



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.

July 14, 2011

9:00 a.m.

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

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### ACTION RECOMMENDED

1. Roll Call
2. Approval of Minutes - June 23, 2011
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.

Approve

Possible  
Action

Please SILENCE electronics  
during the meeting

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

## CONSENT ITEMS

6. Caltrans Mass Transportation Program Master Agreement for State-Funded Projects Adopt  
Action would adopt Resolution No. 11-11 authorizing the Chief Executive Officer (CEO) or designated representative to execute Master Fund Transfer Agreement A0041 A01 with the California Department of Transportation (Caltrans).
7. Cuyamaca/Gillespie Field Airplane Damage Repairs Approve  
Action would authorize the CEO to reimburse the San Diego Association of Governments (SANDAG) for invoices related to Cuyamaca/Gillespie Field airplane damage repairs.
8. Investment Report - May 2011 Receive  
Action would receive a report for information.
9. SANDAG FY 2012 Budget Amendment - Light Rail Vehicle (LRV) Car Wash Replacement and Substation SCADA Design Approve  
Action would authorize the San Diego Association of Governments (SANDAG) to amend its FY 2012 Capital Improvement Program (CIP) budget and transfer \$200,000 from CIP 1144000 (Substation SCADA Design) to CIP 1128600 (LRV Car Wash Replacement).

## CLOSED SESSION

24. None.

## NOTICED PUBLIC HEARINGS

25. Public Hearing Regarding Equivalent Facilitation for Modification of Detectable-Warning Tactile Strip to Accommodate Bridge Plate on Low-Floor Vehicles (Wayne Terry and John Haggerty of SANDAG) Adopt/  
Approve  
Action would: (1) receive public testimony; (2) adopt Resolution No. 11-12 approving the proposed design for the modified detectable-warning edge on all MTS light rail station platforms; and (3) authorize staff to submit a Request for Equivalent Facilitation to the Federal Transit Administration (FTA).

## DISCUSSION ITEMS

30. Taxicab Administration Workshop and Revised Guidelines Related to Taxicab Advisory Committee Membership (John Scott and Karen Landers) Adopt/  
Approve  
Action would: (1) receive a report on Taxicab Administration; (2) receive a report regarding the July 5, 2011, special meeting of the Taxicab Advisory Committee (TAC) regarding proposed revisions of the TAC's guidelines; (3) adopt the TAC's proposed revisions to the TAC Guidelines; and (4) authorize the CEO or designee to develop a procedure to implement the new membership categories for the TAC consistent with the guidelines approved by the Board.

## REPORT ITEMS

45. Operations Budget Status Report for May 2011 (Mike Thompson) Receive  
Action would receive an operations budget status report of MTS operations for May 2011.
46. Tecate Bus Stop Improvement Project (Devin Braun) Receive  
Action would receive a report for information.

- |     |   |             |
|-----|---|-------------|
| 60. | <u>Chairman's Report</u>  | Information |
| 61. | <u>Audit Oversight Committee Chairman's Report</u>  | Information |
| 62. | <u>Chief Executive Officer's Report</u>   | Information |
| 63. | <u>Board Member Communications</u>  |             |
| 64. | <u>Additional Public Comments Not on the Agenda</u><br>If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments. |             |
| 65. | <u>Next Meeting Date:</u> August 18, 2011   |             |
| 66. | <u>Adjournment</u>  |             |

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

June 23, 2011

DRAFT MINUTES

1. Roll Call

Chairman Mathis called the Board meeting to order at 9:04 a.m. A roll call sheet listing Board member attendance is attached.

2. Approval of Minutes

Mr. McClellan moved to approve the minutes of the May 26, 2011, MTS Board of Directors meeting. Mr. Ovrom seconded the motion, and the vote was 9 to 0 in favor with Ms. Zarate abstaining.

3. Public Comments

*Mikail Hussein* – Mr. Hussein is representing the United Taxi Workers of San Diego (UTWSD). He stated there are 2,000 leased taxi drivers in the county of San Diego, and the taxi drivers would like to occupy an extra seat just given up by the San Diego Chamber of Commerce on the Taxicab Advisory Committee (TAC).

*John Wood* – Mr. Wood is asking the Board of Directors to consider moving the handicap pickup area down the platform at the Lemon Grove Depot trolley station so that the crossing gates are not triggered to come down and block traffic during passenger boarding and deboarding. Mr. Jablonski commented that regulatory requirements make certain elements about crossing gates and timing out of MTS control. He stated that staff will continue to evaluate the issue and will follow up with a written response directly to Mr. Wood.

CONSENT ITEMS:

6. MTS: Portable Toilet Rental Services - Contract Award

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.

7. MTS: Certifications and Assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Funds

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).

8. MTS: NABI Brake Linings and Disc Brake Pads - Contract Award

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.

9. MTS: Taxicab Committee Revised Guidelines

Item No. 9 was pulled from the Consent Agenda for discussion

Sharon Cooney, Chief of Staff, provided background for the Transportation Committee (TAC) Guidelines and how members of the TAC were selected. She advised the Board members that the Workshop on Regulatory Matters (WORM) had met to discuss how to fill the seat vacated by the San Diego Chamber of Commerce. After discussions as to whether to fill the position with another driver representative or another agency, the WORM decided that the best entity to fill the seat would be the Sheriff's Licensing Division.

*Mikail Hussein* – Mr. Hussein is representing the UTWSD and stated that he was happy that the underrepresentation of drivers on the TAC was being recognized. He explained that there were not 3 owners but actually 9 owners versus 1 driver on the Committee, which was unacceptable. He also stated that the drivers have no problem with the Sheriff's Department being on the Committee, but that the driver issues were misrepresented. He urged the Board not to pass the guidelines presented.

*Peter Zschiesche* - Mr. Zschiesche is from the Employee Rights Center of San Diego and explained that they have law students helping UTWSD understand taxi driver dynamics. He stated that due to the way the TAC was formed, the drivers have a detriment because they are shut out. He explained that at the last Committee meeting representation was proposed expanding driver selection, but the Committee did not support it and instead decided on the Sheriff's Department to be the go-between with the drivers. He stated that it is not appropriate because when drivers or the UTWSD have an issue with the Sheriff's Department, they deal with them directly. He stated that there are 2,000 drivers, and they should have a larger representation on the Committee.

*Margo Tanguay* – Ms. Tanguay is the leased driver representative on the TAC, and she gave a brief background of the Committee. She explained that the Committee was established originally by the City of San Diego's City Council and was taken over by MTS in 1988. She expressed her opinion that an educator needs to be a part of the Committee to provide training. She stated that the UTWSD did not represent all 2,000 drivers and said that some of them work for TSA, airlines, and hotels, and that many of them have other businesses.

Ms. Emerald asked Ms. Cooney what the configuration of the TAC was and Ms. Cooney gave the Board a breakdown of the members.

Ms. Emerald made a motion (motion #1) to amend the staff recommendation to incorporate 4 taxi drivers and 5 taxi owners on the Committee. Mr. Mathis asked for clarification as to what change Ms. Emerald wanted to make. Ms. Emerald said that instead of having 8 owners and 1

driver, that the Board even out the number of drivers and owners. The motion was seconded by Mr. Young.

Karen Landers, General Counsel, said that the proposed motion was too far away from what the staff recommendation was and for purposes of the Brown Act, the motion would need to be pushed back to the next Board meeting as the agenda item was only relative to replacing the Chamber representative with the Sheriff representative.

No action was taken on motion #1.

Ms. Emerald then moved (motion #2) that Consent Item No. 9 be continued to the next Board meeting as the reconfiguration of the TAC to give drivers greater representation in the industry.

Chairman Mathis stated that bringing the item back to the next Board meeting would be too soon and that it should go to the TAC for discussion because it was not discussed in the current context. Ms. Emerald stated that the Committee was not interested in discussing it, and that the only place that changes could occur was at the Board level. She again requested that it be continued to the next Board meeting to vote on reconfiguring the Committee. Mr. Young seconded the motion.

No action was taken on motion #2.

Board members expressed their concern about making a decision regarding TAC representatives without hearing input from the TAC itself.

Ms. Emerald again stated that she would like the item continued to the next meeting so there could be a full vetting and a public hearing. She also stated that if necessary, as Chair of the Public Safety and Neighborhood Services Committee, she could call a special hearing to do the initial vetting and bring a recommendation back to the Board.

Mr. Mullin proposed an amendment to motion #2 (Mullin amendment) deleting the requirement that the agenda item come back to the Board on July 14, 2011, and instead requiring it to come back to the Board "as soon as possible" after the TAC is able to hold a meeting and make a recommendation about additional changes to the TAC membership composition.

The Board voted 6 to 8 in favor of the Mullin amendment, with Rindone, Mullin, Ewin, McClellan, Mathis and Ovrom in favor, Emerald, Gloria, Janney, Lightner, Gastil, Minto, Zarate and Young opposed, and Roberts absent. The amendment failed to pass.

Chairman Mathis called for a vote from the Board to vote on motion #2 without any restrictions. The vote was 7 to 7 with Emerald, Gloria, Lightner, Gastil, Minto, Zarate and Young in favor, Rindone, Mullin, Ewin, McClellan, Mathis, Ovrom and Janney opposed, and Roberts absent. Motion #2 failed to pass.

Ms. Emerald made a new motion (motion #3) to continue the agenda item to the July 14, 2011, Board meeting, on the condition that the TAC and City of San Diego PS&NS Committees are unable to meet and provide feedback to the Board before the July 14, 2011 meeting. If the TAC and PS&NS Committees are unable to meet within this timeframe, the agenda item will be continued until these conditions are satisfied. It was clarified that this specific agenda item to be docketed for the July 14, 2011 or later Board meeting is to be expanded in scope to allow the

Board to take any action related to the TAC membership composition. Mr. Ovrom seconded the motion. The motion passed by a vote of 15 to 0 in favor.

10. MTS: Fiscal Year 2012 Transportation Development Act (TDA) Claim

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.

11. MTS: Increased Authorization for Legal Services - Wheatley Bingham & Baker

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.

12. MTS: Increased Authorization for Legal Services - Law Offices of Mark H. Barber, APC

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.

13. MTS: GIRO, Inc. Regional Scheduling System (RSS) - Contract Amendment

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.

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.

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.

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.

17. MTS: Motorola Regional Transit Management System - Service Contract Amendment

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.

Action on Recommended Consent Items

Mr. Rindone moved to approve Consent Agenda Item Nos. 6, 7, 8, 10, 11, 12, 13, 14, 15, 16 and 17, with Item No. 9 docketed to the next meeting. Mr. McClellan seconded the motion, and the vote was 10 to 0 in favor.

CLOSED SESSION:

**The Board convened to Closed Session at 10:21 a.m.**

- 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
- 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

**The Board reconvened to open session at 10:36 a.m.**

Oral Report of Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported the following:

- a. The Board received a report and gave direction to staff.
- b. The Board received a report and gave direction to staff.

NOTICED PUBLIC HEARINGS:

- 25. None.

DISCUSSION ITEMS:

- 30. None.

REPORT ITEMS:



45. MTS: Operations Budget Status Report for April 2011

Mike Thompson, Budget Manager, provided the Board with a report on the budget status for operations during the month of April 2011. He explained that operations produced an \$812,000 favorable variance, and the administrative/other activities areas were favorable by \$490,000. He also explained that the 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 positive variance, which is primarily due to a favorable variance within passenger revenue. He explained further that the 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 favorable variance.

Mr. Thompson stated that the year-to-date net-operating income totaled a favorable balance of \$1,302,000 (1.2%). He stated that 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.

Action Taken

Mr. Minto moved to receive the MTS operations budget status report for April 2011. Ms. Zarate seconded the motion, and the vote was 11 to 0 in favor.

46. MTS: 2011 Rock 'n' Roll Marathon Recap

Mr. Jim Byrne, Director of Transportation for MTS, provided an overview of bus service for the 2011 Rock 'N' Roll Marathon held on Sunday, June 5. He explained that this year's event prerace parking was moved back to the Airport Authority parking lot and was supplemented by a premium lot at SeaWorld. He mentioned that MTS staff met extensively with the Competitor Group, Bauer, SDPD, and MTS Trolley to coordinate transportation.

