10 approving fiscal year (FY) 2012 Transportation Development Act (TDA) Article 4.0, 4.5, and 8.0 claims.	Adopt
11.	<u>MTS: Increased Authorization for Legal Services - Wheatley Bingham & Baker</u> Action would authorize the CEO to execute MTS Doc. No. G1111.18-07 with Wheatley Bingham & Baker for legal services and ratify prior amendments entered into under the CEO's authority.	Approve/ Ratify
12.	<u>MTS: Increased Authorization for Legal Services - Law Offices of Mark H. Barber, APC</u> Action would authorize the CEO to execute MTS Doc. No. G1162.11-08 with the Law Offices of Mark H. Barber for legal services and ratify prior amendments entered into under the CEO's authority.	Approve/ Ratify
13.	<u>MTS: GIRO, Inc. Regional Scheduling System (RSS) - Contract Amendment</u> Action would: (1) authorize the CEO to execute MTS Doc. No. G0856.17-03 with GIRO, Inc. to fund the HASTUS Maintenance and Service Support Agreement for the Regional Scheduling System (RSS) contract for the period from July 1, 2011, through June 30, 2012; (2) ratify MTS Doc. No. G0856.15-03 with GIRO, Inc., which was previously executed under the CEO's authority to fund the Service Support Agreement for the HASTOP module for FY 11; and (3) ratify MTS Doc. No. G0856.16-03 with GIRO, Inc., which was previously executed under the CEO's authority to fund the HASTOP poster changes for FY 11.	Approve/ Ratify

14.	MTS: Renewal of San Diego Transit Corporation and San Diego Trolley, Inc. Operating and License Agreements Action would authorize the CEO to execute MTS Doc. No. T0035.4-90 with San Diego Transit Corporation (SDTC) and MTS Doc. No. T0034.4-90 with San Diego Trolley, Inc. (SDTI) for the renewal of operating and license agreements.	Approve
15.	MTS: Increased Authorization for Legal Services - Law Offices of David C. Skyer Action would authorize the CEO to enter into MTS Doc. No. G1108.7-07 with Law Offices of David C. Skyer for legal services and ratify prior amendments entered into under the CEO's authority.	Approve/ Ratify
16.	SDTC: Trapeze Software License and Maintenance Agreement Action would authorize the CEO to execute MTS Doc. No. B0563.0-11 with Trapeze Software Group, Inc. (Trapeze) for a software license and maintenance agreement for a base period of two years with one option year.	Approve
17.	MTS: Motorola Regional Transit Management System - Service Contract Action would authorize the CEO to execute: (1) MTS Doc. No. G0867.12-03 with Motorola, Inc. to extend the Regional Transit Management System (RTMS) warranty support period from July 1, 2011, to December 31, 2011; and (2) MTS Doc. No. G0868.6-03 with North County Transit District (NCTD) for a Funds Transfer Agreement.	Approve

CLOSED SESSION

24.	a. SDTI: CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS Pursuant to California Government Code section 54957.6 Agency-Designated Representative - Jeff Stumbo Employee Organization - Transit Enforcement Officers Association	Possible Action
	b. SDTI: CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS Pursuant to California Government Code section 54957.6 Agency-Designated Representative - Jeff Stumbo Employee Organization - International Brotherhood of Electrical Workers, Local 465	Possible Action
	Oral Report of Final Actions Taken in Closed Session	

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30. None.

REPORT ITEMS

45.	MTS: Operations Budget Status Report for April 2011 (Mike Thompson) Action would receive the MTS operations budget status report for April 2011.	Receive
46.	MTS: 2011 Rock 'n' Roll Marathon Recap (Tom Doogan and Jim Byrne) Action would receive a report for information.	Receive

60. Chairman's Report — Information

61. Audit Oversight Committee Chairman's Report — Information

62. Chief Executive Officer's Report — Information

63. Board Member Communications

64. Additional Public Comments Not on the Agenda
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. Next Meeting Date: July 14, 2011

66. Adjournment

JOINT MEETING OF THE BOARD OF DIRECTORS FOR THE
METROPOLITAN TRANSIT SYSTEM (MTS),
SAN DIEGO TRANSIT CORPORATION (SDTC), AND
SAN DIEGO TROLLEY, INC. (SDTI)
1255 Imperial Avenue, Suite 1000
San Diego, CA 92101

May 26, 2011

DRAFT MINUTES

1. Roll Call

Chairman Mathis called the Board meeting to order at 9:02 a.m. A roll call sheet listing Board member attendance is attached.

2. Approval of Minutes

Mr. Van Deventer moved to approve the minutes of the May 12, 2011, MTS Board of Directors meeting. Mr. Ewin seconded the motion, and the vote was 10 to 0 in favor.

3. Public Comments

There were no public comments.

CONSENT ITEMS:

6. MTS: Investment Report - March 2011

Action would receive a report for information.

7. MTS: South Bay Maintenance Facility CNG Fueling Station Electrical Upgrade - Contract Amendment

Action would: (1) authorize the CEO to execute MTS Doc. No. PWB127.2-10 with Trillium USA (Trillium) for electrical utility supply improvements at the South Bay Maintenance Facility (SBMF) compressed natural gas (CNG) fueling station; and (2) ratify MTS Doc. No. PWB127.1-10, which was previously approved under the CEO's authority to limit the fueling lane hoses at SBMF to a maximum of 12 feet in length.

Action on Recommended Consent Items

Mr. Ovrom moved to approve Consent Agenda Item Nos. 6 and 7. Mr. Van Deventer seconded the motion and the vote was 10 to 0 in favor.

CLOSED SESSION:

24. None.

NOTICED PUBLIC HEARINGS:

25. MTS: FY 2012 Budget - Public Hearing and Adoption

Mike Thompson, Budget Manager, gave the Board of Directors a presentation on the fiscal year 2012 budget. He gave a recap of the revenue assumptions and talked about consolidated revenue for FY 2012. He then gave a recap of the expense assumptions and talked about the consolidated expenses. He also briefly talked about the upcoming five-year projections. Mr. Thompson stated that the contingency reserve balance June 30, 2010, was $21,885,000. He explained that the fiscal year 2011 amended budget includes no reserve utilization, and the fiscal year 2012 proposed budget includes no reserve utilization. He also stated that the reserve balance of $21.9 million is 9.4% of the $233.1 million operating budget, and that the target for reserve balance is between 10-15% of operating budget.

Ms. Emerald questioned why there was such a huge deficit for the five-year projections and wanted to know what the strategy was going forward. Mr. Thompson explained that there is a deficit for this fiscal year and it will carry forward for the next five years. Mr. Jablonski explained that there could be state-level funding of $15 million to $18 million for this fiscal year that would close the gap. He explained further that staff is trying to develop a strategy if the money is not received so that cuts in service and fare increases do not occur. He mentioned that one of the labor contracts was recently settled allowing for some savings over the long run.

Ms. Emerald questioned why staff was predicting a 20% increase in fuel costs. Mr. Thompson explained that the projections are based on historical increases and projections released from the Department of Energy.

PUBLIC HEARING:

Chairman Mathis opened the hearing at 9:21 a.m.

There were no public speakers.

Chairman Mathis closed the hearing at 9:21 a.m.

Actions Taken

Ms. Emerald moved to (1) hold a public hearing, receive testimony, and review and comment on the fiscal year 2012 budget information presented in this report; and (2) enact Resolution No. 11-6 adopting the operating and capital budgets for MTS and approving the operating budgets for San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI), MTS Contract Services, Chula Vista Transit, and the Coronado Ferry. Mr. Castaneda seconded the motion, and the vote was 14 to 0 in favor.

DISCUSSION ITEMS:

30. MTS: Vintage Trolley Service and Transfer and Ownership of PCC 529 from San Diego Vintage Trolley, Inc.

Wayne Terry, Chief Operating Officer of Rail, gave the Board a presentation regarding the vintage trolley service, which would operate as the Silver Line. He explained that in 1995, the

Board of Directors approved the Vintage Trolley project. Presidents' Conference Committee Streetcar (PCC) 1122 was recommissioned PCC 529 and ended its retirement in 2005 in Lake Tahoe. He mentioned that the interior was renovated, the roof was reinforced, pantograph was installed, and the exterior was rehabilitated. Mr. Terry stated that PCC 529 is ready for service and the vintage trolley is ready to undergo start-up tasks and an operating plan will be established.

Mr. Terry explained that the vehicle underwent ADA compliance modifications including a wheelchair lift, and has been classified as a major project according to the CPUC. He briefly talked about the operating cost requirements with a total of $156,000 in fiscal year 2012 operating costs. Mr. Terry mentioned that the vintage trolley hub will be located at 12th and Imperial with a vintage looking shelter and will include a docent museum volunteer to provide information on the history of San Diego streetcars and related points of interest.

Chairman Mathis stated that the San Diego Vintage Trolley, Inc. raised $244,000 with in-kind donations, and the project has not been a public-subsidized project. He mentioned that once the vintage trolley is operating, it will become part of the MTS revenue of vehicles.

Mr. Ewin stated that the vintage trolley is a great project for those who want a look at the history of San Diego and those who once rode on these streetcars. He hopes that the nonprofit fundraising continues.

Mr. Gloria mentioned that the streetcars are part of the 2050 Regional Transportation Plan and his district is very excited about the project. He wanted to know why only cash would be accepted on the vintage trolley. Chairman Mathis explained that it is a matter of concern for those getting on and riding all day. He explained further that riding the vintage trolley is an experience and felt a separate fare would let the maximum amount of people ride and, most likely, the majority of riders will be tourists. He mentioned that the vintage trolley can accommodate 45 people seated and about 100 people in total, and that an enforcement officer will be onboard to help people ride comfortably.

Ms. England mentioned that the vintage trolley should be rented out to groups to raise some capital. Chairman Mathis stated that a charter policy is in the business plan and that we currently charter out our other vehicles.

Ms. Emerald agreed with Ms. England that there needs to be some additional uses for the vintage trolley because there could be a loss of revenue, and she would like staff to bring quarterly financial reports to the Board.

Action Taken

Mr. Minto moved to (1) accept ownership of PCC 529 as part of the MTS-Rail vehicle fleet; (2) approve the San Diego Vintage Trolley, Inc. (SDVTI) operating plan and budget; and (3) provide a quarterly financial report. Ms. England seconded the motion, and the vote was 14 to 0 in favor.

REPORT ITEMS:

45. None

60. Chairman's Report

There was no Chairman's report.

61. Audit Oversight Committee Chairman's Report

Mr. Ewin stated that the first Audit Oversight Committee will be held on June 2, 2011.

62. Chief Executive Officer's Report

Mr. Jablonski explained that he recently traveled to Sacramento for the California Transit Association (CTA) Executive Committee meeting and Legislative Day. He stated that the focus of the meetings was to talk about state funding and funding strategies. He also mentioned his recent trip to Memphis for the APTA Bus and Paratransit Conference, which focused on traditional operating practices.

He also explained that each Board member has been invited to attend the 125th transit anniversary and 30th trolley anniversary event, which has been paid for through sponsorship in exchange for promotional bus and trolley wraps to congratulate the San Diego region.

63. Board Member Communications

There were no Board member communications.

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, June 9, 2011.

66. Adjournment

Chairman Mathis adjourned the meeting at 10:03 a.m.

Chairperson
San Diego Metropolitan Transit System

Filed by:

Office of the Clerk of the Board
San Diego Metropolitan Transit System

Approved as to form:

Office of the General Counsel
San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

H:\Minutes - Executive Committee, Board, and Committees\Minutes - 2010\MINUTES - Board 05-26-11 DRAFT.docx

METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
ROLL CALL

MEETING OF (DATE): May 26, 2011 CALL TO ORDER (TIME): 9:02 AM

RECESS: ____________ RECONVENE: ____________

CLOSED SESSION: ____________ RECONVENE: ____________

PUBLIC HEARING: 9:21 AM RECONVENE: 9:21 AM

ORDINANCES ADOPTED: ____________ ADJOURN: 10:03 AM

BOARD MEMBER		(Alternate)		PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
CASTANEDA	☑	(Rindone)	☐	9:04 a.m.	
CUNNINGHAM	☐	(Mullin)	☑		
EWIN	☑	(Sterling)	☐		
EMERALD	☑	(Faulconer)	☐		
ENGLAND	☑	(Gastil)	☐		
GLORIA	☑	(Faulconer)	☐	9:04 a.m.	
JANNEY	☑	(Bragg)	☐		
LIGHTNER	☑	(Faulconer)	☐		
MATHIS	☑	(Vacant)	☐		
MCCLELLAN	☐	(Hanson-Cox)	☐		
MINTO	☑	(McNelis)	☐	9:07 a.m.	
OVROM	☑	(Denny)	☐		
ROBERTS	☑	(Cox)	☐		
VAN DEVENTER	☑	(Zarate)	☐		
YOUNG	☑	(Faulconer)	☐	9:12 a.m.	

SIGNED BY THE OFFICE OF THE CLERK OF THE BOARD: Valerie Vizkeleti

CONFIRMED BY OFFICE OF THE GENERAL COUNSEL: Ellen Land

H:\Roll Call Sheets\Roll Call Sheets - 2011\5.26.11 Board Roll Call.Docx

Metropolitan Transit System

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

Agenda   Item No. 6

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

June 23, 2011

SUBJECT:

MTS: PORTABLE TOILET RENTAL SERVICES - CONTRACT AWARD

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1379.0-11 (in substantially the same format as Attachment A) with Diamond Environmental for portable toilet rental services for a three-year base with 2 one-year options.