Mr. Byrne discussed the cooperation between all service providers, MTS Bus, Veolia Transportation, operators, supervisors, and service trucks to provide timely and seamless service for runners and guests. He mentioned that the service impact on existing service and the cause to operate on detours during the race, and most of the downtown routes resumed normal operations after 10:00 a.m. He expanded that the trolley bridge required 8 shuttle buses to shuttle passengers between Smart Corner and Fifth and B Street, which operated from 6:30 a.m. to 9:45 a.m.

Mr. Byrne explained the first bus was sent out to the Start Line at 3:40 a.m., and 75 buses were dedicated to getting the runners to the start line. He mentioned that 7,401 runners were transported to the starting line, and that a grand total of 26,361 passengers were carried during the event.

Mr. Tom Doogan, Special Events and Operations Coordinator for MTS, provided an overview of light rail transit (LRT) service for the 2011 Rock 'N' Roll Marathon. He mentioned that special downtown operations lasted 3½ hours because the marathon course intersected trolley tracks at four locations. He also mentioned that the marathon start times were staggered over a 50-minute time frame; this and the addition of a half-marathon caused participation to increase from 24,664 for 2010 to 26,485 in 2011, which is a 7% increase.

Mr. Doogan explained that runners were allowed to ride the trolley at no cost and used their official race number as their ticket, (costs were covered by the Competitor Group). He also explained that ticket sales were available in advance at the marathon expo as well as at trolley stations with 2011 sales of \$58,431, and it is believed that the event was revenue positive for MTS Rail.

Action Taken

Mr. Minto moved to receive a report for information. Mr. McClellan seconded the motion, and the vote was 12 to 0 in favor.

60. Chairman's Report

Chairman Mathis mentioned that he had recently attended the American Public Transportation Association (APTA) Rail Conference in Boston. He stated that the overall theme presented was the uncertainty of reauthorization funds and New Starts programs related to public transportation. He mentioned that there are many rail projects and rail-expansion projects happening around the country and was happy to see an increased interest in streetcar projects.

61. Audit Oversight Committee Chairman's Report

Mr. Ewin reported that an exit interview was conducted, and additional work for the audit is ongoing.

62. Chief Executive Officer's Report

Mr. Jablonski mentioned that he attended the APTA Rail Conference in Boston. He explained that the conference covered many topics such as funding issues, technical issues dealing with rail cars, transit systems, and fare policies. He mentioned that he was voted as the Vice Chair of the CEO Rail Committee. He also mentioned that there has been discussion of federal funding cuts in Washington of up to 30%, which would be an \$18 million cut to MTS. He stated that New Starts federal funding did receive a 25% cut during preliminary concessions.

63. Board Member Communications

Mr. Janney questioned how New Starts federal funding cuts would affect the Mid-Coast project. Mr. Jablonski explained that even modest cuts could have a big effect because cuts mean there are no funds for new projects. He explained that some cities are being very aggressive in their rail-expansion efforts, and he feels that we need to ramp up our advocacy efforts. He stated that if funding continues at the current level, the Mid-Coast project will go into preliminary engineering; if funding is cut, the project will take a backseat.

Mr. Rindone congratulated Chairman Mathis for the successful restoration of the vintage trolleys. He also gave compliments to Mr. Jablonski and staff for work on the Blue Line rehabilitation and feels that the rehabilitation will be good for all southern San Diego cities. He mentioned that he attended the LOSSAN meeting yesterday in Oceanside, which is comprised of six southern counties from Santa Barbara to San Diego. He stated that double-tracking extension is going to happen soon, and there will be new, consistent signage at rail stations, and a change in bylaws just occurred. He stated that the group is also considering adding the County of Riverside.

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, July 14, 2011.

66. Adjournment

Chairman Mathis adjourned the meeting at 11:09 a.m. in memory of Arlene Fleming and her 21 years of service and devotion to the organization.

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Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

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

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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 06-23-11 DRAFT.docx

METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS  
ROLL CALL

MEETING OF (DATE): June 23, 2011

CALL TO ORDER (TIME): 9:04 AM

RECESS: \_\_\_\_\_

RECONVENE: \_\_\_\_\_

CLOSED SESSION: 10:21 AM

RECONVENE: 10:36 AM

PUBLIC HEARING: \_\_\_\_\_

RECONVENE: \_\_\_\_\_

ORDINANCES ADOPTED: \_\_\_\_\_

ADJOURN: 11:09 AM

BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
CASTANEDA	<input type="checkbox"/> (Rindone) <input checked="" type="checkbox"/>		
CUNNINGHAM	<input type="checkbox"/> (Mullin) <input checked="" type="checkbox"/>		
EWIN	<input checked="" type="checkbox"/> (Sterling) <input type="checkbox"/>		
EMERALD	<input checked="" type="checkbox"/> (Faulconer) <input type="checkbox"/>	9:17 AM	10:36 AM
ENGLAND	<input type="checkbox"/> (Gastil) <input checked="" type="checkbox"/>		
GLORIA	<input checked="" type="checkbox"/> (Faulconer) <input type="checkbox"/>	9:41 AM	
JANNEY	<input checked="" type="checkbox"/> (Bragg) <input type="checkbox"/>		
LIGHTNER	<input checked="" type="checkbox"/> (Faulconer) <input type="checkbox"/>	9:08 AM	
MATHIS	<input checked="" type="checkbox"/> (Vacant) <input type="checkbox"/>		
MCCLELLAN	<input checked="" type="checkbox"/> (Hanson-Cox) <input type="checkbox"/>		
MINTO	<input checked="" type="checkbox"/> (McNelis) <input type="checkbox"/>	9:17 AM	
OVROM	<input checked="" type="checkbox"/> (Denny) <input type="checkbox"/>		
ROBERTS	<input type="checkbox"/> (Cox) <input type="checkbox"/>		
VAN DEVENTER	<input type="checkbox"/> (Zarate) <input checked="" type="checkbox"/>		
YOUNG	<input checked="" type="checkbox"/> (Faulconer) <input type="checkbox"/>		10:21 AM

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

CONFIRMED BY OFFICE OF THE GENERAL COUNSEL: Karen Lavelle



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  
Metropolitan Transit System,  
San Diego Transit Corporation, and  
San Diego Trolley, Inc.

July 14, 2011

SUBJECT:

CALTRANS MASS TRANSPORTATION PROGRAM MASTER AGREEMENT  
FOR STATE-FUNDED PROJECTS

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors adopt Resolution No. 11-11 (Attachment A) authorizing the Chief Executive Officer (CEO) or designated representative to execute Master Fund Transfer Agreement A0041 A01 (Attachment B) with the California Department of Transportation (Caltrans).

Budget Impact


None.

DISCUSSION:

As a result of an effort to streamline the process for transit agencies to access state funds for projects programmed in the State Transportation Improvement Program (STIP), Caltrans Division of Mass Transportation developed a Master Fund Transfer Agreement (Master Agreement) to cover all STIP-funded projects through program supplements. Master Agreement No. 64A0041 between MTS and Caltrans, executed in 2001, has a term of ten years. In order for MTS to continue to receive state funding for transit-related projects, the Master Agreement needs to be amended to increase the term. Attachment B is the amended Master Agreement (65A0041-A01) to increase the term by ten years until 2021.



The Master Agreement/Program Supplement process covers all state funding sources and programs for transit projects, including State Transportation Improvement Program, Traffic Congestion Relief Program, Proposition 1B, State Highway Account, General Fund, and Public Transportation Account. The Master Agreement contains all of the necessary legal language to cover all state-funded transit projects. Once the overall Master Agreement is approved and signed by all parties, all subsequent Program Supplements will be signed by the CEO and the local Caltrans District Office.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Nancy Dall, 619.557.4537, [nancy.dall@sdmts.com](mailto:nancy.dall@sdmts.com)

JULY14-11.6.CALTRANS MASTER FUND AGMT.RESO 11-11.NDALL

Attachments: A. Resolution No. 11-11  
B. Master Fund Transfer Agreement (64A0041 A01) } **Board Only Due to Volume**

## SAN DIEGO METROPOLITAN TRANSIT SYSTEM

## RESOLUTION NO. 11-11

Authorizing the Execution of a Master Agreement and Program Supplements  
for State-Funded Transit Projects

WHEREAS, the San Diego Metropolitan Transit System (MTS) may receive funding from the State of California now or sometime in the future for transit-related projects; and

WHEREAS, substantial revisions were made to the programming and funding process for the transportation projects programmed in the State Transportation Improvement Program, by Chapter 622 (SB 45) of the Statutes of 1997; and

WHEREAS, these statutes related to state-funded transit projects require a local or regional implementing agency to execute a cooperative agreement with the California Department of Transportation (Caltrans) before it can be reimbursed for project expenditures; and

WHEREAS, Caltrans utilizes master agreements for state-funded transit projects, along with associated program supplements, for the purpose of administering and reimbursing state transit funds to local agencies; and

WHEREAS, the MTS Board of Directors wishes to delegate authorization to execute these agreements and any amendments thereto to the Chief Executive Officer, or designated representative; NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED by the San Diego Metropolitan Transit System that it agrees to comply with all conditions and requirements set forth in this agreement and applicable statutes, regulations, and guidelines for all state-funded transit projects; and

BE IT FURTHER RESOLVED that the Chief Executive Officer or designated representative be authorized to execute all program supplements for state-funded transit projects and any amendments thereto with the California Department of Transportation, and that the designated representatives are listed below:

1. The Chief of Staff is authorized to execute all program supplements for state-funded transit projects and any amendments thereto with the California Department of Transportation; or
2. The Chief Financial Officer is authorized to execute all program supplements for state-funded transit projects and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED, by the Board of Directors this \_\_\_\_\_ day of \_\_\_\_\_ 2011 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

\_\_\_\_\_  
Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

\_\_\_\_\_  
Clerk of the Board  
San Diego Metropolitan Transit System

\_\_\_\_\_  
Office of the General Counsel  
San Diego Metropolitan Transit System



**ATTACHMENT II**

**(INSERT AGENCY BOARD RESOLUTION)**

**See Sample at**

**[http://www.dot.ca.gov/hq/MassTrans/state\\_grants.html](http://www.dot.ca.gov/hq/MassTrans/state_grants.html)**

**under Transit Forms**

# **Master Agreement State Funded Transit Projects**



## **California Department of Transportation**

DIVISION OF MASS TRANSPORTATION  
1120 N STREET, ROOM 3300  
P. O. BOX 942874, MS-39  
SACRAMENTO, CA 94274-0001  
PHONE (916) 654-8012

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF MASS TRANSPORTATION**

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**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF MASS TRANSPORTATION**

**MASTER AGREEMENT  
STATE FUNDED TRANSIT PROJECTS**

**Effective Date of this Agreement:** February 22, 2001

**Termination Date of this Agreement:** February 22, 2021

**Recipient:** San Diego Metropolitan Transit System

**APPLICABLE FUNDING SOURCES COVERED BY THIS AGREEMENT WILL BE  
IDENTIFIED IN EACH SPECIFIC PROGRAM SUPPLEMENT  
ADOPTING THE TERMS OF THIS AGREEMENT**

- ◆ General Fund
- ◆ State Highway Account
- ◆ Public Transportation Account
- ◆ Transportation Investment Fund
- ◆ Traffic Congestion Relief Fund (TCR), GC 14556.40
- ◆ Clean Air and Transportation Improvement Act of 1990 (PROP. 116) Bond Fund
- ◆ Other State Funding Sources

This AGREEMENT, entered into effective as of the date set forth above, is between the signatory public entity identified hereinabove, hereinafter referred to as **RECIPIENT**, and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter referred to as **STATE**.

**ARTICLE I - PROJECT ADMINISTRATION**

**Section 1. Program Supplement**

**A. General**

- (1) This AGREEMENT shall have no force and effect with respect to any PROJECT unless and until a separate PROJECT specific "PROGRAM SUPPLEMENT – STATE FUNDED TRANSIT PROJECT(S)," hereinafter referred to as "PROGRAM SUPPLEMENT," adopting all of the terms and conditions of this AGREEMENT has been fully executed by both **STATE** and **RECIPIENT**.
- (2) **RECIPIENT** agrees to complete each defined PROJECT, or the identified PROJECT Phase/Component thereof, described in the PROGRAM SUPPLEMENT adopting all of the terms and conditions of this AGREEMENT.