Budget Impact

Diamond Environmental bid prices per year are as follows:

➢ Year 1 Base Year	$32,790.72
➢ Year 2 Base Year	$33,400.92
➢ Year 3 Base Year	$34,175.52
➢ Year 4 Option Year	$35,115.24
➢ Year 5 Option Year	$36,287.52
Total:	$171,769.92

The funds are budgeted under San Diego Transit Corporation's (SDTC's) and San Diego Trolley, Inc.'s (SDTI's) operating maintenance funds, which include federal and local funds.

DISCUSSION:

MTS Policy No. 52 governing procurement of goods and services requires a formal competitive bid process for procurements exceeding $100,000.

MTS solicited an Invitation for Bids for portal toilet rental service (for a three-year base with 2 one-year options) on February 25, 2011, and opened the bids on April 20, 2011. Three bids were received—two bids were responsive and one was nonresponsive (see Attachment B). Diamond Environmental was the lowest responsive, responsible bidder for the five-year period; therefore; pursuant to MTS policy, staff recommends award of MTS Doc. No. G1379.0-11 to Diamond Environmental in the amount of $171,769.92.

Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Marco Yniguez, 619.557.4576, marco.yniguez@sdmts.com

JUNE23-11.6.PORTABLE TOILET RENTAL SVCS.MYNIGUEZ

Attachments: A. MTS Doc. No. G1379.0-11
B. Bid Summary

STANDARD SERVICES AGREEMENT

DRAFT

G1379.0-11
CONTRACT NUMBER
OPS 970.2
FILE NUMBER(S)

THIS AGREEMENT is entered into this ______ day of ______________ 2011, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: Diamond Environmental

Address: 807 East Mission Road
San Marcos, CA 92069

Form of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: 760.744.7191

Authorized person to sign contracts: Tanno Gomolka (Name) — Sales Manager (Title)

The attached Standard Conditions are part of this agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Provide portal toilet rental services as stipulated in MTS's Invitation for Bids (IFB) MTS Doc. No. G1379.0-11 in accordance with the Standard Services Agreement, including the Standard Conditions Services, Safety Department's Standard Operating Procedures (SAF-016), and Diamond Environmental Bid Proposal dated 4/18/11. If there are inconsistencies between the Contract Documents (as per attached CD), the following order of precedence will govern the interpretation of this contract:

1. MTS's Invitation for Bids and Diamond Environmental Bid Proposal dated 4/18/11.
2. Standard Services Agreement, including the Standard Conditions Services, and Federal Requirements.

The term of this contract shall be a three-year base with 2 one-year options (July 1, 2011, through June 30, 2016). The total cost of this contract shall not exceed $171,769.92.

Year 1	Base Year	$32,790.72
Year 2	Base Year	$33,400.92
Year 3	Base Year	$34,175.52
Year 4	Option Year	$35,115.24
Year 5	Option Year	$36,287.52
Total:		$171,769.92

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: ______________ Chief Executive Officer	Firm: ______________
Approved as to form:	By: ______________ Signature
By: ______________ Office of General Counsel	Title: ______________

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
$171,769.92	201-53910/380-53710	2011 - 2016

By: ______________________________
Chief Financial Officer — Date

PORTABLE TOILET RENTAL SERVICE

BID SUMMARY

Invitation for Bids

COMPANY NAME	BID AMOUNT Total of Five (5) Years
***DIAMOND ENVIRONMENTAL**	$ **171,769.92**
SPANKY`S	$ 222,625.09
UNITED SITE SERVICES	*NONRESPONSIVE* $ 198,838,27

*** Lowest Responsive, Responsible Bidder**

1255 Imperial Avenue, Suite 1000
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Agenda

Item No. 7

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

June 23, 2011

SUBJECT:

MTS: CERTIFICATIONS AND ASSURANCES FOR THE PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT, AND SERVICE ENHANCEMENT ACCOUNT (PTMISEA) FUNDS

RECOMMENDATION:

That the Board of Directors approve Resolution No.11-7 (Attachment A), which agrees to comply with all conditions and requirements set forth in the Certifications and Assurances document and applicable statutes, regulations, and guidelines for all Public Transportation Modernization, Improvement, and Service Enhancement Account-(PTMISEA)-funded transit projects and authorizes the Chief Executive Officer (CEO) or designated representative to execute all required documents of the PTMISEA program and any amendments thereto with the California Department of Transportation (Caltrans).

Budget Impact

None.

DISCUSSION:

Caltrans provides funding for the PTMISEA, which was created by Proposition 1B. As a condition of the receipt of PTMISEA bond funds, MTS must agree to comply with specific terms and conditions outlined in the PTMISEA certifications and assurances. In addition, the Board must authorize the CEO or designated representative to execute all required documents of the PTMISEA program and any amendments thereto with Caltrans.

Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Nancy Dall, 619.557.4537, nancy.dall@sdmts.com

Attachment: A. Resolution No. 11-7

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 11-7

AUTHORIZATION FOR THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES FOR THE PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT, AND SERVICE ENHANCEMENT ACCOUNT BOND PROGRAM

WHEREAS, the San Diego Metropolitan Transit System is an eligible project sponsor and may receive state funding from the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 88 (2007) named the California Department of Transportation (Caltrans) as the administrative agency for the PTMISEA; and

WHEREAS, Caltrans has developed guidelines for the purpose of administering and distributing PTMISEA funds to eligible project sponsors (local agencies); and

WHEREAS, the San Diego Metropolitan Transit System wishes to delegate authorization to execute these documents and any amendments thereto to the Chief Executive Officer or designated representative.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Directors of the San Diego Metropolitan Transit System that the fund recipient agrees to comply with all conditions and requirements set forth in the Certifications and Assurances document and applicable statutes, regulations, and guidelines for all PTMISEA-funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Chief Executive Officer or designated representative be authorized to execute all required documents of the PTMISEA program and any amendments thereto with Caltrans.

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:

Clerk of the Board
San Diego Metropolitan Transit System

Approved as to form:

Office of the General Counsel
San Diego Metropolitan Transit System

JUNE23-11.7.PTMISEA FUNDS.RESO 11-7.NDALL

Metropolitan Transit System

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

Agenda Item No. 8

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

June 23, 2011

SUBJECT:

MTS: NABI BRAKE LININGS AND DISC BRAKE PADS - CONTRACT AWARD

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute a five-year contract (MTS Doc. No. B0556.0-11 - in substantially the same format as Attachment A) with North American Bus Industries (NABI) for brake linings and disc brake pads.

Budget Impact

Funding not to exceed $180,537.94 for this contract would be allocated under the MTS Bus Maintenance operation budget (312/322-54510), which uses 80% federal funds and 20% local funds.

DISCUSSION:

MTS Policy No. 52 governing procurement of goods and services requires a formal competitive bid process for procurements exceeding $100,000.

The brake linings and disc brake pads specified in the Invitation for Bids (IFB) MTS Doc. No. B0556.0-11 are used by the MTS Bus Maintenance Department to make bus repairs and are inventoried at both MTS Bus operating divisions (Imperial Avenue Division and Kearny Mesa Division).

On March 11, 2011, MTS issued an IFB to interested parties for brake linings and disc brake pads for a five-year period. The solicitation required that bid prices be fixed for the five-year period of the contract. The Maintenance Department's estimated annual usage was the multiplier used to evaluate and award the contract, but its actual usage may be more or less than estimated.

Bids were opened on April 19, 2011, in response to the solicitation (see Bid Summary – Attachment B). A total of eight bids were evaluated, and none of the eight bids meet the Buy America requirements. MTS has requested a general waiver according to 49 C.F.R., Section 661.7 (c). Under the provision of Section 165 (b) (4) of the Act, the Administrator may waive the general requirements if the Administrator finds that the materials for which a waiver is requested are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality. Therefore, under this provision, the brake linings and disc brake pads qualify for a general waiver from the Federal Transit Administration (FTA). North American Bus Industries (NABI) is the lowest bidder at $180,537.94.

MTS has applied for the general waiver from the FTA and expects to receive approval of this waiver in the next few weeks. Therefore, staff is requesting approval of this contract award contingent upon the receipt of an FTA-approved waiver.

Therefore, pursuant to MTS policy, staff recommends award of MTS Doc. No. B0556.0-11 to NABI for brake linings and disc brake pads.

Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Ray Thompson, 619.238.0100, Ext. 6504, ray.thompson@sdmts.com

Attachments: A. MTS Doc. No. B0556.0-11
B. Bid Summary

STANDARD PROCUREMENT AGREEMENT

DRAFT

B0556.0-11
CONTRACT NUMBER
OPS 960.2
FILE NUMBER(S)

THIS AGREEMENT is entered into this ______ day of ______________ 2011, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: North American Bus Industries

Address: 1275 S. Houk Road
Delaware, OH 43015

Form of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: 740.368.7934

Authorized person to sign contracts: Mary Stacklin (Name) Contract Analyst (Title)

The attached Standard Conditions are part of this agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Provide brake linings and disc brake pads to MTS Bus as stipulated in MTS's Invitation for Bids (IFB) for the Brake Linings and Disc Brake Pads IFB (MTS Doc. No. B0556.0-11); including MTS's Responses to Written Questions and Clarifications/RFAs, Addendum No. 1; and in accordance with the Standard Procurement Agreement, including the Standard Conditions Procurement, Federal Requirements, Safety Department's SOP (SAF-016), and North American Bus Industries' Bid Proposal (hereinafter Contract Documents") dated 4/19/11. If there are inconsistencies between the Contract Documents, the following order of precedence will govern the interpretation of this contract:

1. MTS's Brake Linings and Disc Brake Pads IFB, MTS's Response to Written Questions/Clarifications, Addendum No. 1, and North American Bus Industries' Bid Proposal dated 4/19/11.
2. Standard Procurement Agreement, including the Standard Conditions Procurement, and Federal Requirements.

The total cost of this contract shall not exceed $180,537.94. Payment terms shall be net 30 days from invoice date. This contract shall be for a five-year base period effective July 1, 2011, through June 30, 2016.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: ______________________ Chief Executive Officer	Firm: ______________________
Approved as to form:	By: ______________________ Signature
By: ______________________ Office of General Counsel	Title: ______________________

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
$180,537.94	312/322-54510	12-16

By: ______________________
Chief Financial Officer | Date

Metropolitan Transit System

Purchasing Department
1255 Imperial Ave., Suite 1000
San Diego, CA 92101
619.231.1466 FAX 619.696.7084

BID SUMMARY

BRAKE LININGS AND DISC BRAKE PADS IFB
MTS DOC. NO. B0556.0-11

COMPANY NAME	BID AMOUNT	Meets Buy America Requirements (Y/N)
***North American Bus Industries (NABI)**	**$ 180,537.94**	**N**
San Diego Friction Products	$ 190,123.17	N
New Flyer Industries	$ 196,069.40	N
Gillig	$ 204,332.44	N
Daimler Buses	$ 208,917.23	N
American Moving Parts (AMP)	$ 224,266.43	N
Muncie	$ 228,168.27	N
E-W Truck & Equipment	$ 257,214.80	N

None of the eight (8) bidders meet the Buy America requirements. MTS submitted a general waiver according to 49 C.F.R. Section 661.7 (c). Under the provision of Section 165(b) (4) of the Act, the brake linings and disc brake pads qualify for a general waiver. ***Contract award to North American Bus Industries (NABI), the lowest bidder, is contingent upon receipt of an FTA-approved waiver.**

JUNE23-11.8.AttB.BRAKES BID SUMMARY.CAQUINO

Metropolitan Transit System

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

Agenda

Item No. 9

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

June 23, 2011

SUBJECT:

MTS: TAXICAB COMMITTEE REVISED GUIDELINES

RECOMMENDATION:

That the Board of Directors approve the proposed changes to the Taxicab Committee Guidelines (Attachment A).

Budget Impact

None.

DISCUSSION:

As the San Diego Chamber of Commerce has chosen not to participate on the MTS Taxicab Committee, Taxicab Administration staff is requesting that the MTS Board approve the proposed changes to the Taxicab Committee Guidelines (Attachment A). Recommended changes include:

1. Delete San Diego Chamber of Commerce representative.
2. Add San Diego County Sheriff's Licensing Division representative.

Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: John A. Scott, 619.595.7034, john.scott@sdmts.com

JUNE23-11.9.TAXICAB REVISED GUIDELINES.JSCOTT

Attachment: A. Proposed Taxicab Committee Guidelines

Metropolitan Transit System

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

Att. A, AI 9, 6/23/11

METROPOLITAN TRANSIT SYSTEM
PROPOSED TAXICAB COMMITTEE GUIDELINES

1. PURPOSE

The Taxicab Committee's purpose is to:

1.1 Provide feedback on taxicab matters destined for Board action;

1.2 Review summaries of administrative hearing officer decisions concerning taxicab owner and driver penalties;

1.3 Resolve taxicab owners' written grievances;

1.4 Review summaries of complaints concerning taxicab service;

1.5 Review vehicle inspection criteria, process, results, and rankings;

1.6 Review the Chief Executive Officer's Annual Fee Schedule; and

1.7 Comment on MTS's work program concerning taxicab matters.

2. MEMBERSHIP

Seventeen members are appointed as follows:

2.1 One representative of the MTS Board of Directors appointed on an annual basis, who will be designated by the MTS Board of Directors to serve as Chairman of the Taxicab Committee.