- (3) A financial commitment of actual PROJECT funds will only occur in each detailed and separate PROGRAM SUPPLEMENT. No funds are obligated by the prior execution of this AGREEMENT alone.
- (4) **RECIPIENT** further agrees, as a condition to the release and payment of the funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants and Conditions attached to or made a part of the PROGRAM SUPPLEMENT identifying and defining the nature of that specific PROJECT.
- (5) The PROGRAM SUPPLEMENT shall include: a detailed Scope of Work conforming to the included Project Description, a Project Schedule, an Overall Funding Plan, and a Project Financial Plan as required by the applicable Program Guidelines.
  - a. The Scope of Work shall include a detailed description of the PROJECT and will itemize the major tasks and their estimated costs.
  - b. The Project Schedule shall include major tasks and/or milestones and their associated beginning and ending dates and duration.
  - c. The Overall Funding Plan shall itemize the various PROJECT Components, the committed funding program(s) or source(s), and the matching funds to be provided by **RECIPIENT** and/or other funding sources, if any [these Components include Environmental and Permits; Plans, Specifications and Estimates (PS&E); Right-of-Way (ROW); and Construction (including transit vehicle acquisition)].
  - d. The Project Financial Plan shall identify estimated expenditures for each PROJECT Component by funding source.
- (6) Adoption and execution of the PROGRAM SUPPLEMENT by **RECIPIENT** and **STATE**, incorporating the terms and conditions of this AGREEMENT into the PROGRAM SUPPLEMENT as though fully set forth therein, shall be sufficient to bind **RECIPIENT** to these terms and conditions when performing the PROJECT. Unless otherwise expressly delegated to a third-party in a resolution by **RECIPIENT**'s governing body, which delegation must be expressly assented to and concurred in by **STATE**, the PROGRAM SUPPLEMENT shall be managed by **RECIPIENT**.
- (7) The estimated cost and scope of each PROJECT will be as described in the applicable PROGRAM SUPPLEMENT. **STATE** funding participation for each PROJECT is limited to those amounts actually encumbered by **STATE** as evidenced in that applicable PROGRAM SUPPLEMENT. A contract awarded by **RECIPIENT** for PROJECT work in an amount in excess of said approved estimate or the PROGRAM SUPPLEMENT funding limit may exceed any said PROGRAM SUPPLEMENT cost estimate and the limits of **STATE**'s participation provided:
  - a. **RECIPIENT** provides the necessary additional funding, or
  - b. A cost increase in **STATE**'s share of PROJECT funding is first requested by **RECIPIENT** (before the cost overrun occurs) and that increase is approved by

**STATE** in the form of an Allocation Letter comprising the encumbrance document for that increased **STATE** funding level.

- (8) State programmed fund amounts may be increased to cover **PROJECT** cost increases only if:
  - a. Such funds are available;
  - b. **STATE** concurs with that proposed increase; and
  - c. **STATE** issues an approved Allocation Letter, Fund Shift Letter, or a Time Extension Letter with additional funding as stated in an executed amendment to that **PROGRAM SUPPLEMENT**.
- (9) When additional State programmed funds are not available, **RECIPIENT** agrees that reimbursements of invoiced **PROJECT** costs paid to **RECIPIENT** will be limited to, and shall not exceed, the amounts already approved in the **PROGRAM SUPPLEMENT** containing the **STATE** approved encumbrance documents and that any increases in **PROJECT** costs above that **STATE** supported funding level must be defrayed by **RECIPIENT** with non-State funds.
- (10) For each approved **PROGRAM SUPPLEMENT**, **RECIPIENT** agrees to contribute at least the statutorily or other required local contribution of appropriate matching funds (other than State funds) if any matching funds are specified within the **PROGRAM SUPPLEMENT**, or any attachment thereto, toward the actual cost of the **PROJECT** or the amount, if any, specified in an executed SB 2800 (Streets and Highways Code section 164.53) Agreement for local match fund credit, whichever is greater. **RECIPIENT** shall contribute not less than the required match amount toward the cost of the **PROJECT** in accordance with a schedule of payments as shown in a Project Financial Plan prepared by **RECIPIENT** as part of a **PROGRAM SUPPLEMENT**.
- (11) Upon the stated expiration date of this **AGREEMENT**, any **PROGRAM SUPPLEMENTS** executed under this **AGREEMENT** for a **PROJECT** with work yet to be completed pursuant to the approved Project Schedule shall be deemed to extend the term of this **AGREEMENT** only to conform to the specific **PROJECT** termination or completion date contemplated by the applicable **PROGRAM SUPPLEMENT** to allow that uncompleted **PROJECT** to be administered under the extended terms and conditions of this **AGREEMENT**.

**B. Project Overrun**

- (1) If **RECIPIENT** and **STATE** determine, at any time during the performance of a **PROJECT**, that the **PROJECT** budget may be exceeded, **RECIPIENT** shall take the following steps:
  - a. Notify the designated **STATE** representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify

potential cost savings or other measures which **RECIPIENT** will institute to bring the Project Budget into balance; and

- b. Schedule the projected overrun for discussion at the next Quarterly Review meeting; and
- c. Identify the source of additional **RECIPIENT** or other third party funds that can be made available to complete PROJECT.

*C. Scope of Work*

- (1) **RECIPIENT** shall be responsible for complete performance of the work described in the approved PROGRAM SUPPLEMENT for the PROJECT related to the commitment of encumbered funds. All work shall be accomplished in accordance with the applicable provisions of the Public Utilities Code, the Streets and Highways Code, the Government Code, and other applicable statutes and regulations.
- (2) **RECIPIENT** acknowledges and agrees that **RECIPIENT** is the sole control and manager of each PROJECT and its subsequent employment, operation, repair and maintenance for the benefit of the public. **RECIPIENT** shall be solely responsible for complying with the funding and use restrictions established by (a) the statutes from which these funds are derived, (b) the California Transportation Commission (CTC), (c) the State Treasurer, (d) the Internal Revenue Service, (e) the applicable PROGRAM SUPPLEMENT, and (f) this AGREEMENT.

*D. Program Supplement Amendments*

PROGRAM SUPPLEMENT amendments will be required whenever there are CTC-approved changes to the cost, scope of work, or delivery schedule of a PROJECT from those specified in the original PROJECT Application and the original PROGRAM SUPPLEMENT. Those changes shall be mutually binding upon the Parties only following the execution of a PROGRAM SUPPLEMENT amendment.

**Section 2. Allowable Costs and Payments**

*A. Allowable Costs and Progress Payment Vouchers*

- (1) Not more frequently than once a month, but at least quarterly, **RECIPIENT** will prepare and submit to **STATE** (directed to the attention of the appropriate State District Transit Representative) signed Progress Payment Vouchers for actual PROJECT costs incurred and paid for by **RECIPIENT** consistent with the Scope of Work document in the PROGRAM SUPPLEMENT and **STATE** shall pay those uncontested allowable costs once the voucher is approved. If no costs were incurred during any given quarter, **RECIPIENT** is exempt from submitting a signed Progress Payment Voucher; but is still required to present a progress report at each Quarterly Review.



- (2) **STATE** shall not be required to reimburse more funds, cumulatively, per quarter of any fiscal year greater than the sums identified and included in the PROJECT Financial Plan. However, accelerated reimbursement of PROJECT funds in excess of the amounts indicated in the Project Financial Plan, cumulatively by fiscal year, may be allowed at the sole discretion of **STATE** if such funds are available for encumbrance to fulfill that need.
- (3) Each such voucher will report the total of PROJECT expenditures from all sources (including those of **RECIPIENT** and third parties) and will specify the percent of State reimbursement requested and the fund source. The voucher should also summarize State money requested by PROJECT component (environmental and permits, plans specifications, and estimates (PS&E); right of way; construction; rolling stock; or--if bond funded--private activity usage) and phase, and shall be accompanied by a report describing the overall work status and progress on PROJECT tasks. If applicable, the first voucher shall also be accompanied by a report describing any tasks specified in the PROGRAM SUPPLEMENT which were accomplished prior to the Effective Date of this AGREEMENT or the PROGRAM SUPPLEMENT with costs to be credited toward any required local contribution described in Article II, Section 1 of this Agreement (but only if expended pursuant to any applicable prior executed Agreement for Local Match Fund Credit between **RECIPIENT** and **STATE**).
- (4) An Indirect Cost Rate Proposal and/or Central Service Cost Allocation plan and related documentation approved under cognizant agency regulations are to be provided to **STATE** (Caltrans Audits & Investigations) annually for their review, and approval and filing prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for reimbursement.

**B. Advance Payments (TCR Projects Only)**

- (1) Advance reimbursements or payments by **STATE** are not allowed except in the case of TCR funded Projects, and only then when expressly authorized by the CTC.
- (2) In order to receive a CTC approved TCR payment advance, **RECIPIENT** must provide duplicate signed invoices to **STATE** requesting payment of that authorized advance.
- (3) For TCR Projects approved for advanced payment allocation by the CTC, said advance payment shall be deposited by **RECIPIENT** in an interest bearing account held by institutions with long-term credit ratings of "AA" or better from at least two nationally recognized credit rating agencies, or in instruments issued by and secured by the full faith and credit of the U.S. Government or by an agency of the U.S. Government. No TCR interest earnings may be spent on the PROJECT. Interest earned shall be recorded and documented from the time the TCR funds are first deposited in **RECIPIENT**'s account until all the approved TCR advance funds have been expended or returned to **STATE** together with all accrued interest. Interest earned shall be reported to **STATE**'s Project Coordinator on an annual basis and upon the final PROJECT

payment when interest earnings, overpayments, and unexpended advanced TCR funds shall be returned to **STATE** no later than thirty (30) days after **PROJECT** completion or termination of the **PROGRAM SUPPLEMENT**, whichever is first in time.

- (4) Advanced funds are to be expended only as indicated in the approved TCR Application. **RECIPIENT** must be able to document the expenditures/disbursement of funds advanced to only pay for actual allowable **PROJECT** costs incurred.
- (5) Except as expressly allowed hereinbelow, non-TCR funds and TCR project funds not authorized for advance payment can only be released by **STATE** as reimbursement of actual allowable **PROJECT** costs already incurred and paid for by **RECIPIENT** no earlier than the effective date of this **AGREEMENT** and not incurred beyond the **AGREEMENT/PROGRAM SUPPLEMENT** Termination Date.
- (6) Where advance payments are authorized in a **PROGRAM SUPPLEMENT**, **RECIPIENT** must report and document the expenditure/disbursement of funds advanced to pay for actual eligible **PROJECT** costs incurred, at least quarterly, using a Progress Payment Voucher to be approved by **STATE**'s District Project Administrator.

#### *C. Expedited Payments*

Should **RECIPIENT** have a valid Memorandum of Understanding (MOU) for "Expedited Payment" on file with **STATE**'s Accounting Service Center, **RECIPIENT** will, not more frequently than as authorized by that MOU, prepare and submit to **STATE** an Expedited Payment Invoice for reimbursements that are consistent with that MOU, this **AGREEMENT**, and the applicable **PROGRAM SUPPLEMENT**. Expedited Payments are subject to policies established in the Caltrans Accounting Manual. One time payments and final payments eligible for expedited pay pursuant to this Section will have ten percent (10%) of each invoice amount withheld until **PROJECT** completion and **STATE** has evaluated **RECIPIENT**'s performance and made a determination that all requirements assumed under this **AGREEMENT** and the relevant **PROGRAM SUPPLEMENT** have been satisfactorily fulfilled by **RECIPIENT**.

#### *D. Advance Expenditure of Local Funds*

Government Code section 14529.17 (AB 872) allows public agencies to expend their own funds on certain programmed projects prior to the CTC's allocation of funds, and, upon receipt of CTC approval, to then seek reimbursement for those allowable prior expenditures following execution of a **PROGRAM SUPPLEMENT** wherein **STATE** acknowledges and accepts those statutorily authorized prior expenditures as a credit towards a required **RECIPIENT** match, (if any) or as eligible **PROJECT** expenditures for reimbursement.