2.2 One member appointed by the San Diego Convention and Visitor's Bureau, the ~~San Diego Chamber of Commerce~~ <u>San Diego County Sheriff's Licensing Division</u>, the San Diego County Regional Airport Authority, San Diego Convention Center, San Diego Travelers Aid Society, and two members from the Hotel Industry, each serving a three-year term.

2.3 Eight taxicab owners each serving a three-year term, divided as follows:

a. Three seats are designated for representation of owners of one to three taxicabs; and,

b. Five seats are designated for representation of owners of four or more taxicabs.

2.4 One taxicab driver serving a three-year term.

2.5 A taxicab owner member unable to attend a meeting may appoint an alternate from the same or similarly sized company to attend in his or her absence.

2.6 The Taxicab Committee shall make an interim appointment if a member's seat becomes vacant within the three-year term.

2.7 The Vice Chairman will be the representative for the San Diego Convention and Visitors Bureau.

3. MEETINGS

3.1 Taxicab Committee meetings are subject to the provisions of the Ralph M. Brown Act, California Government Code, Section 54950, et. seq.

3.2 Taxicab Committee meetings will be held quarterly at the offices of MTS.

3.3 The agenda for each meeting will be posted in the MTS lobby.

3.4 The agenda, backup materials, and minutes of the previous meeting will be sent to each member ten calendar days in advance of the meetings.

3.5 The Chairman may call special meetings, as necessary.

3.6 Fifty-one percent attendance is a quorum to hold a meeting.

4. VOTING

4.1 Each member of the Taxicab Committee has an equal vote.

4.2 Fifty-one percent of the votes of those in attendance will approve an item.

4.3 A roster of the Taxicab Committee members who voted will be provided to the MTS Board of Directors, along with the item, for MTS Board action on an agenda item.

5. APPROVAL

5.1 These Guidelines were revised by the MTS Taxicab Committee on March 28, 2007.

Metropolitan Transit System

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

Agenda

Item No. 10

FIN 340.2

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

June 23, 2011

SUBJECT:

MTS: FISCAL YEAR 2012 TRANSPORTATION DEVELOPMENT ACT (TDA) CLAIM

RECOMMENDATION:

That the MTS Board of Directors adopt Resolution Nos. 11-8 (Attachment A), 11-9 (Attachment B), and 11-10 (Attachment C) approving fiscal year (FY) 2012 Transportation Development Act (TDA) Article 4.0, 4.5, and 8.0 claims.

Budget Impact

The FY 2012 TDA claims would result in the approval of $65,776,407 in TDA Article 4.0 funds, $3,604,844 in Article 4.5 funds, and $541,511 in Article 8.0 funds for MTS. Article 4.0 provides authority for claiming funds for general transit operations and capital. Article 4.5 funds are set aside by the San Diego Association of Governments (SANDAG) for Americans with Disabilities Act (ADA) Access services. Article 8.0 funds are used for the ferry/commuter express.

DISCUSSION:

On February 18, 2011, the San Diego Association of Governments (SANDAG) estimated a total of $109,452,344 of TDA funds available for the region based on the San Diego County Auditor's sales tax projections. A total of $69,857,912 is estimated to be allocated to MTS less $3,539,994 in regional planning/capital project and transferred functions plus $3,604,844 in total community transit service. As a result, MTS is expected to receive a net amount of $69,922,762 in TDA for FY 2011; $63,610,771 of the claim amount would be utilized for operating activities under the Article 4.0, 4.5, and 8.0 guidelines, and $6,311,991 would be used to fund the Capital Improvement Program.

Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Nancy Dall, 619.557.4537, nancy.dall@sdmts.com

Attachments: A. Resolution No. 11-8
B. Resolution No. 11-9
C. Resolution No. 11-10

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 11-8

Resolution Approving Fiscal Year 2012 Transportation Development Act

WHEREAS, effective August 10, 2000, the MTS-area consolidated Transportation Development Act (TDA) claim process provides that MTS will be responsible for submitting a single claim for each article of the TDA for all MTS operators; and

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved MTS's FY 2012 TDA claim, and

WHEREAS, MTS and SANDAG Boards must approve any alternate use of said balances differing from that for which they were originally claimed; and

WHEREAS, MTS and SANDAG staffs have analyzed this amendment and found it to be warranted pursuant to Section 6659 of Title 21 of the California Code of Regulations (CCR); NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2011 TDA Article 4.0 MTS TDA claim of $65,776,407; $59,464,416 of the 4.0 TDA claim will be used for operating activities, and the remaining $6,311,991 will be used to fund capital.

PASSED AND ADOPTED by the Board of Directors this ______day of _________, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Clerk of the Board
San Diego Metropolitan Transit System

Approved as to form:

Office of the General Counsel
San Diego Metropolitan Transit System

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 11-9

Resolution Approving Fiscal Year 2012 Transportation Development Act

WHEREAS, effective August 10, 2000, the MTS-area consolidated Transportation Development Act (TDA) claim process provides that MTS will be responsible for submitting a single claim for each article of the TDA for all MTS operators; and

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved MTS's FY 2012 TDA claim, and

WHEREAS, MTS and SANDAG Boards must approve any alternate use of said balances differing from that for which they were originally claimed; and

WHEREAS, MTS and SANDAG staffs have analyzed this amendment and found it to be warranted pursuant to Section 6659 of Title 21 of the California Code of Regulations (CCR); NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2011 TDA Article 4.5 of $3,604,844. The allocation will be used to fund the MTS Access/CTS Paratransit services.

PASSED AND ADOPTED by the Board of Directors this ______day of _________, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Clerk of the Board
San Diego Metropolitan Transit System

Approved as to form:

Office of the General Counsel
San Diego Metropolitan Transit System

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 11-10

Resolution Approving Fiscal Year 2012 Transportation Development Act

WHEREAS, effective August 10, 2000, the MTS-area consolidated Transportation Development Act (TDA) claim process provides that MTS will be responsible for submitting a single claim for each article of the TDA for all MTS operators; and

WHEREAS, consistent with the intent of consolidating all transit funding for MTS-area operators, the San Diego Association of Governments (SANDAG) approved MTS's FY 2012 TDA claim, and

WHEREAS, MTS and SANDAG Boards must approve any alternate use of said balances differing from that for which they were originally claimed; and

WHEREAS, MTS and SANDAG staffs have analyzed this amendment and found it to be warranted pursuant to Section 6659 of Title 21 of the California Code of Regulations (CCR); NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED that the MTS Board of Directors does hereby approve the FY 2011 TDA Article 8.0 of $541,511. The allocation will be used to fund the ferry/commuter express services.

PASSED AND ADOPTED by the Board of Directors this ________day of ________, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Chairperson
San Diego Metropolitan Transit System

Filed by:

Clerk of the Board
San Diego Metropolitan Transit System

Approved as to form:

Office of the General Counsel
San Diego Metropolitan Transit System

Metropolitan Transit System

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

Agenda

Item No. 11

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

LEG 491 (PC 50633)

June 23, 2011

SUBJECT:

MTS: INCREASED AUTHORIZATION FOR LEGAL SERVICES - WHEATLEY BINGHAM & BAKER

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1111.18-07 (in substantially the same form as Attachment A) with Wheatley Bingham & Baker for legal services and ratify prior amendments entered into under the CEO's authority.

Budget Impact

Not to exceed $220,000 for Wheatley Bingham & Baker. The recommended amount is contained within the FY 2011/2012 budgets.

DISCUSSION:

On January 18, 2007, the Board approved a list of qualified attorneys for general liability and workers' compensation for use by MTS, San Diego Trolley, Inc. (SDTI), and San Diego Transit Corporation (SDTC) (hereinafter referred to as the Agencies) staffs on an as-needed basis. Thereafter, MTS began to contract with approved attorneys for various amounts depending upon current and anticipated needs.

Pursuant to Board Policy No. 52 (Procurement of Goods and Services), the CEO may enter into contracts with service providers for up to $100,000. The Board must approve all agreements in excess of $100,000. All attorneys listed have multiple cases that are scheduled to proceed to trial, and the total cost of their legal services will exceed the CEO's authority.

Wheatley Bingham & Baker is currently under contract with the Agencies for $1,670,000. Attorney Roger Bingham has successfully defended the Agencies in a number of tort liability matters. As one of its premier tort litigation firms for complex cases, MTS utilizes this firm to minimize its financial risk exposure as cases proceed to trial.
Two of the three tort cases scheduled for trial within the next three months are transfer cases from other firms. Currently, Wheatley Bingham & Baker has approximately ten active matters.

Pending future invoices for open matters heading for trial along with past billings are anticipated to exceed current contract authority.

The CEO has approved contracts up to the $100,000 authority level. Staff is requesting Board approval of MTS Doc. No. G1111.18-07 (Attachment A) with Wheatley Bingham & Baker for legal services and ratification of prior contracts/amendments entered into under the CEO's authority.

Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: James Dow, 619.557.4562, jim.dow@sdmts.com

JUNE23-11.11.LEGAL SVCS WHEATLEY BINGHAM BAKER.JDOW

Attachment: A. MTS Doc. No. G1111.18-07

DRAFT

June 23, 2011

MTS Doc. No. G1111.18-07
LEG 491 (PC 50633)

Mr. Roger Bingham
Wheatley Bingham & Baker
1201 Camino Del Mar, Suite 201
Del Mar, CA 92014-2569

Dear Mr. Bingham:

Subject: AMENDMENT NO. 18 TO MTS DOC. NO. G1111.0-07: LEGAL SERVICES - GENERAL LIABILITY

This letter will serve as Amendment No. 18 to MTS Doc. No. G1111.0-07. This contract amendment authorizes additional costs not to exceed $220,000 for professional services. The total value of this contract, including this amendment, is $1,890,000. Additional authorization is contingent upon MTS approval.

If you agree with the above, please sign below, and return the document marked "Original" to the Contracts Specialist at MTS. The other copy is for your records.

Sincerely,

Paul C. Jablonski
Chief Executive Officer

Accepted:

____
Roger Bingham
Wheatley Bingham & Baker

Date: ________________________

Metropolitan Transit System

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

Agenda

Item No. 12

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

LEG 491 (PC 50633)

June 23, 2011

SUBJECT:

MTS: INCREASED AUTHORIZATION FOR LEGAL SERVICES – LAW OFFICES OF MARK H. BARBER, APC

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1162.11-08 (in substantially the same form as Attachment A) with the Law Offices of Mark H. Barber for legal services and ratify prior amendments entered into under the CEO's authority.

Budget Impact

Not to exceed $135,000 for the Law Offices of Mark Barber, APC. The recommended amounts should be contained within the fiscal year 2011/2012 budget.

DISCUSSION:

On January 18, 2007, the Board approved a list of qualified attorneys for general liability and workers' compensation for use by MTS, San Diego Trolley, Inc. (SDTI), and San Diego Transit Corporation (SDTC) (hereinafter referred to as the Agencies) staffs on an as-needed basis. Thereafter, MTS began to contract with approved attorneys for various amounts depending upon current and anticipated needs.

Pursuant to Board Policy No. 52 (Procurement of Goods and Services), the CEO may enter into contracts with service providers for up to $100,000. The Board must approve all agreements in excess of $100,000. All attorneys listed have multiple cases that are scheduled to proceed to trial, and the total cost of their legal services will exceed the CEO's authority.

The Law Offices of Mark H. Barber, APC are currently under contract with the Agencies for $540,000. Attorney Mark Barber has successfully defended the Agencies in a number of workers' compensation matters and currently has one significant case heading for trial within the next two months. In fiscal year 2011, the Law Offices of Mark H. Barber worked on approximately 21 litigated cases. Pending invoices for recent and current services are anticipated to exceed current contract authority due to legal defense costs.

The CEO has approved contracts up to the $100,000 authority level. Staff is requesting Board approval of MTS Doc. No. G1162.11-08 with the Law Offices of Mark H. Barber, APC for legal services and ratification of prior contracts/amendments entered into under the CEO's authority.

Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: James Dow, 619.557.4562, jim.dow@sdmts.com

JUNE23-11.12.LEGAL SVCS MARK H BARBER.JDOW

Attachment: A. MTS Doc. No. G1162.11-08

DRAFT

June 23, 2011

MTS Doc. No. G1162.11-08
LEG 491 (PC 50633)

Mr. Mark H. Barber
Law Offices of Mark H. Barber, APC
2727 Camino Del Rio South, Suite 220
San Diego, CA 92108

Dear Mr. Barber:

Subject: AMENDMENT NO. 11 TO MTS DOC. NO. G1162.0-08: LEGAL SERVICES – WORKERS' COMPENSATION

This letter will serve as Amendment No. 11 to MTS Doc. No. G1162.0-08. This contract amendment authorizes additional costs not to exceed $135,000 for professional services. The total value of this contract, including this amendment, is $675,000. Additional authorization is contingent upon MTS approval.

If you agree with the above, please sign below, and return the document marked "Original" to the Contracts Specialist at MTS. The other copy is for your records.

Sincerely,

Paul C. Jablonski
Chief Executive Officer

Accepted:

____
Mark H. Barber
Law Offices of Mark H. Barber, APC

Date: __________________________

Metropolitan Transit System

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

Agenda Item No. 13

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

June 23, 2011

SUBJECT:

MTS: GIRO, INC. REGIONAL SCHEDULING SYSTEM (RSS) – CONTRACT AMENDMENT

RECOMMENDATION:

That the Board of Directors:

1. authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G0856.17-03 (Attachment A) with GIRO, Inc. to fund the HASTUS Maintenance and Service Support Agreement for the Regional Scheduling System (RSS) contract for the period from July 1, 2011 through June 30, 2012;

2. ratify MTS Doc. No. G0856.15-03 (Attachment B) with GIRO, Inc., which was previously executed under the CEO's authority to fund the Service Support Agreement for the HASTOP module for FY 11; and

3. ratify MTS Doc. No. G0856.16-03 (Attachment C) with GIRO, Inc., which was previously executed under the CEO's authority to fund the HASTOP poster changes for FY 11.