#### *E. Travel Reimbursement*

Payments to **RECIPIENT** for **PROJECT** related travel and subsistence expenses of **RECIPIENT** forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid rank and file State employees under current

State Department of Personnel Administration (DPA) rules. If the rates invoiced by **RECIPIENT** are in excess of those authorized DPA rates, then **RECIPIENT** is responsible for the cost difference, and any overpayments inadvertently paid by **STATE** shall be reimbursed to **STATE** by **RECIPIENT** on demand.

*F. Final Invoice*

The PROGRAM SUPPLEMENT Termination Date refers to the last date for **RECIPIENT** to incur valid PROJECT costs or credits and is the date that the PROGRAM SUPPLEMENT expires. **RECIPIENT** has one hundred and eighty (180) days after that Termination Date to make already incurred final allowable payments to PROJECT contractors or vendors, prepare the PROJECT Closeout Report, and submit the final invoice to **STATE** for reimbursement of allowable PROJECT costs before those remaining State funds are unencumbered and those funds are reverted as no longer available to pay any PROJECT costs. **RECIPIENT** expressly waives any right to allowable reimbursements from **STATE** pursuant to this AGREEMENT for costs incurred after that termination date and for costs invoiced to **RECIPIENT** for payment after that one hundred and eightieth (180<sup>th</sup>) day following the PROJECT Termination Date.

## ARTICLE II – GENERAL PROVISIONS

### Section 1. Funding

*A. Local Match Funds*

Subparagraphs “(1) and (2)” within this Section 1.A. apply only to those PROJECTS where the PROJECT funding is programmed to require a local match. (See individual Program Guidelines for specific funding requirements).

- (1) Except where specifically allowed by the applicable PROGRAM SUPPLEMENT, reimbursement of and credits for local matching funds will be made or allowed only for work performed after the Effective Date of a PROGRAM SUPPLEMENT and prior to the Termination Date unless permitted as local match PROJECT expenditures made prior to the effective date of the PROGRAM SUPPLEMENT pursuant to Government Code section 14529.17 or by an executed SB 2800 Agreement for Local Match Fund Credit.
- (2) **RECIPIENT** agrees to contribute at least the statutorily or other required local contribution of matching funds (other than State or federal funds), if any is specified within the PROGRAM SUPPLEMENT or any attachment thereto, toward the actual cost of the PROJECT or the amount, if any, specified in any executed SB 2800 (Streets and Highways Code Section 164.53) Agreement for local match fund credit, whichever is greater. **RECIPIENT** shall contribute not less than its required match amount toward the PROJECT cost in accordance with a schedule of payments as shown in the Project Financial Plan prepared by **RECIPIENT** and approved by **STATE** as part of a PROGRAM SUPPLEMENT.

### *B. Funding Contingencies*

Delivery by **STATE** of all funds encumbered to reimburse allowable **PROJECT** costs pursuant to this **AGREEMENT** is contingent upon prior budget action by the Legislature, fund allocation by the CTC or the United States Department of Transportation, and submittal by **RECIPIENT** and approval by **STATE** of all **PROJECT** documentation, including, without limitation, that required by Government Code section 14085. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, **RECIPIENT** shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the **PROGRAM SUPPLEMENT** will be amended to reflect the resultant necessary changes in **PROJECT** funding, scope, or scheduling.

### *C. Funds Movement*

**RECIPIENT** shall not make any proposed changes in any of the four **PROJECT** expenditure Components (Environmental and Permits, PS&E, Right-of-Way and Construction (including major equipment acquisitions) without prior written **STATE** approval. **STATE** will also determine whether those proposed changes are significant enough to warrant CTC review. Specific rules and guidelines regarding this process may be detailed in the applicable CTC Resolutions, including, but not limited to, numbers G-06-04 and G-06-20 or their successors.

## **Section 2. Audits and Reports**

### *A. Cost Principles*

- (1) **RECIPIENT** agrees to comply with Title 2 Code of Federal Regulations 225 (2 CFR 225) Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) **RECIPIENT** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving **PROJECT** funds as a contractor or sub-contractor under this **AGREEMENT** shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (3) Any **PROJECT** costs for which **RECIPIENT** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 225, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by **RECIPIENT** to **STATE**. Should

**RECIPIENT** fail to reimburse moneys due **STATE** within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, **STATE** is authorized to intercept and withhold future payments due **RECIPIENT** from **STATE** or any third-party source, including but not limited to, the State Treasurer, the State Controller and the CTC.

**B. Record Retention**

- (1) **RECIPIENT** agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred **PROJECT** costs and matching funds by line item for the **PROJECT**. The accounting system of **RECIPIENT**, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **RECIPIENT**, its contractors and subcontractors connected with **PROJECT** performance under this **AGREEMENT** and each **PROGRAM SUPPLEMENT** shall be maintained for a minimum of three (3) years from the date of final payment to **RECIPIENT** under a **PROGRAM SUPPLEMENT** and shall be held open to inspection, copying, and audit by representatives of **STATE**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **RECIPIENT**, its contractors, and subcontractors upon receipt of any request made by **STATE** or its agents. In conducting an audit of the costs and match credits claimed under this **AGREEMENT**, **STATE** will rely to the maximum extent possible on any prior audit of **RECIPIENT** pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by **RECIPIENT**'s external and internal auditors may be relied upon and used by **STATE** when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of **RECIPIENT**'s contracts with third parties pursuant to Government Code section 8546.7, **RECIPIENT**, **RECIPIENT**'s contractors and subcontractors and **STATE** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such **AGREEMENT** and **PROGRAM SUPPLEMENT** materials available at their respective offices at all reasonable times during the entire **PROJECT** period and for three (3) years from the date of final payment to **RECIPIENT** under any **PROGRAM SUPPLEMENT**. **STATE**, the California State Auditor, or any duly authorized representative of **STATE** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a **PROJECT** for audits, examinations, excerpts, and transactions, and **RECIPIENT** shall furnish copies thereof if requested.

- (3) **RECIPIENT**, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **STATE**, for the purpose of any investigation to ascertain compliance with this AGREEMENT.

#### C. *Quarterly Review*

- (1) Subject to the discretion of **STATE**, **RECIPIENT** and **STATE** agree to conduct, on a quarterly basis, on-site reviews of all aspects of the progress of each PROJECT. **RECIPIENT** agrees, during each quarterly progress review, to inform **STATE** regarding:
  - a. Whether the PROJECT is proceeding on schedule and within budget;
  - b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in a PROGRAM SUPPLEMENT;
  - c. Major construction accomplishments during the quarter;
  - d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;
  - e. The status of the PROJECT budget; and
  - f. The status of critical elements of PROJECT.
- (2) Quarterly reviews of **RECIPIENT** progress will include consideration of whether reported implementation activities are within the scope of the PROJECT PROGRAM SUPPLEMENT and in compliance with State laws, regulations, and administrative requirements.

### Section 3. Special Requirements

#### A. *California Transportation Commission (CTC) Resolutions*

- (1) **RECIPIENT** shall adhere to applicable CTC policies on "Timely Use of Funds" as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of TCR funds; and Resolution G-06-20, adopted December 13, 2006, to provide guidance for the use of Proposition 116 and STIP funds. These resolutions, and/or successor resolutions in place at the time a PROGRAM SUPPLEMENT is executed, shall be applicable to all Prop 116, STIP and TCR funds, respectively.
- (2) **RECIPIENT** shall be bound to the terms and conditions of this AGREEMENT; the PROJECT application contained in the PROGRAM SUPPLEMENT (as applicable); and CTC Resolutions G-06-04, G-06-20 and/or their respective successors in place at the time the PROGRAM SUPPLEMENT is signed (as applicable) and all restrictions, rights, duties and obligations established therein on behalf of **STATE** and CTC shall accrue to the benefit of the CTC and shall thereafter be subject to any necessary

enforcement action by CTC or **STATE**. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the PROGRAM SUPPLEMENT is signed (if applicable) shall also be considered to be binding provisions of this AGREEMENT.

- (3) **RECIPIENT** shall conform to any and all permit and mitigation duties associated with PROJECT as well as all environmental obligations established in CTC Resolution G-91-2 and/or its successors in place at the time a PROGRAM SUPPLEMENT is signed, as applicable, at the expense of **RECIPIENT** and/or the responsible party and without any further financial contributions or obligations on the part of **STATE** unless a separate PROGRAM SUPPLEMENT expressly provides funding for the specific purpose of hazardous materials remediation.

**B. *RECIPIENT Resolution***

- (1) **RECIPIENT** has executed this AGREEMENT pursuant to the authorizing **RECIPIENT** resolution, attached as Attachment II to this AGREEMENT, which empowers **RECIPIENT** to enter into this AGREEMENT and which may also empower **RECIPIENT** to enter into all subsequent PROGRAM SUPPLEMENTS adopting the provisions of this AGREEMENT.
- (2) If **RECIPIENT** or **STATE** determines that a separate Resolution is needed for each PROGRAM SUPPLEMENT, **RECIPIENT** will provide information as to who the authorized designee is to act on behalf of the **RECIPIENT** to bind **RECIPIENT** with regard to the terms and conditions of any said PROGRAM SUPPLEMENT or amendment and will provide a copy of that additional Resolution to **STATE** with the PROGRAM SUPPLEMENT or any amendment to that document.

**C. *Termination***

- (1) **STATE** reserves the right to terminate funding for any PROGRAM SUPPLEMENT upon written notice to **RECIPIENT** in the event that **RECIPIENT** fails to proceed with PROJECT work in accordance with the PROGRAM SUPPLEMENT, the bonding requirements, if applicable, or otherwise violates the conditions of this AGREEMENT and/or the PROGRAM SUPPLEMENT or the funding allocation such that substantial performance is significantly endangered.
- (2) No such termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, **RECIPIENT** either cures the default involved or, if not reasonably susceptible of cure within said thirty (30)-day period, **RECIPIENT** proceeds thereafter to complete the cure in a manner and time line acceptable to **STATE**. Any such termination shall be accomplished by delivery to **RECIPIENT** of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the

period before the effective termination date, **RECIPIENT** and **STATE** shall meet to attempt to resolve any dispute.

- (3) Following a fund encumbrance made pursuant to a PROGRAM SUPPLEMENT, if **RECIPIENT** fails to expend TCR/GENERAL FUND monies by June 30 of any applicable Fiscal Year that those funds would revert, those funds will be deemed withdrawn and will no longer be available to reimburse PROJECT work unless those funds are specifically made available beyond the end of that Fiscal Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to **RECIPIENT** by **STATE**.
- (4) In the event **STATE** terminates a PROGRAM SUPPLEMENT for convenience and not for a default on the part of **RECIPIENT** as is contemplated in C (1) and (2) above of this Section 3, **RECIPIENT** shall be reimbursed its authorized costs up to **STATE**'s proportionate and maximum share of allowable PROJECT costs incurred to the date of **RECIPIENT**'s receipt of that notice of termination, including any unavoidable costs reasonably and necessarily incurred up to and following that termination date by **RECIPIENT** to effect such termination following receipt of that termination notice.

*D. Third Party Contracting*

- (1) **RECIPIENT** shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of **STATE**. Contracts awarded by **RECIPIENT**, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.
- (2) Any subcontract entered into by **RECIPIENT** as a result of this AGREEMENT shall contain the provisions of ARTICLE II – GENERAL PROVISIONS, Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.
- (3) To be eligible for local match credit, **RECIPIENT** must ensure that local match funds used for the PROJECT meet the General Provisions requirements outlined in this ARTICLE II in the same manner as required of all other PROJECT expenditures.
- (4) In addition to the above, the preaward requirements of third party contractor/consultants with local transit agencies should be consistent with Local Program Procedures (LPP-00-05).



E. *Change in Funds and Terms/Amendments*

This AGREEMENT and the resultant PROGRAM SUPPLEMENTS may be modified, altered, or revised only with the joint written consent of **RECIPIENT** and **STATE**.

F. *Project Ownership*

- (1) Unless expressly provided to the contrary in a PROGRAM SUPPLEMENT, subject to the terms and provisions of this AGREEMENT, **RECIPIENT**, or a designated subrecipient acceptable to **STATE**, as applicable, shall be the sole owner of all improvements and property included in the PROJECT constructed, installed or acquired by **RECIPIENT** or subrecipient with funding provided to **RECIPIENT** under this AGREEMENT. **RECIPIENT**, or subrecipient, as applicable, is obligated to continue operation and maintenance of the physical aspects of the PROJECT dedicated to the public transportation purposes for which PROJECT was initially approved unless **RECIPIENT**, or subrecipient, as applicable, ceases ownership of such PROJECT property; ceases to utilize the PROJECT property for the intended public transportation purposes; or sells or transfers title to or control over PROJECT and **STATE** is refunded the Credits due **STATE** as provided in paragraph (4) herein below.
- (2) Should State bond funds be encumbered to fund any part of a PROJECT under this AGREEMENT, then, at **STATE**'s option, before **RECIPIENT** will be permitted to make any proposed change in use, **RECIPIENT** shall be required to first obtain a determination by Bond Counsel acceptable to the State Treasurer's Office and **STATE** that a change in the operation, proportion, or scope of PROJECT as originally proposed by **RECIPIENT** will not adversely affect the tax exempt status of those bonds.
- (3) PROJECT right-of-way, PROJECT facilities constructed or reconstructed on a PROJECT site and/or PROJECT property (including vehicles and vessels) purchased by **RECIPIENT** (excluding temporary construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this AGREEMENT) shall remain permanently dedicated to the described public transit use in the same proportion and scope, and to the same extent as mandated in the PROGRAM SUPPLEMENT and related Bond Fund Certification documents, if applicable, unless **STATE** agrees otherwise in writing. Vehicles acquired as part of PROJECT, including, but not limited to, buses, vans, rail passenger equipment and ferry vessels, shall be dedicated to that public transportation use for their full economic life cycle, which, for the purpose of this AGREEMENT, will be determined in accordance with standard national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements.
- (4) (a) Except as otherwise set forth in this Section 4, **STATE**, or any other **STATE**-assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit (collectively the Credit), at **STATE**'s sole option, equivalent to the proportionate PROJECT funding participation received by **RECIPIENT** from

**STATE** if **RECIPIENT**, or a sub-recipient, as applicable, (i) ceases to utilize **PROJECT** for the original intended public transportation purposes or (ii) sells or transfers title to or control over **PROJECT**. If federal funds (meaning only those federal funds received directly by **RECIPIENT** and not federal funds derived through or from the State) have contributed to the **PROJECT**, **RECIPIENT** shall notify both **STATE** and the original federal source of those funds of the disposition of the **PROJECT** assets or the intended use of those sale or transfer receipts.

- (b) **STATE** shall also be entitled to an acquisition Credit for any future purchase or condemnation of all or portions of **PROJECT** by **STATE** or a designated representative or agent of **STATE**.
- (c) The Credit due **STATE** will be determined by the ratio of **STATE**'s funding when measured against the **RECIPIENT**'s funding participation (the Ratio). For purposes of this Section 4, the State's funding participation includes federal funds derived through or from **STATE**. That Ratio is to be applied to the then present fair market value of **PROJECT** property acquired or constructed as provided in (d) and (e) below.
- (d) For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied to the then present fair market value, as determined by **STATE**, of the **PROJECT** property acquired or improved under this AGREEMENT.
- (e) Such Credit due **STATE** as a refund shall not be required if **RECIPIENT** dedicates the proceeds of such sale or transfer exclusively to a new or replacement **STATE** approved public transit purpose, which replacement facility or vehicles will then also be subject to the identical use restrictions for that new public purpose and the Credit ratio due **STATE** should that replacement project or those replacement vehicles cease to be used for that intended described pre-approved public transit purpose.
  - (1) In determining the present fair market value of property for purposes of calculating **STATE**'s Credit under this AGREEMENT, any real property portions of a **PROJECT** site contributed by **RECIPIENT** shall not be included. In determining **STATE**'s proportionate funding participation, **STATE**'s contributions to third parties (other than **RECIPIENT**) shall be included if those contributions are incorporated into the **PROJECT**.
  - (2) Once **STATE** has received the Credit as provided for above because **RECIPIENT**, or a sub-recipient, as applicable, has (a) ceased to utilize the **PROJECT** for the described intended public transportation purpose(s) for which **STATE** funding was provided and **STATE** has not consented to that cessation of services or (b) sold or transferred title to or control over **PROJECT** to another

party (absent **STATE** approval for the continued transit operation of the **PROJECT** by that successor party under an assignment of **RECIPIENT**'s duties and obligations), neither **RECIPIENT**, subrecipient, nor any party to whom **RECIPIENT** or subrecipient, as applicable, has transferred said title or control shall have any further obligation under this **AGREEMENT** to continue operation of **PROJECT** and/or **PROJECT** facilities for those described public transportation purposes, but may then use **PROJECT** and/or any of its facilities for any lawful purpose.

- (3) To the extent that **RECIPIENT** operates and maintains Intermodal Transfer Stations as any integral part of **PROJECT**, **RECIPIENT** shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness (Public Utilities Code section 99317.8). Upon request of **STATE**, **RECIPIENT** shall also authorize State-funded bus services to use those stations and appurtenances without any charge to **STATE** or the bus operator. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).
- (4) Special conditions apply to any proposed sale or transfer or change of use as respects **PROJECT** property, facilities or equipment acquired with tax free State bond funds and **RECIPIENT** shall conform to those restrictions as set forth herein and in said bonds.

#### *G. Disputes*

**STATE** and **RECIPIENT** shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, **RECIPIENT** shall submit to the **STATE**'s District Contract Manager or designee a written demand for a decision regarding the disposition of any dispute arising under this agreement. The District Contract Manager shall make a written decision regarding the dispute and will provide it to the fund **RECIPIENT**. The fund **RECIPIENT** shall have an opportunity to challenge the District Contract Manager's determination but must make that challenge in writing within ten (10) working days to the Mass Transportation Program Manager or his/her designee. [If the fund **RECIPIENT** challenge is not made within the ten (10) day period, the District Contract Manager's decision shall become the final decision of the **STATE**.] **STATE** and **RECIPIENT** shall submit written, factual information and supporting data in support their respective positions. The decision of the Mass Transportation Program Manager or his/her designee shall be final, conclusive and binding regarding the dispute, unless **RECIPIENT** commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

#### *H. Hold Harmless and Indemnification*

- (1) Neither **STATE** nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by **RECIPIENT**, its agents and contractors under or in connection with any work, authority, or jurisdiction delegated to **RECIPIENT** under this AGREEMENT or any PROGRAM SUPPLEMENT or as respects environmental clean up obligations or duties of **RECIPIENT** relative to PROJECT. It is also understood and agreed that, **RECIPIENT** shall fully defend, indemnify and hold the CTC and **STATE** and their officers and employees harmless from any liability imposed for injury and damages or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by **RECIPIENT** under or in connection with any work, authority, or jurisdiction delegated to **RECIPIENT** under this AGREEMENT and all PROGRAM SUPPLEMENTS.
- (2) **RECIPIENT** shall indemnify, defend and hold harmless **STATE**, the CTC and the State Treasurer relative to any misuse by **RECIPIENT** of State funds, PROJECT property, PROJECT generated income or other fiscal acts or omissions of **RECIPIENT**.

*I. Labor Code Compliance*

**RECIPIENT** shall include in all subcontracts awarded using PROJECT funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the **RECIPIENT**.

*J. Non-Discrimination*

- (1) In the performance of work under this AGREEMENT, **RECIPIENT**, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, family and medical care leave, pregnancy leave, and disability leave. **RECIPIENT**, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **RECIPIENT**, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of **RECIPIENT**'s contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

- (2) Should federal funds be constituted as part of PROJECT funding or compensation received by **RECIPIENT** under a separate Contract during the performance of this AGREEMENT, **RECIPIENT** shall comply with this AGREEMENT and with all federal mandated contract provisions as set forth in that applicable federal funding agreement.
- (3) **RECIPIENT** shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

*K. State Fire Marshal Building Standards Code*

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any State-owned or State-occupied buildings per section 13108 of the Health and Safety Code. When applicable, **RECIPIENT** shall request that the State Fire Marshal review PROJECT PS&E to ensure PROJECT consistency with State fire protection standards.

*L. Americans with Disabilities Act*

By signing this Master Agreement, **RECIPIENT** assures **STATE** that **RECIPIENT** shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

*M. Access for Persons with Disabilities*

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. **RECIPIENT** will award no construction contract unless **RECIPIENT**'s plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

*N. Disabled Veterans Program Requirements*

- (1) Should Military and Veterans Code sections 999 et seq. be applicable to **RECIPIENT**, **RECIPIENT** will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or **RECIPIENT**'s applicable higher goals) in the award of every contract for PROJECT work to be performed under this AGREEMENT.
- (2) **RECIPIENT** shall have the sole duty and authority under this AGREEMENT and each PROGRAM SUPPLEMENT to determine whether these referenced code sections are applicable to **RECIPIENT** and, if so, whether good faith efforts asserted by those contractors of **RECIPIENT** were sufficient as outlined in Military and Veterans Code sections 999 et seq.

*O. Environmental Process*

Completion of the PROJECT environmental process ("clearance") by **RECIPIENT** (and/or **STATE** if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting PROJECT funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expenditures of funds for any PROJECT effort, except for feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied with all appropriate documentation of compliance with or exemption from the California Environmental Quality Act (CEQA) (including, if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under California Public Resources Code section 21080(b) (10), (11), and (12) provides an exemption for a passenger rail project that institutes or increases passenger or commuter services on rail or highway rights-of-way already in use.

**ARTICLE III – SPECIAL PROVISIONS**

**Section 1. Bond Provisions** (Applicable only to State Bond Funding encumbered against a specific Program Supplement).

*A. General Bond Provisions*

- (1) If **RECIPIENT** enters into a management contract with a private party (including AMTRAK) for operation of rail, ferry or other transportation services in connection with PROJECT, **RECIPIENT** will obtain prior approval from Bond Counsel acceptable to **STATE** that the terms of that management contract meet the requirements of Internal Revenue Service Revenue Procedure 97-13 (as supplemented or amended) or any successor thereto (dealing generally with guidelines for when management contracts may be deemed not to create a "private use" of bond-financed property) or are otherwise acceptable. **RECIPIENT** must also be prepared to certify, upon request of **STATE**, that the revenues which **RECIPIENT** (or its manager) will receive directly from the operation of transportation services in connection with PROJECT (but not including any subsidy of the transportation operation from taxes or other outside fund sources) are, for any fiscal year, less than the ordinary and necessary expenses directly attributable to the operation and maintenance of the transportation system (excluding any overhead or administrative costs of **RECIPIENT**).
- (2) Except as provided in this Article III, A (1), **STATE** and **RECIPIENT** agree that any costs of PROJECT acquired or constructed by **RECIPIENT** allocable to portions of PROJECT which are subject to any property interests held by a non-governmental person(s) in connection with business activities, such as easements, leases, or fee interests, not generally enjoyed by the public (hereinafter referred to as "Non-Governmentally Used Property" or "NUP") shall require the prior approval of **STATE** and the State Treasurer, as applicable. If **RECIPIENT** receives any revenues or profits

from any NUP activities allowed pursuant to this Article (whether approved at this time or hereafter approved by **STATE**), **RECIPIENT** agrees that such revenues or profits shall be used exclusively for the public transportation services for which **PROJECT** was initially approved, either for capital improvements or operating costs. If **RECIPIENT** does not so dedicate those revenues or profits, a proportionate share shall (unless disapproved by Bond Counsel) be paid to **STATE** equivalent to the Ratio of **STATE**'s percentage of participation in **PROJECT**.