<u>Budget Impact</u>

1. The amount of MTS Doc. No. G0856.17-03 would not exceed $137,689.00. Funding for Amendment No.17 would be paid by MTS and North County Transit District (NCTD) operating funds.

   MTS's share of the cost of Amendment No. 17 would be funded through MTS Project Code 53910 in the amount of $120,015.67; NCTD's share of the support agreement would be $17,673.33.

Costs are split for the support agreement based on the breakout below:

Phase I-Scheduling	Phase 2-Bid	Phase 5-ATP	Phase 3 DDAM
MTS - $57,345.50	MTS - $4,327.96	MTS - $3,170.23	MTS - $55,171.98
NCTD - $15,629.67	NCTD - $1,179.60	NCTD - $864.06	

2. MTS Doc. No. G0856.15-03 in the amount of $2,784.00 was paid by MTS operating funds.

3. MTS Doc. No. G0856.16-03 in the amount of $2,650.00 was paid by MTS operating funds.

DISCUSSION:

The RSS is a regional fixed-bus route and rail-scheduling system. The system provides the regional transit agencies with the necessary tools to build efficient timetables and vehicle and crew schedules for bus and rail operations. It also supports operator bid processing and aids the physical dispatching of bus drivers and train operators.

On January 10, 2002, the Board authorized staff to procure an RSS using a competitive negotiated procurement process. In August 2003, a contract was awarded to GIRO, Inc. The original contract value was $1,834,275.00—MTS's share of the cost was $1,525,893.00, and NCTD's share of the cost was $308,382.00.

Amendment No. 17

Amendment No. 17 to Doc. No. G0856.0-03 with GIRO, Inc. (for an amount not to exceed $137,689.00) would provide MTS and NCTD with continued maintenance support coverage for the RSS, including technical and end-user e-mail and telephone support, corrections to software defects, one update to the geographical data, and a bank of 13 development days for required changes for the period from July 1, 2011, to June 30, 2012.

The adjusted amount of the contract would be $2,743,232.00 (FY 04 to FY 12) with an MTS cost share of $2,352,867.00, and an NCTD cost share of $390,365.00.

Sharon Cooney for

Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Dan Bossert, 619.238.0100, Ext. 6445, Daniel.Bossert@sdmts.com

Attachments:
A. MTS Doc. No. G0856.17-03
B. MTS Doc. No. G0856.15-03
C. MTS Doc. No. G0856.16-03
D. GIRO Support Renewal Letter dated 2/25/11

DRAFT

June 2, 2011

MTS Doc. No. G0856.17-03
CIP 10940 (PC 53910)

Mr. Daniel Dubuc
Administration Director
GIRO, Inc.
75 Rue du Port-Royal East, Suite 500
Montreal (Quebec)
CANADA H3L 3T1

Dear Mr. Dubuc:

Subject: AMENDMENT NO. 17 TO MTS DOC. NO. G0856.0-03; HASTUS MAINTENANCE AND SUPPORT CONTRACT – JULY 1, 2011, THROUGH JUNE 30, 2012

This shall serve as Amendment No. 17 to MTS Doc. No. G0856.0-03 for the HASTUS maintenance and support contract at a fee of $137,689.00 US. The shared maintenance cost is based on MTS Doc. No. G0856.0-03 between North County Transit District (NCTD) and MTS, and costs will be split for the maintenance support based on the breakout below.

Phase I-Scheduling	Phase 2-Bid	Phase 5-ATP	Phase 3 DDAM
MTS - $57,345.50	MTS - $4,327.96	MTS - $3,170.23	MTS - $55,171.98
NCTD - $15,629.67	NCTD - $1,179.60	NCTD - $864.06	

SCHEDULE

This Amendment shall remain in effect from July 1, 2011, through June 30, 2012.

SCOPE OF SERVICES

No changes to the Scope of Services.

PAYMENT

Payment shall be based on actual costs not to exceed the maintenance support contract amount of $137,689.00 without prior written approval from MTS and paid on July 1, 2011, and January 1, 2012. The total value of this contract, including all amendments, shall not exceed $2,743,232.00 US.

All previous conditions remain in effect. If you agree with the above, please sign below and return the document marked "original" to the Contracts Specialist at MTS. The other copy is for your records.

Sincerely,

Paul C. Jablonski
Chief Executive Officer

Accepted:

Daniel Dubuc
GIRO, Inc.

Date: ______________________

JUNE23-11.13.AttA.G0856.17-03.GIRO INC.MLAWRENCE

R E C U 2 8 JUIN 2010

Att. B, AI 13, 6/23/11

MTS Metropolitan Transit System

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

AWARDED OUTSTANDING PUBLIC TRANSIT SYSTEM MTS 2009

June 2, 2010

ORIGINAL

MTS Doc. No. G0856.15-03
CIP 10940 (PC 53910)

Mr. Daniel Dubuc
Administration Director
GIRO, Inc.
75 Rue du Port-Royal East, Suite 500
Montreal (Quebec)
CANADA H3L 3T1

Dear Mr. Dubuc:

Subject: AMENDMENT NO. 15 TO MTS DOC. NO. G0856.0-03; HASTUS MAINTENANCE AND SUPPORT CONTRACT – ADDITION OF HASTOP MODULE

This shall serve as our Amendment No. 15 to MTS Doc. No. G0856.0-03 to include the maintenance and support contract for HASTOP module for the period of October 3, 2009, through June 30, 2010, in the amount of $2,784 US.

SCHEDULE

This Amendment shall remain in effect from October 3, 2009, through June 30, 2010.

SCOPE OF SERVICES

No changes to the Scope of Services.

PAYMENT

Payment shall be based on actual costs not to exceed the original maintenance support contract for HASTOP of $2,784 without prior written approval from MTS. The total value of this contract, including all amendments, shall not exceed $2,606,088 US.

All previous conditions remain in effect. If you agree with the above, please sign below, and return the document marked "Original" to the Contracts Specialist at MTS. The other copy is for your records.

Sincerely,

Paul C. Jablonski
Chief Executive Officer

Accepted:

Daniel Dubuc
GIRO, Inc.

Date: June 29, 2010

CBROWN-CL
CL-G0856.15.03.GIROINC.DBRAUN.docx

MTS Metropolitan Transit System

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

Att. C, AI 13, 6/23/11

AWARDED OUTSTANDING PUBLIC TRANSIT SYSTEM MTS 2009

June 22, 2010

MTS Doc. No. G0856.16-03
CIP 10940 (PC 53910)

ORIGINAL

Mr. Daniel Dubuc
Administration Director
GIRO, Inc.
75 Rue du Port-Royal East, Suite 500
Montreal (Quebec)
CANADA H3L 3T1

Dear Mr. Dubuc:

Subject: AMENDMENT NO. 16 TO MTS DOC. NO. G0856.0-03; CHANGES TO HASTOP POSTERS

This shall serve as our Amendment No. 16 to MTS Doc. No. G0856.0-03 to include the changes to the HASTOP module of HASTUS as requested by MTS.

SCHEDULE

The software changes are due by June 30, 2010.

SCOPE OF SERVICES

GIRO will provide the following changes to the HASTOP module:

1) Add AM or PM before the first hour of each period. (Modification #1)
2) Add a new INI note called POST_STOP_NOTE2, similar to "uarehere" note. (Modification #2a)

PAYMENT

Payment shall be based on actual costs not to exceed the quoted price of $2,650, without prior written approval from MTS. The total value of this contract, including all amendments, shall not exceed $2,608,738 US.

All previous conditions remain in effect. If you agree with the above, please sign below, and return the document marked "Original" to the Contracts Specialist at MTS. The other copy is for your records.

Sincerely,

Paul C. Jablonski
Chief Executive Officer

Accepted:

Daniel Dubuc
GIRO, Inc.

Date: July 6th 2010

CBROWN-CL
CL-G0856.16.03.GIROINC.DBRAUN.docx

February 25, 2011

Mr. Daniel Bossert
MTS – IT Chief Technology Officer
1255 Imperial Avenue, Suite 1000
San Diego, CA
USA 92101-7490

Dear Mr. Bossert:

The renewal date of the *HASTUS-Vehicle, HASTUS-Crew, CrewOpt, Minbus, HASTUS-Roster, Geo, Bid, RosterPlus, HASTUS-DDAM, HASTUS-ATP,* and *HASTOP* version 2003 support and maintenance contract is July 1, 2011. As stipulated in the existing contract, we are taking this opportunity to advise you of the conditions for renewal.

As in the past, the contract includes unlimited telephone and electronic mail support, and the correction of errors plus thirteen (13) days of modifications. It also gives you access to new versions at a significantly reduced licence cost. For these services, the fees are $137,689 US, an increase of 3% over last year to cover increased operating costs. Please be advised that as of February 25, 2011 the balance in your bank of modification days is nine (9) days.

We accept to invoice the annual maintenance fee to SANDAG as follows: 50% on July 1, 2011 and 50% on January 1, 2012.

According to our records, you are licensed to use our software for a maximum of 700 peak vehicles. We would appreciate it if you would send us in writing the number of peak vehicles now used at your transit commission.

We hope that these renewal conditions meet with your approval and want to assure you of our continued commitment to offering MTS the best possible service. Please feel free to call me if you require any further information.

Sincerely,

Daniel Dubuc
Director, Finances

DD:ND

75, rue de Port-Royal Est
bureau 500
Montréal (Québec)
Canada H3L 3T1

téléphone
(514) 383-0404
télécopieur
(514) 383-4971

internet
www.giro.ca

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

Agenda Item No. 14

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

June 23, 2011

SUBJECT:

MTS: RENEWAL OF SAN DIEGO TRANSIT CORPORATION AND SAN DIEGO TROLLEY, INC. OPERATING AND LICENSE AGREEMENTS

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. T0035.4-90 (Attachment A) with San Diego Transit Corporation (SDTC) and MTS Doc. No. T0034.4-90 (Attachment B) with San Diego Trolley, Inc. (SDTI) for the renewal of operating and license agreements.

Budget Impact

None.

DISCUSSION:

MTS has entered into operating and license agreements with SDTC and SDTI since 1985 to license the use of MTS-owned facilities and equipment with the corporations being obligated to provide transit services in accordance with routes, fares, and frequency of services determined by MTS. These agreements have previously been entered into for five-year terms. Staff is recommending an extension of both agreements for an open-ended term effective July 1, 2011, until such time that any of the parties submits a termination notice six months in advance.

Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. MTS Doc. No. T0035.4-90 SDTC Operating and License Agreement
B. MTS Doc. No. T0034.4-90 SDTI Operating and License Agreement

DRAFT

MTS Doc. No. T0035.4-90
OPS 960.6

SAN DIEGO TRANSIT CORPORATION
OPERATING AND LICENSE AGREEMENT
AMENDMENT NO. 4

This Agreement is effective beginning on July 1, 2011, between the San Diego Metropolitan Transit System (MTS) and San Diego Transit Corporation (SDTC). MTS and SDTC hereby agree as follows:

The SDTC Operating and Licensing Agreement (MTS Doc. No. T0035.0-90) entered into on July 1, 1990, is amended as follows:

I. TERM OF AGREEMENT AND TERMINATION, Section A (Term) is amended to read as follows:

"A. Term. This Agreement shall commence and take effect on July 1, 2011, and will be ongoing until such time that either of the parties submit a written termination six months in advance."

Except as amended above, all other terms and conditions of the SDTC Operating and License Agreement shall remain the same.

SAN DIEGO TRANSIT CORPORATION

METROPOLITAN TRANSIT SYSTEM

____
Chief Operating Officer-Bus

____
Chief Executive Officer

Approved as to form:

____
General Counsel

JUNE23-11.14.AttA.SDTC OP AGMT.T0035.4-90.KLANDERS

DRAFT

MTS Doc. No. T0034.4-90
OPS 970.6

SAN DIEGO TROLLEY, INC.
OPERATING AND LICENSE AGREEMENT
AMENDMENT NO. 4

This Agreement is effective beginning on July 1, 2011, between the San Diego Metropolitan Transit System (MTS) and San Diego Trolley, Inc. (SDTI). MTS and SDTI hereby agree as follows:

The SDTI Operating and Licensing Agreement (MTS Doc. No. T0034.0-90) entered into on July 1, 1990, is amended as follows:

I. TERM OF AGREEMENT AND TERMINATION, Section A (Term) is amended to read as follows:

"A. Term. This Agreement shall commence and take effect on July 1, 2011, and will be ongoing until such time that either of the parties submit a written termination six months in advance.

Except as amended above, all other terms and conditions of the SDTI Operating and License Agreement shall remain the same.

SAN DIEGO TROLLEY, INC.	METROPOLITAN TRANSIT SYSTEM
______________________	______________________
President-General Manager	Chief Executive Officer

Approved as to form:

____
General Counsel

JUNE23-11.14.AttB.SDTC OPERATING AGMT
T0034.3-90.KLANDERS

Metropolitan Transit System

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

Agenda Item No. 15

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

LEG 491 (PC 50633)

June 23, 2011

SUBJECT:

MTS: INCREASED AUTHORIZATION FOR LEGAL SERVICES – LAW OFFICES OF DAVID C. SKYER

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to enter into MTS Doc. No. G1108.7-07 (in substantially the same form as Attachment A) with Law Offices of David C. Skyer for legal services and ratify prior amendments entered into under the CEO's authority.