- (3) Notwithstanding the foregoing, **RECIPIENT** may be authorized to receive an allocation of bond proceeds for NUP activity, in an amount not to exceed the amount specified in the **PROGRAM SUPPLEMENT**, if **RECIPIENT** submits a certified bond certification questionnaire to the **STATE**, and both the **STATE** and the State Treasurer approve the private activities contained therein.
- (4) **RECIPIENT** shall not loan any portion of bond proceeds funding **PROJECT** to any private (including nonprofit) person or business. For this purpose, a "loan" includes any arrangement that is the economic equivalent of a loan, regardless of how it is named.
- (5) Delivery by **STATE** of any bond funds is contingent on the sale of bonds by the State Treasurer. **STATE** shall not be held liable for any resulting damage or penalty to **RECIPIENT** in the event bond sales are delayed, canceled, or downsized or other **AGREEMENT** funds are restricted, limited or otherwise conditioned by acts of Congress, the Internal Revenue Service, the United States Department of Transportation, the Legislature, or the CTC.
- (6) **RECIPIENT** shall, for the purposes of any State bond funded right of way acquisition which will become a permanent part of **PROJECT** (such acquisitions exclude temporary construction easements, property allocated to matching funds, and excess property purchased with State funds whose resale proceeds are returned or credited to **STATE**), maintain ownership of such **PROJECT** property for a minimum of twenty years or until the bonds have matured, whichever occurs first, before transferring or selling such property (subject to all refunds or Credits due **STATE** as provided hereinabove).
- (7) Where **RECIPIENT**'s **PROJECT** includes a commuter rail **PROJECT** within the meaning of Proposition 116, **RECIPIENT** shall coordinate and share with other public transit operators any rail rights-of-way, common maintenance services and station facilities used for intercity and commuter rail. Intercity and commuter rail services shall be coordinated with each other, with other providers and with freight traffic to provide integrated rail passenger and freight services with minimal conflict.
- (8) **RECIPIENT** agrees that all passenger vehicles, rail, and water borne ferry equipment, and all facilities acquired or constructed with Proposition 116 bond funds shall be accessible to persons with physical disabilities, including wheelchair users, at all stops, stations and terminals, whether or not staffed.

- (9) NUP shall, for accounting and bookkeeping purposes, first be allocated to funding sources other than the State bond funds. For purposes of making such allocations, the costs attributable to NUP involving a sale, easement, lease or similar arrangement shall be determined on the basis of a fair allocation of value, which may include determinations based upon square meters/feet of the area encumbered by the NUP lease or easement relative to the total area acquired or constructed if all such area is of approximately equal value.
- (10) NUP will include, but is not limited to, property which is sold (including sales of air and subsurface rights), and property subject to easements, leases or similar rights. A rail right of way will not be treated as NUP solely as a result of a Freight Use Easement retained by the seller of the right of way to **RECIPIENT**, provided that the sales agreement appropriately excludes the Freight Use Easement from the property or rights being acquired. Further, notwithstanding anything in this Article III to the contrary, **RECIPIENT** may allocate grant funds to the cost of any NUP if (a) neither **RECIPIENT** nor any other governmental entity will receive, directly or indirectly, any payments from or on behalf of the non-governmental user of the NUP, or (b) the payment from such user does not exceed the operation and maintenance costs fairly attributable or allocable to the non-governmental use of the NUP.
- (11) **RECIPIENT** shall request, in writing, **STATE**'s advance approval if **PROJECT** funds are to be allocated to any NUP except "incidental use" property described below. If property, the costs of which have previously been allocated to **PROJECT** funds, is to become NUP before the State bond funds are fully paid or redeemed, then **RECIPIENT** may allocate the costs of such property to another funding source as provided or obtain **STATE**'s approval that the allocation of the costs of such property to the bond funds may remain. It is anticipated that **STATE**'s approval will be granted if, taking into account the existing and expected uses of the proceeds of the State bonds, **STATE** determines that the continued tax-exempt status of the State bonds will not be adversely affected and that the use of the property is consistent with **PROJECT** and its described purpose.
- (12) For purposes of these fund source allocations, **RECIPIENT** does not have to consider NUP as including those "incidental uses" of **PROJECT** (for example, advertising billboards, vending machines, telephones, etc.) which meet the applicable requirements of federal tax regulations (IRS Notice 87-69 or any successor thereto). In general, such Notice requires that the incidental use not be physically separated from the rest of **PROJECT** and not comprise, in the aggregate, more than 2-1/2% of the total costs of **PROJECT**.

## Section 2. TCRP PROJECTS

The TRAFFIC CONGESTION RELIEF (TCR) ACT OF 2000 (the "ACT"), was added (in Chapter 4.5, commencing with section 14556) to part 5.3 of Division 3 of Title 2 of the Government Code by AB 2928 and SB 406, as amended by SB 1662 and AB 1705. As directed



by the ACT and the CTC established Guidelines (as set out in CTC Resolution G-06-04), and as those Guidelines may be amended prior to the execution of a future PROGRAM SUPPLEMENT, said Guidelines shall apply to each TCRP funded PROJECT. By this reference, those Guidelines are made an express part of this AGREEMENT and shall apply to each TCRP funded PROJECT. **RECIPIENT** will cause its specific TCRP mandated Resolution to be attached as part of any TCRP funded PROGRAM SUPPLEMENT as a condition precedent to the acceptance of TCR ACT funds for that PROJECT.

### **Section 3. PROJECT MANAGEMENT**

- (1) **STATE's** PROJECT administrator for this AGREEMENT shall be the chief of the State Transit Grants Branch of the Division of Mass Transportation. **RECIPIENT's** General Manager, Executive Director or a Designee as named in writing to **STATE** following execution of this AGREEMENT shall be the administrator acting for **RECIPIENT**.
- (2) PROGRAM SUPPLEMENT administrators for **STATE** shall be the applicable District Division Chief for Planning and for **RECIPIENT**, the designee named in the applicable PROGRAM SUPPLEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by their duly authorized officers.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF MASS TRANSPORTATION**

**SAN DIEGO METROPOLITAN  
TRANSIT SYSTEM**

BY: \_\_\_\_\_  
EZEQUIEL CASTRO, Chief (Interim)  
State Transit Grants Branch

BY: \_\_\_\_\_  
PAUL JABLONSKI  
Chief Executive Officer

APPROVED AS TO FORM AND PROCEDURE

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
TODD VAN SANTEN  
Attorney

**ATTACHMENT I**

**CTC RESOLUTION G-91-2**

Passed by the CTC on February 21, 1991

**CALIFORNIA TRANSPORTATION COMMISSION  
RESOLUTION G-91-2  
Commission Policy Resolution for Hazardous Waste Identification  
and Cleanup for Rail Right-of-Way**

WHEREAS, the Commission has programmed funding for rail right-of-way acquisition in the 1990 State Transportation Improvement Program and may allocate funds for rail right-of-way acquisition from the Clean Air and Transportation Improvement Act; and

WHEREAS, hazardous wastes, based upon federal and state statutes and regulations, include but are not limited to such categories as heavy metals; (e.g., lead), inorganic (e.g., excessive mineral levels) and organic compounds (e.g., petroleum products), and can occur on a property's surface and subsurface; and

WHEREAS, rail properties often have hazardous wastes exceeding State of California and federal hazardous waste standards; and

WHEREAS, such properties contaminated with hazardous wastes require mitigation prior to using them for rail purposes; and

WHEREAS, hazardous wastes discovered on rail property may significantly impact property value, project scheduling and future liability for the grant applicant; and

WHEREAS, the Commission must be assured that acquisition of rail properties have been fully reviewed by the grant applicant, and if warranted, the grant applicant has tested for hazardous wastes; and

WHEREAS, if hazardous wastes exist, the Commission must be assured that the hazardous wastes identified has either been cleaned up, or financial responsibility for the cleanup has been determined prior to title transfer to the grant applicant, or easement has been secured in lieu of purchasing the property, and the subsurface rights and liability for hazardous wastes remain with the property seller; and

WHEREAS, hazardous wastes identified subsequent to title transfer to the grant applicant will be cleaned up by the seller or a mechanism to recover clean-up-costs is established and executed as a condition prior to title transfer; and

WHEREAS, full due diligence is necessary in discovering hazardous waste and is an essential element in acquiring rail right-of-way properties by the grant applicant; and

NOW THEREFORE BE IT RESOLVED, that acquisition of all rail right-of-way properties will be fully investigated by the grant applicant to determine the absence/presence of hazardous wastes. Investigations shall be conducted in accordance to the standards and practices of the local, state and/or federal regulatory agencies having jurisdiction and by personnel adequately trained in hazardous waste investigation; and

-2-

BE IT FURTHER RESOLVED, that all properties, discovered with hazardous wastes, which exceed the federal/state standards, will be cleaned up to the satisfaction of the responsible local, state and/or federal regulatory agency. The appropriate regulatory agency shall certify to grant applicant that the cleanup has been completed; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution to the Commission that all reasonable steps have been completed to assure full due diligence in the discovery of hazardous waste has been achieved during the acquisition of rail right-of-way and the state is held harmless from cleanup liability or damages, both present and future; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution that it will not seek further state funding, for cleanup, damages, or liability cost associated with hazardous wastes on or below acquired property's surface; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission:

- that all rail right-of-way acquisition properties have been investigated and have been found clean;
- or that the cleanup of discovered hazardous waste has been completed prior to acquisition of the property;
- or that the grant applicant has obtained permanent easement and the subsurface rights and liability and full responsibility to pay for and remove such hazardous waste remains with the seller in conformance with applicable State and Federal law;
- or if hazardous wastes are known to exist prior to acquisition and if the applicant determines that time is of the essence for acquisition, then and in that event, an enforceable agreement will be entered into requiring the responsible party(ies) to clean all hazardous wastes by a date certain, with the option of funds sufficient for the clean-up costs deposited in escrow by the seller.

In the event of failure to clean up by the date determined, the recipient of the grant will make full restitution to the **STATE** for its participation. This resolve does not preclude the recipient from requesting re-allocation not to exceed the refunded amount after the hazardous waste(s) have been fully removed from the subject site; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission that the seller from whom properties have been acquired retain liability for any hazardous waste investigation and/or cleanup, and damages discovered subsequent to the transfer of title; and

BE IT FURTHER RESOLVED, the Commission declares all future liability resulting from hazardous wastes remain with the seller or the grant applicant, not the state, and the grant applicant has been indemnified by the seller for any costs resulting from failure to eliminate hazardous wastes; and

BE IT FURTHER RESOLVED, no state funds will be made available for any future costs associated with cleanup; damages, or liability costs associated with hazardous wastes on or below the acquired property's surface.



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

## 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.

July 14, 2011

**SUBJECT:**

CUYAMACA/GILLESPIE FIELD AIRPLANE DAMAGE REPAIRS

**RECOMMENDATION:**

That the Board of Directors authorize the CEO to reimburse the San Diego Association of Governments (SANDAG) for invoices related to Cuyamaca/Gillespie Field airplane damage repairs.

Budget Impact

MTS is processing a claim with the airplane owner's insurance company and expects to be fully reimbursed for all repair costs. Therefore, no long-term budget impact is expected.

**DISCUSSION:**

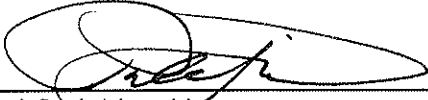
On June 2, 2010, a private airplane crashed near Gillespie Field, resulting in significant damage to MTS trolley tracks, catenary poles and wires, and signals. SANDAG has taken the lead on the repairs, which are estimated to cost \$530,645.55. The MTS Claims Department is processing a claim with the airplane owner's insurance company and expects a full recovery for all repair costs.

SANDAG is procuring all goods, services and construction work necessary to complete the repairs according to its procurement standards. Certain repairs required significant lead time to order the railroad signals and other specialized devices.

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

This action requests that the Board authorize the CEO to pay invoices from SANDAG related to these repairs upon receipt.



---

Paul C. Jablonski  
Chief Executive Officer

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

JULY14-11.7.AIRPLANE DAMAGE REPAIRS.KLANDERS

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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.

July 14, 2011

SUBJECT:

INVESTMENT REPORT – MAY 2011

RECOMMENDATION:

That the Board of Directors receive a report for information.

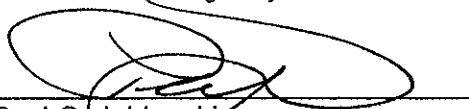
Budget Impact

None.

DISCUSSION:

Attachment A comprises a report of MTS investments as of May 2011. The combined total of all investments has decreased by \$2.2 million in the current month largely due to \$2.9 million in expenditures for capital projects and normal variances in the timing of receipts and disbursements, which was partially offset by the receipt of additional restricted Proposition 1B Transit Security Grant Program funds. The first column provides details about investments restricted for capital improvement projects and debt service—the majority of which are related to the 1995 lease and leaseback transactions. The funds restricted for debt service are structured investments with fixed returns that will not vary with market fluctuations if held to maturity. These investments are held in trust and will not be liquidated in advance of the scheduled maturities. The second column, unrestricted investments, reports the working capital for MTS operations allowing for employee payroll and vendors' goods and services.

During May, \$5 million was transferred from the short-term investment account at Local Agency Investment Fund to fund operating expenses.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Tom Lynch, 619.557.4538, [tom.lynch@sdmts.com](mailto:tom.lynch@sdmts.com)

Attachment: A. Investment Report for March 2011



**San Diego Metropolitan Transit System  
Investment Report  
May 31, 2011**

	<u>Restricted</u>	<u>Unrestricted</u>	<u>Total</u>	<b>Average rate of return</b>
Cash and Cash Equivalents				
Bank of America - concentration sweep account	\$ 5,291,772	\$ 13,618,126	\$ 18,909,898	0.00%
Total Cash and Cash Equivalents	<u>5,291,772</u>	<u>13,618,126</u>	<u>18,909,898</u>	
Cash - Restricted for Capital Support				
US Bank - retention trust account	1,913,299		1,913,299	N/A *
Local Agency Investment Fund (LAIF) Proposition 1B TSGP grant funds	6,082,995		6,082,995	0.41%
Total Cash - Restricted for Capital Support	<u>7,996,294</u>	<u>-</u>	<u>7,996,294</u>	
Investments - Working Capital				
Local Agency Investment Fund (LAIF) San Diego County Investment Pool		3,435,218 10,671,869	3,435,218 10,671,869	0.41%
Total Investments - Working Capital	<u>-</u>	<u>14,107,087</u>	<u>14,107,087</u>	
Investments - Restricted for Debt Service				
US Bank - Treasury Strips - market value (Par value \$39,474,000)	37,442,701	-	37,442,701	
Rabobank - Payment Undertaking Agreement	83,556,240	-	83,556,240	7.69%
Total Investments Restricted for Debt Service	<u>120,998,941</u>	<u>-</u>	<u>120,998,941</u>	
Total cash and investments	<u>\$ 134,287,007</u>	<u>\$ 27,725,213</u>	<u>\$ 162,012,220</u>	

N/A\* - Per trust agreements, interest earned on retention account is allocated to trust beneficiary (contractor)



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## 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.

July 14, 2011

### SUBJECT:

SANDAG FY 2012 BUDGET AMENDMENT - LIGHT RAIL VEHICLE (LRV) CAR WASH  
REPLACEMENT AND SUBSTATION SCADA DESIGN

### RECOMMENDATION:

That the Board of Directors authorize the San Diego Association of Governments (SANDAG) to amend its FY 2012 Capital Improvement Program (CIP) budget and transfer \$200,000 from CIP 1144000 (Substation SCADA Design) to CIP 1128600 (LRV Car Wash Replacement).

#### Budget Impact

No change to the overall CIP amount. \$200,000 would be added to the LRV Car Wash Replacement Project (CIP 1128600) from the Substation SCADA Project (CIP 1144000) in SANDAG's CIP budget.

### DISCUSSION:

SANDAG is constructing improvements to the LRV car wash facility, and additional funding is required to install higher-capacity electrical infrastructure, upgrade wash components to stainless steel, increase the cyclonic filter capacity for the reclaimed water system, and reinforce a new masonry wall. SANDAG is seeking approval from the MTS Board of Directors to transfer \$200,000 from CIP 1144000 (Substation SCADA Design) to CIP 1128600 (LRV Car Wash Replacement). The current budget CIP 1128600 is \$1,070,000. With the proposed changes, the new budget for CIP 1128600 would be \$1,270,000.





The existing LRV car wash equipment located in the Trolley Yard is beyond its useful life. Brushes, pumps, filters, and tanks would be replaced with new equipment. A drying system would be added as the current system does not include a system to dry the vehicles. Components to collect, filter, and recycle wash water would be removed and replaced. A concrete slab, masonry wall, and roof structure would be constructed to shelter the new equipment from exposure to water and sunlight. The existing fiberglass panels on the splash guard have been removed and replaced with new polycarbonate panels.

The following construction issues related to a design error, a design omission, and changes to the scope of the work have added to the cost of the project.

1. The proposed wash equipment will require a 400-amp electrical service due to the additional electric demand for the drying system. The existing electrical service is a 200-amp service, and the electric meter pedestal is located approximately 350 feet from the wash facility. A new 400-amp meter pedestal will be required, and the existing electrical wires from the meter to the wash facility will be removed and replaced with larger copper wires. This work was not included in the scope of the construction contract. The design consultant will be held financially responsible for increases in project costs due to construction delays and additional design work caused by this design omission. The estimated cost to install the new electrical service is \$65,000. This cost includes \$5,000 for administrative costs, \$5,000 for construction management costs, and \$5,000 for contingencies.
2. After consultations between SANDAG and MTS wash operation staffs, it was decided that wash equipment that is exposed to the wash water (such as brush mechanisms and pump assemblies) should be upgraded to stainless steel for increased durability. It was also decided that 2 additional cyclonic filters are necessary to properly clean the recycled water. The original design called for replacing the 2 existing filters only. The estimated cost of these wash upgrades is \$70,000 including administration, construction management, and contingencies.
3. An error in the construction drawings has compromised the strength of the proposed masonry wall. The wall has been constructed, and the design consultant is working on a proposal to strengthen the wall in place. The design consultant will be held financially responsible for increases in project costs for all rework and due to construction delays and additional design work caused by this design omission. The estimated cost to reinforce the wall is \$65,000. This cost includes \$5,000 for administrative costs, \$5,000 for construction management costs, and \$5,000 for contingencies.

Based on the current project schedule, the Substation SCADA Design Project will not be in need of the \$200,000 in the 2012 fiscal year. MTS may need to replace a portion of the funding in future fiscal years. Funding for all costs associated with design errors and omissions (including added cost of construction management and administration) would be returned to the Substation SCADA Design Project upon the receipt of the funds from the design consultant.



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Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Russ Desai, 619.595.4908, [rushikesh.desai@sdmts.com](mailto:rushikesh.desai@sdmts.com)



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San Diego, CA 92101-7490  
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## Agenda

Item No. 25

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

LEG 461

July 14, 2011

### SUBJECT:

PUBLIC HEARING REGARDING EQUIVALENT FACILITATION FOR MODIFICATION  
OF DETECTABLE-WARNING TACTILE STRIP TO ACCOMMODATE BRIDGE PLATE  
ON LOW-FLOOR VEHICLES (WAYNE TERRY AND JOHN HAGGERTY OF SANDAG)

### RECOMMENDATION:

That the Board of Directors:

1. receive public testimony;
2. adopt Resolution No. 11-12 (Attachment A) approving the proposed design for the modified detectable-warning edge on all MTS light rail station platforms; and
3. authorize staff to submit a Request for Equivalent Facilitation to the Federal Transit Administration (FTA).

#### Budget Impact

None at this time. The design for an Americans with Disabilities Act- (ADA)-compliant station platform is included in the light rail rehabilitation program budget.

### DISCUSSION:

#### Background

The Metropolitan Transit System (MTS) and the San Diego Association of Governments (SANDAG) are implementing the largest transit program in San Diego's history—the \$454 million Low-Floor Vehicle and Blue and Orange Line Rehabilitation Program. The

first phase of the Program is the \$237 million purchase of 57 low-floor vehicles (82 feet in length) from Siemens Transportation Systems Inc. (the contract for which was approved by the MTS Board on September 24, 2009). The 57 new vehicles will replace older light rail vehicles in operation on the MTS lines—many of which have been in service for more than 25 years. The vehicles will be manufactured in Sacramento and will be delivered over a two-year period beginning in July of 2011.

Like the vehicles currently in use on the MTS Green Line, the low-floor vehicles will have a vehicle-to-platform bridge plate for boarding patrons using mobility devices, which will make entering and exiting much easier and safer than on high-floor cars. The low-floor vehicles allow mobility-impaired passengers to board quickly and easily without special assistance. Providing these improvements offers enhanced, convenient, and consistent boarding experience for all patrons using the system while at the same time improving system on-time performance.

On August 19, 2010, the Board of Directors adopted Resolution No. 10-21 approving the proposed design of a bridge plate without side barriers and authorized staff to submit a request for equivalent facilitation to the FTA under the ADA. The ADA requires that public transit agencies submit a Request for Equivalent Facilitation in order to obtain approval to procure and operate a low-floor vehicle with a barrierless ramp. MTS received a letter from the FTA on January 7, 2011, granting this request.

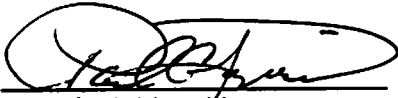
#### Modified Detectable-Warning Strip

As part of the overall rehabilitation project and to accommodate operation of the approved low-floor vehicles, a total of 34 stations on the Blue Line, Orange Line, and in Downtown San Diego will be upgraded with eight-inch-high platforms to accommodate the bridge plates on the low-floor vehicles. By completing this upgrade, MTS will provide for the ability to operate low-floor vehicles throughout its service area.

In order to achieve ADA compliance and safe use of the bridge plate, MTS and SANDAG are proposing to submit a Request for Equivalent Facilitation to the FTA for a modification to the required tactile-warning strip on rail transit platforms. The modification is the inclusion of a 7-inch "clear zone," to the standard 24-inch-wide detectable-warning tactile strip. The clear zone is a flat area without truncated domes to receive the bridge plate. Without the clear zone, the interface between the bridge plate and the detectable-warning tactile strip would violate a vertical elevation change.

The proposed modification to the detectable-warning strip is the same modification currently used on the Green Line station platforms to accommodate low-floor vehicle bridge-plate operations. MTS submitted a request for and received approval of equivalent facilitation for the same modification in 2006. The FTA determined at that time that MTS had demonstrated that the proposed modification removes an impediment to level boarding by wheelchair passengers and does not significantly affect the ability of the detectable-warning strips to warn visually impaired people of the hazards on the circulation path. However, the approval was expressly limited to construction of the Mission Valley East Project.

Therefore, staff is recommending, upon receipt of public testimony, that the Board authorize the submittal of a Request for Equivalent Facilitation for the use of the proposed modified detectable-warning strip on the entire trolley network.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contacts: Wayne Terry, 619.595.4906, [wayne.terry@sdmts.com](mailto:wayne.terry@sdmts.com)

JULY14-11.25.REQUESTEQUIVALENTFACILITATION.TERRY

Attachment: A. Resolution No. 11-12

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 11-12

A Resolution Approving the  
Design of the Modified Detectable-Warning Edge  
on all MTS Trolley Station Platforms

WHEREAS, the Americans with Disabilities Act (ADA) requires that public transit agencies submit a Request for Equivalent Facilitation to the Federal Transit Administration (FTA) in order to obtain approval to use a modified detectable-warning strip on the edge of station platforms, and

WHEREAS, the modification is the inclusion of a 7-inch "clear zone" to the standard 24-inch-wide detectable-warning tactile strip. The clear zone is a flat area without truncated domes to receive the bridge plate. Without the clear zone, the interface between the bridge plate and the detectable-warning tactile strip would violate a vertical elevation change limitation of the ADA provisions, and

WHEREAS, MTS previously received approval for a request for equivalent facilitation from the FTA for use of the same modified detectable-warning strip on station platforms on the MTS Green Line, and

WHEREAS, the use of low-floor vehicles system wide will provide a more accessible transit experience for passengers than the current reliance on onboard lifts, wayside lifts, or high blocks, and

WHEREAS, a modification to the detectable-warning tactile strip is proposed as an equivalent replacement to the standard tactile strip addressing the bridge plate issue, and

WHEREAS, the proposed modification should be approved because it removes an impediment to level boarding by wheelchair passengers and does not significantly affect the ability of the detectable-warning strips to warn visually impaired people of the hazards on the circulation path, such as the platform edge bordering the drop-off to the track bed, and

WHEREAS, MTS solicited public input on the proposed alternative designs, consulted with individuals with disabilities and groups representing them, and conducted a public hearing to take public comments on the proposed alternative design.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by a vote of two-thirds or more of all of the members of the San Diego Metropolitan Transit System Board of Directors, hereinafter "Board," as follows:

Based on the results of the outreach events while taking into consideration the comments provided at today's public hearing, the Board approves a modification to the required tactile warning strip on rail transit platforms in order to achieve ADA compliance and safe use of the bridge plate on MTS's low-floor light rail vehicles and authorizes staff to submit a "Request for Equivalent Facilitation" to the FTA.