Budget Impact

Not to exceed $65,000 for Law Offices of David C. Skyer. The recommended amount is contained within the FY 2011/2012 budgets.

DISCUSSION:

On January 18, 2007, the Board approved a list of qualified attorneys for general liability and workers' compensation for use by MTS, San Diego Trolley, Inc. (SDTI), and San Diego Transit Corporation (SDTC) (hereinafter referred to as the Agencies) staffs on an as-needed basis. Thereafter, MTS began to contract with approved attorneys for various amounts depending upon current and anticipated needs.

Pursuant to Board Policy No. 52 (Procurement of Goods and Services), the CEO may enter into contracts with service providers for up to $100,000. The Board must approve all agreements in excess of $100,000. All attorneys listed have multiple cases that are scheduled to proceed to trial, and the total cost of their legal services will exceed the CEO's authority.

Law Offices of David C. Skyer is currently under contract with the Agencies for $405,000. Attorney David Skyer has successfully defended the Agencies in a number of tort liability matters. Two tort cases are scheduled for trial within the next four months. Currently, Law Offices of David C. Skyer has approximately four active matters.

Pending future invoices for open matters heading for trial along with past billings are anticipated to exceed current contract authority.

The CEO has approved contracts up to the $100,000 authority level. Staff is requesting Board approval of MTS Doc. No. G1108.7-07 (Attachment A) with Law Offices of David C. Skyer for legal services and ratification of prior contracts/amendments entered into under the CEO's authority.

Sharon Cooney for
Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: James Dow, 619.557.4562, jim.dow@sdmts.com

JUNE23-11.15.LEGAL SVCS SKYER.JDOW

Attachment: A. MTS Doc. No. G1108.7-07

DRAFT

June 23, 2011

MTS Doc. No. G1108.7-07
LEG 491 (PC 50633)

Mr. David Skyer
Law Offices of David C. Skyer
401 West A Street, Suite 1740
San Diego, CA 92101-7994

Dear Mr. Skyer:

Subject: AMENDMENT NO. 7 TO MTS DOC. NO. G1108.0-07: LEGAL SERVICES – GENERAL LIABILITY

This letter will serve as Amendment No. 7 to MTS Doc. No. G1108.0-07. This contract amendment authorizes additional costs not to exceed $65,000 for professional services. The total value of this contract, including this amendment, is $470,000. Additional authorization is contingent upon MTS approval.

If you agree with the above, please sign below, and return the document marked "Original" to the Contracts Specialist at MTS. The other copy is for your records.

Sincerely,

Paul C. Jablonski
Chief Executive Officer

Accepted:

____
David Skyer
Law Offices of David C. Skyer

Date: ________________________

JUNE23-11.15.AttA.G1108.7-07.
DAVID SKYER LEGAL SVCS.JDOW

Metropolitan Transit System

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

Agenda Item No. 16

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

June 23, 2011

SUBJECT:

SDTC: TRAPEZE SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0563.0-11 (in substantially the same format as Attachment A) with Trapeze Software Group, Inc. (Trapeze) for a software license and maintenance agreement for a base period of two years with one option year.

Budget Impact

The total cost of MTS. Doc. No. B0563.0-11 would not exceed $291,335.00. The costs would be allocated to Information Technology (IT) Cost Center 661-53910 and Contract Services Cost Center 850-53910 as follows:

- IT Cost Center 661-53910 = $171,958.00
- Contract Services Cost Center 850-53910 = $119,377.00

Software	Year 1	Year 2	Year 3
PASS	$36,113.00	$37,919.00	$39,815.00
ATIS Agent	$49,875.00	$52,369.00	$54,987.00
ATIS Import	$2,888.00	$5,775.00	$6,064.00
Pass-CT Zonal	$1,754.00	$1,842.00	$1,934.00
Annual Total	$90,630.00	$97,905.00	$102,800.00

Schedule Impact

The term of the agreement, including the option year, would be from July 1, 2011, to June 30, 2014, and would allow for continuation of existing services without interruption.

DISCUSSION:

MTS currently utilizes multiple software products developed or owned by Trapeze for scheduling paratransit services and trip-planning of fixed-route services. These products are proprietary to Trapeze and cannot be maintained or serviced by any other company or third-party vendor. The services being requested for procurement are the continued software license and maintenance. The following is a brief description of the products and their purpose for MTS.

- Trapeze PASS: Paratransit and fixed-route scheduling and passenger trip-planning. This product was originally procured from MANTECH, Inc. in 2001 and was acquired by Trapeze in 2007.

- Trapeze PASS CT (Zonal Management): Mapping and zone management program.

- Trapeze ATIS Agent/WEB: Utilized by the MTS Regional Telephone Information and Customer Service Center (Tele-Info) for passenger trip-planning support.

- Trapeze ATIS Import: Interfaces with HASTUS software that contains all of the routes and time schedules of MTS services, which provides information to Tele-Info representatives via the Agent/WEB program.

- Trapeze Malteze Database: Database that stores trip-planning information.

This system is critical and necessary for day-to-day transit operations. This system will be evaluated through a Procurement Department process during this contract period as potential replacement will include the need to evaluate cost including, but not limited to; data migration, dual-system operation and cut-over, significant staff training, and possible hardware purchases.

MTS staff has found the prices to be fair and reasonable and therefore recommends authorizing the CEO to execute MTS Doc. No. B0563.0-11 with Trapeze Software Group, Inc. for software license and maintenance agreement for two years with one option year.

Sharon Cooney for
Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Dan Bossert, 619.238.0100, Ext. 6445, Daniel.Bossert@sdtms.com

JUNE23-11.16.TRAPEZE SOFTWARE LIC & MAINT AGMT.SREED

Attachments: A. Trapeze MTS Doc. No. B0563.0-11
B. Trapeze Software License and Maintenance Agreement with Exhibits A (Product Coverage) and B (Summary of Pricing and Payment Schedule)

DRAFT

STANDARD SERVICES AGREEMENT

B0563.0-11
CONTRACT NUMBER
OPS 920.2
FILE NUMBER(S)

THIS AGREEMENT is entered into this ______ day of ______________ 2011, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: Trapeze Software Group, Inc.

Address: 8360 East Via de Ventura, Ste. L-200
Scottsdale, AZ. 85258

Form of Business: Corporation
(Corporation, partnership, sole proprietor, etc.)

Telephone: 905-629-8727

Authorized person to sign contracts: ______________________________
Print Name Title

The attached Standard Conditions are part of this agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Provide software license and maintenance support for Trapeze Software Group, Inc. (Trapeze) products utilized by MTS as per MTS Standard Services Agreement, Standard Conditions Services, Federal Requirements, and Trapeze "Software License and Maintenance Agreement," which includes Exhibits A and B (hereinafter "Contract Documents"). If there are any inconsistencies between the Contract Documents, the following order of precedence will govern the interpretation of this contract.

1. Standard Services Agreement (including the Standard Conditions Services) and the Federal Requirements.
2. Trapeze "Software License and Maintenance Agreement," which includes Exhibits A and B.

The term of the contract shall be from July 1, 2011 – June 30, 2014. The total cost of this contract shall not exceed $188,535.00 for the two-year base period and $102,800.00 for the one option year if exercised by MTS via written contract amendment.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: ______________________ Chief Executive Officer	Firm: ______________________
Approved as to form:	By: ______________________ Signature
By: ______________________ Office of General Counsel	Title: ______________________

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
$171,958.00	661-53910	2012 - 2014
$119,377.00	850-53910	2012 - 2014

By: ______________________________
Chief Financial Officer Date

JUNE23-11.16.AttA.TRAPEZE SOFTWARE B0563.0-11.SREED

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

Between

TRAPEZE SOFTWARE GROUP, INC., an Arizona Corporation ("Trapeze"), with its principal place of business at 8360 East Via de Ventura, Suite L-200, Scottsdale, Arizona 85258, U.S.A.

And

METROPOLITAN TRANSIT SYSTEM ("Licensee") with its principal place at business at 1255 Imperial Avenue, Suite 100, San Diego, California 92101-7490, U.S.A.

Notice Information:

If intended for Trapeze, to:	If intended for Licensee, to:
5800 Explorer Drive, 5th Floor	______________________
Mississauga, Ontario, Canada L4W 5L4	______________________
Contact: Mary Pavela	Contact:______________________
Telephone: 1-905-629-8727	Telephone:______________________

Number of Pages in this Agreement including attached Exhibits: __

This terms and conditions of this Agreement shall govern all dealings between Trapeze and the Licensee for the purchase of goods and services from Trapeze. All prior agreements between the parties and related entities with respect to the Software products licensed herin are superceded and replaced by this Agreement. This Agreement, including its Exhibits (Exhibit A and Exhibit B) shall apply in place of and prevail over any preceding or subsequent terms and conditions contained or referred to in any of the Licensee's purchase orders, correspondence or elsewhere or implied by trade, custom, practice or course of dealing and any purported provisions to the contrary are hereby extinguished or excluded. Without limiting the generality of the foregoing, Trapeze will not be bound by any standard or printed terms produced by Licensee. Licensee expressly acknowledges that no provisions, representations, undertakings, agreements, regarding the goods or services to be provided hereunder, have been made, other than those contained in this Agreement The parties agree that no obligations or duties not set out expressly herein shall be imposed upon the parties or implied by law.

Signed for and on behalf of Trapeze:	Signed for and on behalf of Licensee:
By:______________________	By:______________________
Print Name:______________________	Print Name:______________________
Title:______________________	Title:______________________
Date:______________________	Date:______________________

NOW THEREFORE, the parties agree as follows:

1. Definitions In this Agreement the capitalized words set out below will have the following meanings:

"Agreement"	this Software License and Maintenance Agreement effectively made between Trapeze and Licensee, and the attached exhibits, all of which form an integral part of this Agreement;
"Confidential Information"	all information obtained by the parties from each other under this Agreement, but does not include any information which at the time of disclosure is generally known by the public.
"Documentation"	the user documentation and training materials pertaining to the Software as supplied by Trapeze;
"Software"	the certain software as identified in Exhibit A of this Agreement;
"Trade Secrets"	the Software, Documentation, and other related information (including all modifications of the Software developed for Licensee) disclosed to Licensee under this Agreement, including trade secrets and other confidential and proprietary information of Trapeze;
"Upgrades"	generic enhancements to the Software that Trapeze generally makes available as part of its long term software support program.

2. Software License In consideration of payments to be made by Licensee to Trapeze as set out below, Trapeze agrees as follows:

(a) Trapeze hereby grants to Licensee a personal, non-transferable, non-exclusive license to use a production copy of the object code version of the Software in the form supplied by Trapeze and on hardware approved by Trapeze as of the License Date referred to in Exhibit A ("License Date"), restricted to the places of business of the Licensee, for the Licensee's own operations, in accordance with the operational characteristics described in Exhibit A.

(b) Trapeze hereby grants to Licensee a personal, non-transferable, non-exclusive license to use the Documentation, but only as required to exercise the license granted herein.

(c) Licensee may make one back-up copy of the Software. Licensee may use the production copy of the Software solely to process Licensee's own data, and the software may not be used on a service bureau or similar basis to process data of others.

(d) The license to use the Trapeze Malteze Transit Database is granted to Licensee solely for the development of internal reports by Licensee and for the integrated operation of Trapeze software components. Unless expressly included herein, all other access rights to the Trapeze Malteze Transit Database are excluded from this Agreement, and the Licensee shall not develop or use, or authorize the development or use of, any other interfaces to or from the Trapeze Malteze Transit Database.

(e) Other than the rights of use expressly conferred upon Licensee by this paragraph, Licensee shall have no further rights to use the Software or the Documentation, and shall not copy, reproduce, modify, adapt, reverse engineer, dissassemble or translate them, without the express written authority of Trapeze.

3. Software Services In accordance with the terms of Exhibit B, Trapeze will perform services related to Licensee's use of the Software (the "Services"). Such services shall include maintenance and support services.

4. Software Warranty Trapeze warrants that it holds title to all Software licensed and delivered pursuant to this Agreement. Trapeze further warrants that it has full power and authority to grant to the Licensee the rights set forth in this Agreement and that neither the performance of the services by Trapeze nor the use by the Licensee of the Software, or any portion thereof, will in any manner constitute an infringement or other violation of any ownership, claim, copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure, or other rights of any third party. No warranty is

provided by Trapeze with respect to any third party licensed products. Separate warranties may be available from the developer, distributor, or publisher of the licensed products.

The foregoing warranty is in lieu of all other warranties or conditions, express or implied, including but not limited to any implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose and any other warranties arising by statute or otherwise in law or from the course of dealing or usage of trade. Trapeze does not represent or warrant that this Software will meet all of Licensee's particular requirements, or that the operation of the Software will operate 100% error-free or uninterrupted, or that all program errors in the Software can be found in order to be corrected.

5. Software Maintenance During any warranty period and for any annual support period for which maintenance fees have been paid in full by Licensee:

(a) Trapeze will maintain the Software so that it operates in conformity in all material respects with the descriptions and specifications for the Software set forth in the Documentation;

(b) in the event that Licensee detects any errors or defects in the Software, Trapeze will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 8 pm EST, along with a toll-free emergency service available 24 hours per day. Upon registration by Licensee, Trapeze will also provide Licensee with access to its software support website, and online support as available; and

(c) Trapeze will post notices of available Upgrades of the Software on its website and copies of the release notes for download. Trapeze will provide Licensee with Upgrades of the Software at no additional license fee charge.

6. Payment Upon execution of this Agreement, Licensee will issue a Purchase Order to Trapeze, for the Software maintenance fees as set out in Exhibit B, attached hereto. Trapeze will invoice Licensee annually for the maintenance and support services in accordance with Exhibit B. The Purchase Order shall be governed exclusively by the terms and conditions of this Agreement.

Licensee shall pay invoices within thirty (30) days of receipt. In the event of an invoice dispute, Licensee shall have five (5) business days from date of receipt of invoice to advise Trapeze of the reasons for disputing the invoice in question. If Trapeze has not received such notification within such time frame, the invoice in question shall be deemed accepted by Licensee. Overdue undisputed payments will bear interest at the annual rate of ten percent (10%) on the amount outstanding from the date when payment is due until the date payment in full is received by Trapeze. Licensee will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Licensee has a tax exemption certificate, a copy of the certificate must be provided to Trapeze upon signing of this Agreement to avoid payment of the applicable tax to Trapeze.

7. Trade Secrets and Confidential Information Licensee acknowledges that any Trade Secrets or Confidential Information disclosed to Licensee pursuant to this Agreement and since installation of any of the Software covered by this Agreement are owned by Trapeze and include trade secrets and other confidential and proprietary information of Trapeze. Licensee shall maintain in confidence and not disclose the same, directly or indirectly, to any third party without Trapeze's prior written consent. Licensee further acknowledges that a breach of this Section would cause irreparable harm to Trapeze for which money damages would be inadequate and would entitle Trapeze to injunctive relief and to such other remedies as may be provided by law.

8. Media and Publication Licensee shall not communicate with representatives of the general or technical press, radio, television or other communications media regarding the work under this Agreement without prior written consent of Trapeze, which such consent shall not be unreasonably withheld. Neither Licensee nor any of its personnel shall publish or reproduce or arrange press releases regarding Trapeze without the prior written consent of Trapeze upon such terms as may be agreeable to Trapeze. Trapeze reserves the right to publish the results of the work done under this Agreement.

9. Force Majeure Neither party to this Agreement shall be liable to the other party hereto for loss or damage arising out of any delay or failure by such party in performing its obligations hereunder, except the making of payments due hereunder, if such delay or failure was the unavoidable consequence of a natural disaster, exercise of governmental power, strike or other

labor disturbance, war, revolution, embargo, insurrection, operation of military forces, or other event or condition beyond the control of such party, provided that such party notifies the other party of its inability to perform and the reasons therefor, with reasonable promptness, and performs its obligations hereunder as soon as circumstances permit.

10. Remote Access Upon request, Licensee shall provide Trapeze with the right to establish a remote connection to Licensee's computer(s) on which the Software is installed, so as to enable Trapeze to monitor the operation of the Software.

11. Intellectual Property Indemnification In the event of an intellectual property infringement claim by a third party, Trapeze will defend Licensee in respect of any such claims based on the claim that the Software infringes the intellectual property rights of that third party. Trapeze will pay any award rendered against Licensee by a court of competent jurisdiction in such action, provided that Licensee gives Trapeze prompt notice of the claim and Trapeze is permitted to have full and exclusive control of any defense. If all or any part of the Software becomes, or in Trapeze's opinion is likely to become, the subject of such a claim, Trapeze may either modify the Software to make it non-infringing or terminate this Agreement as it relates to the infringing portion of the Software. This is Trapeze's entire liability concerning intellectual property infringement. Trapeze will not be liable for any infringement or claim based upon any modification of the Software developed by Licensee or any other third party, or use of the Software in combination with software or other technology not supplied or approved in advance by Trapeze, or use of the Software contrary to this Agreement or the Documentation.

12. Limitation of Liability

(a) Trapeze and Licensee do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to Licensee for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

(b) Trapeze does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. Trapeze shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Licensee's connection to or use of the internet.

(c) Trapeze will not be liable to Licensee or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:

(i) Licensee's use of map or geographical data, owned by Licensee or any third party, in conjunction with the Software or otherwise; or

(ii) Licensee's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.

(d) Trapeze's entire liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the Software (whether or not in the manner permitted by this Agreement) including claims for breach of contract, tort, misrepresentation, or otherwise, or the development, modification or aintenance of the Software will be absolutely limited to the annual maintenance fees paid by Licensee for the specific product associated with the breach under this Agreement.

(e) Trapeze will not be liable to the Licensee or any third party for losses or damages suffered by Licensee or any third party which fall within the following categories:

i) incidental or consequential damages, whether foreseeable or not;

ii) special damages even if Trapeze was aware of circumstances in which special damages could arise;

iii) loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.

(f) Paragraphs (d) and (e) do not apply to claims arising out of death or personal injury caused by either party's gross negligence or fraudulent misrepresentation.

13. Termination The license granted by this Agreement is effective until terminated.

(a) Either party may terminate this Agreement if the other party is in material breach of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed material breaches under this Agreement: (i) Licensee fails to pay any amount when due hereunder; (ii) Licensee becomes insolvent or any proceedings will be commenced by or against Licensee under any bankruptcy, insolvency or similar laws.

(b) If Licensee develops software that is competitive with the Software, or Licensee is acquired by or acquires an interest in a competitor of Trapeze, Trapeze shall have the right to terminate this Agreement immediately.

(c) Either party may terminate for convenience with ninety (90) days written notice.

(d) In the event Licensee terminates this Agreement for any reason, Licensee shall pay Trapeze for all license fees and service fees then due, and all costs incurred up to and including the date of termination.

(e) If this Agreement is terminated, Licensee will immediately return to Trapeze all copies of the Software, the Documentation and other materials provided to Licensee pursuant to this Agreement and will certify in writing to Trapeze that all copies or partial copies of the Software, the Documentation and such other materials have been returned to Trapeze or destroyed.

14. Assignment This Agreement, or any of the rights or obligations of Trapeze created herein, may be assigned by Trapeze, but this Agreement is for the sole benefit of Licensee and may not be assigned by Licensee without the express written consent of Trapeze.

15. Applicable Law This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA.

16. Survival The parties hereto agree that any provisions of this Agreement requiring performance or fulfilment by either party after the termination of this Agreement shall survive such termination.

17. Severability If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void and does not relate to the payments to be made to Trapeze. If the remainder of this Agreement, as the case may be, shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law.

18. Notices All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective addresses of the parties appearing on page one of this Agreement. Any notice given shall be deemed to have been received on the date, which it is delivered if delivered personally, or, if mailed, on the fifth business day next following the mailing thereof. Either party may change its address for notices by giving notice of such change as required in this section.

19. Audits Trapeze may perform audit(s) on the use of the Software and Documentation upon giving Licensee written notice of at least five (5) business days. Licensee agrees to make the necessary operational records, databases, equipment, employees and facilities available to Trapeze for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

EXHIBIT A

Item	Software	Operational Characteristic Limitations	Effective License Date
1.	***Trapeze PASS***	up to 2000 booked trips &23 workstations	Effective date of this Agreement
2.	***Trapeze PASS CT (Zonal Management)***	up to 2000 booked	Effective date of this Agreement
3.	***Trapeze ATIS Agent/WEB***	up to 525 peak vehicles	Effective date of this Agreement
4.	***Trapeze ATIS Import***	up to 525 peak vehicles	Effective date of this Agreement
5.	***Trapeze Malteze Database***	Network	Effective date of this Agreement

1. Third Party Runtime licenses, if required to operate the Software, are not included.
2. Proposed software solution is designed for the Windows 2000/XP operating environments, with an ODBC database infrastructure (the Malteze Transit Database) designed by and proprietary to Trapeze, configured for the Oracle 8/MS SQL database engine.
3. Third Party data, hardware and system/operating software are not included within the license granted under this Agreement.
4. Any components may be operated on any of the licensed workstations within a configuration approved by Trapeze. Licenses for additional local or remote workstations may be purchased at the then current rates.

EXHIBIT B
Summary of Pricing and Payment Schedule

Product	Period	Operational Characteristics	Proposed*
ATIS Agent/WEB	July 1, 2011 - June 30, 2012	up to 525 peak vehicles	$ 49,875
ATIS Agent/WEB	July 1, 2012 - June 30, 2013	up to 525 peak vehicles	$ 52,369
ATIS Agent/WEB	July 1, 2013 - June 30, 2014	up to 525 peak vehicles	$ 54,987
ATIS Import	January 1, 2012 - June 30, 2012	up to 525 peak vehicles	$ 2,888
ATIS Import	July 1, 2012 - June 30, 2013	up to 525 peak vehicles	$ 5,775
ATIS Import	July 1, 2013 - June 30, 2014	up to 525 peak vehicles	$ 6,064
PASS merged	July 1, 2011 - June 30, 2012	up to 2000 booked trips & 23 w/s (1661 actual)	$ 36,113
PASS merged	July 1, 2012 - June 30, 2013	up to 2000 booked trips & 23 w/s (1661 actual)	$ 37,919
PASS merged	July 1, 2013 - June 30, 2014	up to 2000 booked trips & 23 w/s (1661 actual)	$ 39,815
PASS-CT (Zonal Management)	July 1, 2011 - June 30, 2012	up to 2000 booked trips & 23 w/s (1661 booked trips actual)	$ 1,754
PASS-CT (Zonal Management)	July 1, 2012 - June 30, 2013	up to 2000 booked trips & 23 w/s (1661 booked trips actual)	$ 1,842
PASS-CT (Zonal Management)	July 1, 2013 - June 30, 2014	up to 2000 booked trips & 23 w/s (1661 booked trips actual)	$ 1,934

*Note:

1. Fees above do not include applicable taxes. Applicable taxes will be applied at time of invoicing.

2. Maintenance fees are applicable for the time periods stated above. For all subsquent annual renewals maintenance fees shall be subject to Trapeze's then current pricing.

Metropolitan Transit System

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

Agenda

Item No. 17

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

CIP 10940 (PC 50661)

June 23, 2011

SUBJECT:

MTS: MOTOROLA REGIONAL TRANSIT MANAGEMENT SYSTEM – SERVICE CONTRACT AMENDMENT

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute:

1. MTS Doc. No. G0867.12-03 (Attachment A) with Motorola, Inc. to extend the Regional Transit Management System (RTMS) warranty support period from July 1, 2011, to December 31, 2011; and

2. MTS Doc. No. G0868.6-03 (Attachment B) with North County Transit District (NCTD) for a Funds Transfer Agreement.

<u>Budget Impact</u>

1. MTS Doc. No. G0867.12-03 (Attachment A) would not exceed $406,737. The total adjusted cost of the contract would not exceed $23,334,389 without prior written approval from MTS. Funding for Amendment No. 12 would be paid by MTS and NCTD operating funds. MTS's share of the $406,737 would be $248,353 and would be paid by operating funds.

2. NCTD's cost share of $158,384 would be governed by the approved Funds Transfer Agreement (MTS Doc. No. G0868.6-03 – Attachment B).

DISCUSSION:

Background Information

The RTMS is a sophisticated vehicle-tracking and communications system that provides performance and security/safety monitoring of transit vehicles. The regional system is currently being used to support operations of San Diego Transit Corporation (SDTC) and NCTD fixed-route services. The system was deployed through a contract with Motorola and went into full operation in December 2006. Motorola provides maintenance support services for communications and equipment for the system.

Amendment No. 12 to Motorola Service Agreement (Attachment A)

Amendment No. 12 (MTS Doc. No. G0867.12-03) would extend the Motorola warranty support contract to cover the period from July 1, 2011, to December 31, 2011. The cost of the warranty contract would be shared by MTS and NCTD as outlined in the Funds Transfer Agreement (Attachment B).

Amendment No. 6 to the NCTD Funds Transfer Agreement (Attachment B)

As part of the original contract award, MTS and NCTD executed a Funds Transfer Agreement, which provided for the MTS contract execution and NCTD cost-sharing. The extension of the Motorola warranty support contract would be a shared expense and would affect NCTD's cost share, which requires an amendment to the Funds Transfer Agreement.

Conclusion

Modifications to the Motorola service contract are necessary to support continued project expansion activities and deliver enhancements to the RTMS system that improves service delivery to the region and riding public. Therefore, staff is requesting Board approval of MTS Doc. Nos. G0867.12-03 and G0868.6-03.

Sharon Cooney for
Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Daniel Bossert, 619.238.0100, Ext. 6445, Daniel.Bossert@sdmts.com

JUNE23-11.17.MOTOROLA RTMS.MLAWRENCE

Attachments: A. Motorola Service Agreement Amendment (MTS Doc No. G0867.12-03)
B. NCTD Funds Transfer Agreement (MTS Doc No. G0868.6-03)

DRAFT

June 23, 2011

MTS Doc. No. G0867.12-03
CIP 10940

Mr. Howard Chercoe
Director of System Integration
Motorola, Inc.
6450 Sequence Drive
San Diego, CA 92121

Dear Mr. Chercoe:

Subject: AMENDMENT NO. 12 TO MTS DOC. NO. G0867.0-03; CHANGE TO REGIONAL TRANSIT MANAGEMENT SYSTEM

This letter will serve as Amendment No. 12 to the above-referenced contract and in response to the Motorola Service Agreement. These proposals have been evaluated and determined to be fair and reasonable. MTS is processing this amendment to continue the maintenance support services for the Regional Transit Management System. The services will include all work required for troubleshooting, replacement, and repair of vehicle onboard devices. This work shall include identifying the failed device, installation of a spare device (if available), repair of the failed device, and returning it to the spares inventory.

The following table lists the current value of the contract inclusive of previous amendments.

CONTRACT VALUE

Contract Amendments	Amount
Initial Contract	$19,176,856.00
Amendment No. 1	$10,336.00
Amendment No. 2	$678,384.00
Amendment No. 3	$99,712.00
Amendment No. 4	$119,461.50
Amendment No. 5	$702,711.00
Amendment No. 6	$0.00
Amendment No. 7	$544,802.00
Amendment No. 8	$737,846.52
Amendment No. 9	$25,466.51
Amendment No. 10	$774,738.88
Amendment No. 11	$57,337.00
Amendment No. 12	$406,737.48
CONTRACT TOTAL	$23,334,388.48

MOTOROLA SHALL COMPLETE THE WORK IN AMENDMENT NO. 12 PER THE SCOPE OF SERVICES DESCRIBED ABOVE AND IN THE SERVICE AGREEMENT AND AS DIRECTED BY THE PROJECT MANAGER.

All previous conditions remain in effect. If you agree with the above, please sign below and return the document marked "original" to the Contracts Specialist at MTS. The other copy is for your records.

Sincerely,

Paul C. Jablonski
Chief Executive Officer

Accepted:

____
Howard Chercoe
Motorola, Inc.

Date: ________________________

June 23, 2011

MTS Doc. No. G0868.6-03
CIP 10940

Mr. Matthew Tucker
Executive Director
North County Transit District
810 Mission Avenue
Oceanside, CA 92054

Dear Mr. Tucker:

Subject: AMENDMENT NO. 6 TO MTS DOC. NO. G0868.0-03 - FUNDS TRANSFER AGREEMENT

The Metropolitan Transit System (MTS) and North County Transit District (NCTD) hereby agree to amend the Funds Transfer Agreement for Regional Transit Management System (MTS Doc. No. G0868.0-03) per the following:

NCTD agrees to reimburse MTS for an amount not to exceed $158,384.00 for costs pertaining to services provided by Motorola Corporation under Amendment No. 12 (MTS Doc No. G0867.12-03).

Detail

On behalf of NCTD, MTS executed an amendment to the Motorola Corporation contract for continued maintenance services of the Regional Transit Management System. The amendment includes services and/or equipment for both NCTD and MTS, as noted in the attached amendment letter to Motorola. Listed below is an abbreviated table identifying those specific elements and costs pertaining to NCTD.

Amendment	***Change Order***	***Cost***
MTS Doc. No. G0867.12-03	*Service Agreement for July 1, 2011 – December 31, 2011*	*158,384.00*
	Original Contract	***$7,260,730.00***
	Amendment 1	***$ 137,901.00***
	Amendment 2	***$ 122,857.50***
	Funds Transfer Agreement - Amendment 3	***$279,431.00***
	Funds Transfer Agreement - Amendment 4	***$274,553.00***
	Funds Transfer Agreement – Amendment 5	***$296,580.00***
	Funds Transfer Agreement – Amendment 6	***$158,384.00***
	Adjusted Contract Amount	***$8,530,436.50***

The total cost of the Motorola Service Agreement is $406,737.48 with NCTD's cost share of $158,384.00 and MTS's cost share of $248,353.48.

The amendment of this item brings NCTD's total obligation under the Funds Transfer Agreement to $8,530,436.50. All other conditions remain unchanged and in effect. If you agree with the above, please sign below and return the document marked "original" to Contracts Specialist at MTS. The other copy is for your records.

Sincerely,	Accepted:
	______________________________
Paul C. Jablonski Chief Executive Officer	Matthew Tucker Executive Director
	Date: ________________________

Metropolitan Transit System

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

Agenda Item No. 45

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

June 23, 2011

SUBJECT:

MTS: OPERATIONS BUDGET STATUS REPORT FOR APRIL 2011
(MIKE THOMPSON)

RECOMMENDATION:

That the Board of Directors receive the MTS operations budget status report for April 2011.

Budget Impact

None at this time.

DISCUSSION:

This report summarizes MTS's operating results for April 2011 compared to the amended fiscal year 2011 budget. Attachment A-1 combines the operations, administration, and other activities results for April 2011. Attachment A-2 details the April 2011 combined operations results, and Attachments A-3 to A-8 present budget comparisons for each MTS operation. Attachment A-9 details budget comparisons for MTS Administration, and A-10 provides April 2011 results for MTS's other activities (Taxicab/San Diego and Arizona Eastern Railway Company).

MTS NET-OPERATING SUBSIDY RESULTS

As indicated within Attachment A-1, the year-to-date April 2011 MTS net-operating income favorable variance totaled $1,302,000 (1.2%). Operations produced an

$812,000 (0.8%) favorable variance, and the administrative/other activities areas were favorable by $490,000.

MTS COMBINED RESULTS

Revenues

Year-to-date combined revenues through April 2011 were $77,359,000 compared to the year-to-date amended budget of $76,848,000 representing a $511,000 (0.7%) positive variance. This is primarily due to a favorable variance within passenger revenue.

Expenses

Year-to-date combined expenses through April 2011 were $182,189,000 compared to the year-to-date amended budget of $182,980,000 resulting in a $791,000 (0.4%) favorable variance.

Personnel Costs. Year-to-date personnel-related costs totaled $94,733,000 compared to a year-to-date budgetary figure of $95,239,000 producing a favorable variance of $506,000 (0.5%).

Outside Services and Purchased Transportation. Total outside services for the first ten months of the fiscal year totaled $57,366,000 compared to a budget of $58,001,000 resulting in a year-to-date favorable variance of $635,000 (1.1%).

Materials and Supplies. Total year-to-date materials and supplies expenses totaled $6,179,000 compared to a budgetary figure of $5,955,000 resulting in an unfavorable expense variance of $224,000 (-3.8%). This is primarily due to materials and supplies unfavorable variances within transit operations.

Energy. Total year-to-date energy costs were $18,527,000 compared to the budget of $18,302,000 resulting in a year-to-date unfavorable variance of $225,000 (-1.2%). Year-to-date diesel prices averaged $2.77 per gallon compared to the amended budgetary rate of $2.60 per gallon. Year-to-date gasoline prices averaged $3.24 per gallon compared to the amended budgetary rate of $3.16 per gallon. Year-to-date compressed natural gase prices averaged $0.928 per therm compared to the amended budgetary rate of $0.937 per therm.

Risk Management. Total year-to-date expenses for risk management were $3,321,000, compared to the year-to-date budget $3,346,000 resulting in a favorable variance totaling $26,000 (0.8%).

General and Administrative. Year-to-date general and administrative costs, including vehicle and facilities leases, were $73,000 (3.5%) favorable to budget totaling $2,007,000 through April 2011 compared to a year-to-date budget of $2,080,000.

YEAR-TO-DATE SUMMARY

The April 2011 year-to-date net-operating income totaled a favorable variance of $1,302,000 (1.2%). These factors include favorable variances in passenger revenue, personnel costs, outside services, and risk management costs partially offset by unfavorable variances in materials and supplies expenses and fuel costs.

Paul C. Jablonski
Chief Executive Officer

Key Staff Contact: Mike Thompson, 619.557.4557, mike.thompson@sdmts.com

JUNE23-11.45.OPS BUDGET APRIL.MTHOMPSON

Attachment: A. Comparison to Budget

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

MTS
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2011
APRIL 30, 2011
(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	$ 72,544	$ 72,110	$ 433	0.6%
Other Revenue	4,815	4,737	78	1.6%
Total Operating Revenue	**$ 77,359**	**$ 76,848**	**$ 511**	**0.7%**
Personnel costs	$ 94,733	$ 95,239	$ 506	0.5%
Outside services	57,366	58,001	635	1.1%
Transit operations funding	-	-	-	-
Materials and supplies	6,179	5,955	(224)	-3.8%
Energy	18,527	18,302	(225)	-1.2%
Risk management	3,321	3,346	26	0.8%
General & administrative	1,290	1,286	(4)	-0.3%
Vehicle/facility leases	716	793	77	9.7%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	57	57	(0)	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	**$ 182,189**	**$ 182,980**	**$ 791**	**0.4%**
Operating income (loss)	**$ (104,830)**	**$ (106,133)**	**$ 1,302**	**1.2%**
Total public support and nonoperating revenues	**6,639**	**6,473**	**165**	**2.6%**
Income (loss) before capital contributions	**$ (98,191)**	**$ (99,659)**	**$ 1,468**	**1.5%**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Att. A, AI 45, 6/23/11

OPERATIONS
CONSOLIDATED OPERATIONS

COMPARISON TO BUDGET - FISCAL YEAR 2011
APRIL 30, 2011
(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	$ 72,544	$ 72,110	$ 433	0.6%
Other Revenue	447	550	(103)	-18.7%
Total Operating Revenue	**$ 72,991**	**$ 72,661**	**$ 330**	**0.5%**
Personnel costs	$ 82,974	$ 83,458	$ 484	0.6%
Outside services	50,327	50,678	351	0.7%
Transit operations funding	-	-	-	-
Materials and supplies	6,162	5,939	(223)	-3.8%
Energy	18,001	17,750	(252)	-1.4%
Risk management	2,837	2,903	66	2.3%
General & administrative	244	220	(24)	-11.0%
Vehicle/facility leases	581	660	78	11.9%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	18,118	18,118	(0)	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	**$ 179,245**	**$ 179,726**	**$ 481**	**0.3%**
Operating income (loss)	**$ (106,253)**	**$ (107,065)**	**$ 812**	**0.8%**
Total public support and nonoperating revenues	**7,475**	**7,382**	**93**	**1.3%**
Income (loss) before capital contributions	**$ (98,778)**	**$ (99,683)**	**$ 905**	**0.9%**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS

Att. A, AI 45, 6/23/11

TRANSIT SERVICES (SAN DIEGO TRANSIT CORPORATION)

COMPARISON TO BUDGET - FISCAL YEAR 2011

APRIL 30, 2011

(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	$ 21,728	$ 21,486	$ 242	1.1%
Other Revenue	17	41	(24)	-58.1%
Total Operating Revenue	**$ 21,745**	**$ 21,527**	**$ 218**	**1.0%**
Personnel costs	$ 57,481	$ 57,656	$ 175	0.3%
Outside services	1,543	1,536	(7)	-0.4%
Transit operations funding	-	-	-	-
Materials and supplies	3,644	3,398	(247)	-7.3%
Energy	4,600	4,642	42	0.9%
Risk management	1,378	1,373	(5)	-0.3%
General & administrative	98	98	0	0.3%
Vehicle/facility leases	191	195	4	2.1%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	6,516	6,516	-	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	**$ 75,450**	**$ 75,413**	**$ (37)**	**0.0%**
Operating income (loss)	**$ (53,705)**	**$ (53,886)**	**$ 181**	**0.3%**
Total public support and nonoperating revenues	**4,113**	**4,020**	**93**	**2.3%**
Income (loss) before capital contributions	**$ (49,592)**	**$ (49,866)**	**$ 274**	**0.5%**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS

Att. A, AI 45, 6/23/11

RAIL OPERATIONS (SAN DIEGO TROLLEY, INCORPORATED)

COMPARISON TO BUDGET - FISCAL YEAR 2011

APRIL 30, 2011

(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	$ 29,132	$ 29,152	$ (20)	-0.1%
Other Revenue	430	509	(79)	-15.5%
Total Operating Revenue	**$ 29,562**	**$ 29,661**	**$ (99)**	**-0.3%**
Personnel costs	$ 24,538	$ 24,852	$ 314	1.3%
Outside services	2,820	2,895	74	2.6%
Transit operations funding	-	-	-	-
Materials and supplies	2,513	2,537	24	0.9%
Energy	6,971	7,016	45	0.6%
Risk management	1,451	1,524	73	4.8%
General & administrative	142	111	(32)	-28.8%
Vehicle/facility leases	148	160	13	7.9%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	10,373	10,373	-	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	**$ 48,957**	**$ 49,468**	**$ 511**	**1.0%**
Operating income (loss)	**$ (19,395)**	**$ (19,807)**	**$ 411**	**2.1%**
Total public support and nonoperating revenues	**-**	**-**	**-**	**-**
Income (loss) before capital contributions	**$ (19,395)**	**$ (19,807)**	**$ 411**	**2.1%**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Att. A, AI 45, 6/23/11

OPERATIONS
MULTIMODAL OPERATIONS (FIXED ROUTE)
COMPARISON TO BUDGET - FISCAL YEAR 2011
APRIL 30, 2011
(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	$ 17,837	$ 17,640	$ 197	1.1%
Other Revenue	-	-	-	-
Total Operating Revenue	**$ 17,837**	**$ 17,640**	**$ 197**	**1.1%**
Personnel costs	$ 293	$ 284	$ (10)	-3.4%
Outside services	32,706	32,799	93	0.3%
Transit operations funding	-	-	-	-
Materials and supplies	-	-	-	-
Energy	4,599	4,374	(225)	-5.1%
Risk management	-	-	-	-
General & administrative	1	2	1	49.2%
Vehicle/facility leases	24	24	1	3.4%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	830	830	-	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	**$ 38,452**	**$ 38,313**	**$ (140)**	**-0.4%**
Operating income (loss)	**$ (20,616)**	**$ (20,673)**	**$ 57**	**0.3%**
Total public support and nonoperating revenues	**-**	**-**	**-**	**-**
Income (loss) before capital contributions	**$ (20,616)**	**$ (20,673)**	**$ 57**	**0.3%**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Att. A, AI 45, 6/23/11

OPERATIONS
MULTIMODAL OPERATIONS (PARATRANSIT)
COMPARISON TO BUDGET - FISCAL YEAR 2011
APRIL 30, 2011
(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	$ 1,531	$ 1,511	$ 20	1.3%
Other Revenue	-	-	-	-
Total Operating Revenue	**$ 1,531**	**$ 1,511**	**$ 20**	**1.3%**
Personnel costs	$ 118	$ 124	$ 5	4.2%
Outside services	8,656	8,782	126	1.4%
Transit operations funding	-	-	-	-
Materials and supplies	-	-	-	-
Energy	1,663	1,614	(48)	-3.0%
Risk management	8	-	(8)	-
General & administrative	3	6	3	52.3%
Vehicle/facility leases	219	280	61	21.6%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	294	294	-	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	**$ 10,961**	**$ 11,100**	**$ 139**	**1.3%**
Operating income (loss)	**$ (9,429)**	**$ (9,588)**	**$ 159**	**1.7%**
Total public support and nonoperating revenues	**-**	**-**	**-**	**-**
Income (loss) before capital contributions	**$ (9,429)**	**$ (9,588)**	**$ 159**	**1.7%**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS

Att. A, AI 45, 6/23/11

CONSOLIDATED CHULA VISTA TRANSIT OPERATIONS

COMPARISON TO BUDGET - FISCAL YEAR 2011

APRIL 30, 2011

(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	$ 2,316	$ 2,321	$ (5)	-0.2%
Other Revenue	-	-	-	-
Total Operating Revenue	**$ 2,316**	**$ 2,321**	**$ (5)**	**-0.2%**
Personnel costs	$ 355	$ 354	$ (1)	-0.3%
Outside services	4,331	4,395	65	1.5%
Transit operations funding	-	-	-	-
Materials and supplies	5	5	0	2.6%
Energy	168	103	(65)	-63.7%
Risk management	-	6	6	-
General & administrative	0	4	3	94.7%
Vehicle/facility leases	-	-	-	-
Amortization of net pension asset	-	-	-	-
Administrative Allocation	105	105	(0)	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	**$ 4,964**	**$ 4,972**	**$ 8**	**0.2%**
Operating income (loss)	**$ (2,648)**	**$ (2,651)**	**$ 3**	**0.1%**
Total public support and nonoperating revenues	**3,249**	**3,249**	**-**	**0.0%**
Income (loss) before capital contributions	**$ 601**	**$ 598**	**$ 3**	**-0.5%**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Att. A, AI 45, 6/23/11

OPERATIONS
CORONADO FERRY

COMPARISON TO BUDGET - FISCAL YEAR 2011
APRIL 30, 2011
(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	$ -	$ -	$ -	-
Other Revenue	-	-	-	-
Total Operating Revenue	**$ -**	**$ -**	**$ -**	**-**
Personnel costs	$ -	$ -	$ -	-
Outside services	116	116	-	0.0%
Transit operations funding	-	-	-	-
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Amortization of net pension asset	-	-	-	-
Administrative Allocation	-	-	-	-
Depreciation	-	-	-	-
Total Operating Expenses	**$ 116**	**$ 116**	**$ -**	**0.0%**
Operating income (loss)	**$ (116)**	**$ (116)**	**$ -**	**0.0%**
Total public support and nonoperating revenues	**114**	**139**	**(26)**	**-18.5%**
Income (loss) before capital contributions	**$ (3)**	**$ 23**	**$ (26)**	**111.2%**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Att. A, AI 45, 6/23/11

ADMINISTRATION
CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2011
APRIL 30, 2011
(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	$ -	$ -	$ -	-
Other Revenue	3,425	3,284	140	4.3%
Total Operating Revenue	**$ 3,425**	**$ 3,284**	**$ 140**	**4.3%**
Personnel costs	$ 11,247	$ 11,249	$ 2	0.0%
Outside services	6,944	7,190	246	3.4%
Transit operations funding	-	-	-	-
Materials and supplies	15	14	(1)	-4.9%
Energy	519	543	24	4.4%
Risk management	458	415	(43)	-10.3%
General & administrative	961	980	19	2.0%
Vehicle/facility leases	135	134	(1)	-0.9%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	(18,130)	(18,130)	(0)	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	**$ 2,148**	**$ 2,395**	**$ 247**	**10.3%**
Operating income (loss)	**$ 1,276**	**$ 889**	**$ 387**	**-43.6%**
Total public support and nonoperating revenues	**(836)**	**(909)**	**73**	**-8.0%**
Income (loss) before capital contributions	**$ 440**	**$ (20)**	**$ 460**	**2294.3%**

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OTHER ACTIVITIES
CONSOLIDATED

Att. A, AI 45, 6/23/11

COMPARISON TO BUDGET - FISCAL YEAR 2011
APRIL 30, 2011
(in $000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	$ -	$ -	$ -	-
Other Revenue	943	903	40	4.5%
Total Operating Revenue	**$ 943**	**$ 903**	**$ 40**	**4.5%**
Personnel costs	$ 513	$ 532	$ 20	3.7%
Outside services	95	133	38	28.8%
Transit operations funding	-	-	-	-
Materials and supplies	2	2	(0)	-15.8%
Energy	7	9	2	27.6%
Risk management	26	28	2	6.7%
General & administrative	86	86	1	0.7%
Vehicle/facility leases	-	-	-	-
Amortization of net pension asset	-	-	-	-
Administrative Allocation	69	69	-	0.0%
Depreciation	-	-	-	-
Total Operating Expenses	**$ 797**	**$ 859**	**$ 63**	**7.3%**
Operating income (loss)	**$ 147**	**$ 44**	**$ 103**	**-236.6%**
Total public support and nonoperating revenues	**-**	**-**	**-**	**-**
Income (loss) before capital contributions	**$ 147**	**$ 44**	**$ 103**	**-236.6%**

Metropolitan Transit System

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

Agenda Item No. 46

JOINT MEETING OF THE BOARD OF DIRECTORS
for the
Metropolitan Transit System,
San Diego Transit Corporation, and
San Diego Trolley, Inc.

June 23, 2011

SUBJECT:

MTS: 2011 ROCK 'N' ROLL MARATHON RECAP (TOM DOOGAN AND JIM BYRNE)

RECOMMENDATION:

That the Board of Directors receive a report for information.

Budget Impact

None.

DISCUSSION:

The 2011 Rock 'N' Roll Marathon was held on Sunday, June 5, 2011. Several new elements affecting bus and rail operations were implemented this year including:

1. relocating the designated participant parking and start line shuttle operations back to the Airport Authority lot after using Qualcomm Stadium in 2010;
2. eliminating any spectator parking at the designated lot;
3. rerouting finish line shuttle operations from the finish line area (SeaWorld) to Old Town Transit Center and the Airport Authority lot;
4. encouraging spectators to walk from the Morena/Linda Vista light rail transit (LRT) station to the finish line area (1.1 miles); and
5. replacing 4-person teams (full marathon relay) to 2-person teams (half marathon relay) creating a single transition point at Fashion Valley. Relay teams were encouraged to use LRT to/from the transition point

Service Impacts and Mitigation

The current route once again crossed LRT tracks four times in the downtown area and impacted 19 bus routes. Most affected bus routes resumed normal operations by 10:30 a.m. LRT service was modified in the downtown area beginning at 6:15 a.m. as the course required track closures in four locations:

1. Tenth Avenue & C Street
2. Eleventh Avenue & C Street
3. Market Street grade crossing (Harbor Drive)
4. Broadway grade crossing

MTS buses provided service between the City College and Fifth Avenue Stations to bridge the gap in LRT service, and normal LRT operations resumed by 9:45 a.m.

Sharon Cooney for

Paul C. Jablonski
Chief Executive Officer

Key Staff Contacts: Jim Byrne, 619.238.0100, Ext. 6420, jim.byrne@sdmts.com
Tom Doogan, 619.595.4984, tom.doogan@sdmts.com

JUNE23-11.46.2011 ROCK N ROLL
MARATHON RECAP.DOOGAN BYRNE

Metropolitan Transit System

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

June 23, 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 May 19, 2011, through June 15, 2011.

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EXPENSE CONTRACTS

Doc #	Organization	Subject	Amount	Day
L0912.2-10	INIT INNOVATIONS	PASSENGER COUNTING SYSTEM ON MINIBUS	$95,796.57	5/19/2011
PWL116.2-09	KONE INC.	ELEVATOR VANDALISM REPAIR	$2,000.00	5/27/2011
G1139.10-08	TROVILLION, INVEISS & DEMAKIS	LEGAL SERVICES - WORKERS COMPENSATION	$50,000.00	6/10/2011
G1366.0-11	TERMINIX	PEST CONTROL SERVICES FOR BUS AND RAIL	$95,700.00	6/13/2011

REVENUE CONTRACTS

Doc #	Organization	Subject	Amount	Day
S200-11-492	CALIFORNIA CONSERVATION CORPS	ROE PERMIT - SANDAG BAYSHORE BIKEWAY	$0.00	5/19/2011
S200-11-491	JOHNSON-FRANK ASSOC.	ROE PERMIT - LAND SURVEY SY RAIL YARD	($1,500.00)	5/23/2011
L6664.0-11	SDGE	JROE PERMIT - NCTD TL6927 ROSE CYN INSPE	($1,500.00)	5/25/2011
G1390.0-11	SANDAG	MOU - PROJECT SUPPORT OF ICM PROJECT	$0.00	5/25/2011
G1393.0-11	SAN DIEGO SYMPHONY ASSOC.	WINTER AND SUMMER POPS PROMOTION	$0.00	5/27/2011
L7048.0-11	THE SALVATION ARMY	ROE PERMIT FOR DONATION BIN	$0.00	5/27/2011
L1023.0-11	COMPETITOR GROUP - ROCK & ROLL	ROE PERMIT FOR ROCK AND ROLL MARATHON	$0.00	5/27/2011
B0562.0-11	QUALCOMM INCORPORATED	FUND EXTRA TRIPS ON ROUTE 921	($19,222.00)	6/2/2011
L1026.0-11	CITY OF LA MESA	ALLISON AVE FENCE/RETAINING WALL/SIGN	($655.00)	6/3/2011
L1027.0-11	CITY OF CHULA VISTA	ROE PERMIT PALOMAR STATION EVENT	($500.00)	6/3/2011
S200-11-493	SWEETWATER AUTHORITY	ROE PERMIT AIR VALVE INSTALLATION	($1,200.00)	6/6/2011
L5720.0-11	PAR ELECTRIC	JROE PERMIT NCTD SDGE CONVERSION	($2,150.00)	6/10/2011
L6662.0-11	DIVERSIFIED UTILITY SERVICE	JROE PERMIT NCTD SDGE RECONDUCTOR PROJEC	($500.00)	6/10/2011
L5721.0-11	SDG&E	JROE PERMIT NCTD SDGE CONVERSION	($1,000.00)	6/10/2011
M6687.0-11	GLANZ SIGNING & GRAPHICS	ROE PERMIT - INSTALL COMMEMORATIVE SIGN	$0.00	6/14/2011

PURCHASE ORDERS

DATE	Organization	Subject	AMOUNT
5/20/2011	VOLOGY, INC.	IT EQUIPMENT	$1,236.25
5/24/2011	RAPHAEL'S PARTY RENTAL	PARTY RENTAL	$4,472.50
5/24/2011	PROMOS ROK, INC.	BANNER PENS	$3,672.48
5/24/2011	E.F. JOHNSON COMPANY	MOBILE RADIO	$31,742.42
5/24/2011	ORACLE CORPORATION	ORACLE SOFTWARE	$4,394.33
5/27/2011	BROWN & BIGELOW	LAPEL PINS	$4,009.56
5/27/2011	EMC CORPORATION	ANNUAL TECHNICAL SOFTWARE SUPPORT	$4,510.80
5/27/2011	CDW GOVERNMENT INC	LASERJET PRINTER	$1,705.14
6/6/2011	B & H PHOTO VIDEO	ADOBE DESIGN PREMIUM CS5.5	$2,787.00
6/6/2011	BORDEAUX PRINTERS, INC.	POST CARD SERIES BROCHURE	$3,389.74
6/6/2011	CUSTOM LOGOS	ELITE COOLER	$13,600.71
6/6/2011	ADVERTISING CONCEPTS, INC.	REUSABLE BAGS	$11,562.38
6/6/2011	HKA ELEVATOR CONSULTING, INC.	ELEVATOR CONSULTING SERVICES	$2,000.00
6/6/2011	EN POINTE TECHNOLOGIES SALES	BATTERY KIT, CABINET, ADAPTER	$38,936.69
6/10/2011	AZTEC SPORTS PROPERTIES LLC	SDSU MARKETING	$19,500.00
6/14/2011	SAN DIEGO POSTAL AND SHIPPING	YEARLY MAINTENANCE SERVICE HASLER	$705.00

WORK ORDERS

Doc #	Organization	Subject	Amount	Day
G1245.0-09.02.2	KIMLEY-HORN & ASSOC.	SURVEYING ON-CALL SERVICES	$20,000.00	6/2/2011
G1245.0-09.05.1	KIMLEY-HORN & ASSOC.	ENGINEERING SERVICES FOR MTS ROW	$75,000.00	6/2/2011
G1245.0-09.06.1	KIMLEY-HORN & ASSOC.	ENGINEERING SERVICES FOR SDAE ROW	$75,000.00	6/2/2011