PASSED AND ADOPTED by the Board of Directors this \_\_\_\_day of \_\_\_\_\_ 2011  
by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

\_\_\_\_\_  
Chairperson  
San Diego Metropolitan Transit System

Filed by:

Approved as to form:

\_\_\_\_\_  
Clerk of the Board  
San Diego Metropolitan Transit System

\_\_\_\_\_  
Office of the General Counsel  
San Diego Metropolitan Transit System

JULY14-11.25.AHA.RESO 11-12.  
RECEIVED FACILITATION.TERRY



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## Agenda

Item No. 30

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

July 14, 2011

**SUBJECT:**

TAXICAB ADMINISTRATION WORKSHOP AND REVISED GUIDELINES RELATED  
TO TAXICAB ADVISORY COMMITTEE MEMBERSHIP (JOHN SCOTT AND KAREN  
LANDERS)

**RECOMMENDATION:**

That the Board:

1. receive a report on Taxicab Administration;
2. receive a report regarding the July 5, 2011, special meeting of the Taxicab Advisory Committee (TAC) regarding proposed revisions of the TAC's guidelines; and
3. adopt the TAC's proposed revisions to the TAC Guidelines; and
4. authorize the CEO or designee to develop a procedure to implement the new membership categories for the TAC consistent with the guidelines approved by the Board.

Budget Impact

None.

Executive Committee Recommendation

The Executive Committee reviewed this item at its meeting on June 7, 2011, and recommended forwarding the TAC proposal to the Board of Directors for approval.



## DISCUSSION:

On June 17, 2011, the MTS TAC met and forwarded a recommendation to the MTS Board of Directors that the Board amend its TAC Guidelines to delete the Regional Chamber of Commerce representative and add a Sheriff's Licensing Division representative to the TAC membership roster.

On June 23, 2011, the MTS Board of Directors postponed a decision on proposed changes to the TAC Guidelines in order to consider alternate proposals to place additional driver representatives on the TAC. The Board directed staff to convene a special meeting of the TAC to receive its recommendation regarding possible inclusion of additional driver representatives and to return to the Board at its regularly scheduled July 14, 2011, meeting.

As part of the Board action to continue this agenda item to July 14, 2011, Council Member Marti Emerald also agreed to schedule a discussion of this issue at the City of San Diego's June 29, 2011, Public Safety & Neighborhood Services Committee (PS&NS). The PS&NS Committee voted 3-1 (with Council Members Emerald, Gloria and Alvarez in favor and Council Member Zapf opposed) to recommend that the TAC membership be revised consistent with the following concept: stay at 17 members, do not add Sheriff representative, obtain "equal" membership between owners and drivers. At the time of docketing, no action had been taken by the City Council on this recommendation.

A special meeting of the TAC took place on July 5, 2011. At that meeting, the TAC voted 14-0 (with Council Member Emerald not voting and San Diego Convention Center representative Ron King Absent) to forward the following proposed revisions to the TAC membership to the Board (*italics represent proposed changes*):

### TAC Membership Seats – 19 Total

- 1 Board Member
- 5 owners of more than 4 permits
- 3 owners of 1 to 3 permits, *with one seat designated for an owner/driver*
- 3 lease drivers (= 2 *additional lease drivers*)
- 7 seats for outside groups: 2 Hotel/Motel, 1 Convention Center, 1 ConVis, 1 Travelers Aide, 1 Airport Authority, ~~1 Regional Chamber of Commerce~~, 1 *Sheriff's Licensing*

### Method of selection:

- Retain current driver representative (Margo Tanguay) for full 3-year term, and hold election for 2 additional lease driver seats before January 1, 2012
  - Only drivers can vote
  - Must be a driver in good standing for at least 5 years before the election
- After interim election for 2 additional driver seats, hold driver elections at same time as owner elections (every 3 years, next regular election for term beginning January 2014)
- Sheriff's Department to appoint its Licensing Division representative
- Retain all current owner representatives for existing term (thru 2013)
  - Seat held by owner Cameron Haratian will be re-classified as a driver/owner seat; Mr. Haratian meets the driver/owner definition



- Retain all other current members
- TAC to re-evaluate the TAC membership composition before each election cycle, and forward any recommended changes to the MTS Board at that time.

Additional procedures regarding election procedures, eligibility standards, filling vacant seats in between elections, and other issues will need to be developed by MTS Staff in order to implement the new guidelines and ensure orderly conduct of TAC meetings. Staff recommends that the MTS CEO be authorized to develop and implement such procedures, as long as they are consistent with the framework outlined above.



---

Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: John Scott, 619.595.7034, [john.scott@sdmts.com](mailto:john.scott@sdmts.com)

JULY14-11.30.TAXICAB REVISED GUIDELINES.JSCOTT

Attachment: A. Proposed Guidelines



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## ATTACHMENT A

### 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~~ Nineteen 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~~ San Diego County Sheriff's Licensing Division, the San



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

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, elected by taxicab owners, divided as follows:
- a. Three seats are designated for representation of owners of one to three taxicabs—one of whom must also be a driver;
  - 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~~Three taxicab leased drivers in possession of a San Diego Sheriff's Department-issued taxicab Driver Identification Card valid in all areas of MTS jurisdiction and having served as a driver for at least five years leading up to the election. The election shall comply with the following guidelines:
- a. Leased driver representatives shall be elected by licensed drivers operating in MTS areas of jurisdiction.
  - b. Leased driver representative elections shall take place every three years at the same time as the owner representative elections.
  - c. A leased driver representative shall meet the eligibility requirements at all times while serving on the Taxicab Committee.
- 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.
- 2.8 The Taxicab Committee shall review the membership guidelines before each election cycle and recommend changes, if any, to the MTS Board of Directors.

### 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~~MTS Board of Directors on July 14, 2011.

5.2 The MTS CEO shall have the authority to implement additional procedures to maintain regular and orderly meetings of the Taxicab Committee.



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## 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.

July 14, 2011

**SUBJECT:**

OPERATIONS BUDGET STATUS REPORT FOR MAY 2011 (MIKE THOMPSON)

**RECOMMENDATION:**

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

Budget Impact

None at this time.

**DISCUSSION:**

This report summarizes MTS's operating results for May 2011 compared to the amended fiscal year 2011 budget. Attachment A-1 combines the operations, administration, and other activities results for May 2011. Attachment A-2 details the May 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 May 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 May 2011 MTS net-operating income favorable variance totaled \$1,686,000 (1.4%). Operations produced a \$999,000 (0.8%) favorable variance, and the administrative/other activities areas were favorable by \$687,000.

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



## MTS COMBINED RESULTS

### Revenues

Year-to-date combined revenues through May 2011 were \$85,113,000 compared to the year-to-date amended budget of \$84,399,000, which represents a \$714,000 (0.8%) positive variance. This is primarily due to a favorable variance within passenger revenue.

### Expenses

Year-to-date combined expenses through May 2011 were \$200,966,000 compared to the year-to-date amended budget of \$201,938,000, which resulted in a \$972,000 (0.5%) favorable variance.

Personnel Costs. Year-to-date personnel-related costs totaled \$104,265,000 compared to a year-to-date budgetary figure of \$105,045,000, which produced a favorable variance of \$780,000 (0.7%).

Outside Services and Purchased Transportation. Total outside services for the first 11 months of the fiscal year totaled \$63,330,000 compared to a budget of \$64,208,000, which resulted in a year-to-date favorable variance of \$878,000 (1.4%).

Materials and Supplies. Total year-to-date materials and supplies expenses totaled \$6,863,000 compared to a budgetary figure of \$6,489,000, which resulted in an unfavorable expense variance of \$374,000 (-5.8%). This is primarily due to materials and supplies unfavorable variances within transit operations.

Energy. Total year-to-date energy costs were \$20,548,000 compared to the budget of \$20,189,000 resulting in a year-to-date unfavorable variance of \$359,000 (-1.8%). Year-to-date diesel prices averaged \$2.84 per gallon compared to the amended budgetary rate of \$2.60 per gallon. Year-to-date gasoline prices averaged \$3.32 per gallon compared to the amended budgetary rate of \$3.16 per gallon. Year-to-date CNG prices averaged \$0.927 per therm compared to the amended budgetary rate of \$0.937 per therm.

Risk Management. Total year-to-date expenses for risk management were \$3,701,000, compared to the year-to-date budget \$3,705,000 resulting in a favorable variance totaling \$4,000 (0.1%).

General and Administrative. Year-to-date general and administrative costs, including vehicle and facilities leases, were \$44,000 (1.9%) favorable to budget, totaling \$2,230,000 through May 2011 compared to a year-to-date budget of \$2,274,000.

## YEAR-TO-DATE SUMMARY

The May 2011 year-to-date net-operating income totaled a favorable variance of \$1,686,000 (1.4%). These factors include favorable variances in passenger revenue, personnel costs, and outside services 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](mailto:mike.thompson@sdmts.com)

JULY14-11.45.OPS BUDGET MAY.MTHOMPSON

Attachment: A. Comparison to Budget

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

**MTS  
CONSOLIDATED**

Att. A, AI 45, 7/14/11

**COMPARISON TO BUDGET - FISCAL YEAR 2011**

**MAY 31, 2011**

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ 79,914	\$ 79,303	\$ 611	0.8%
Other Revenue	5,199	5,096	103	2.0%
<b>Total Operating Revenue</b>	<b>\$ 85,113</b>	<b>\$ 84,399</b>	<b>\$ 714</b>	<b>0.8%</b>
Personnel costs	\$ 104,265	\$ 105,045	\$ 780	0.7%
Outside services	63,330	64,208	878	1.4%
Transit operations funding	-	-	-	-
Materials and supplies	6,863	6,489	(374)	-5.8%
Energy	20,548	20,189	(359)	-1.8%
Risk management	3,701	3,705	3	0.1%
General & administrative	1,463	1,424	(38)	-2.7%
Vehicle/facility leases	768	850	82	9.7%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	29	29	(0)	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 200,966</b>	<b>\$ 201,938</b>	<b>\$ 972</b>	<b>0.5%</b>
<b>Operating income (loss)</b>	<b>\$ (115,853)</b>	<b>\$ (117,539)</b>	<b>\$ 1,686</b>	<b>1.4%</b>
<b>Total public support and nonoperating revenues</b>	<b>7,096</b>	<b>6,885</b>	<b>211</b>	<b>3.1%</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (108,757)</b>	<b>\$ (110,653)</b>	<b>\$ 1,897</b>	<b>1.7%</b>



**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

**OPERATIONS**

Att. A, AI 45, 7/14/11

**CONSOLIDATED OPERATIONS**

**COMPARISON TO BUDGET - FISCAL YEAR 2011**

**MAY 31, 2011**

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ 79,914	\$ 79,303	\$ 611	0.8%
Other Revenue	491	619	(129)	-20.7%
<b>Total Operating Revenue</b>	<b>\$ 80,405</b>	<b>\$ 79,923</b>	<b>\$ 482</b>	<b>0.6%</b>
Personnel costs	\$ 91,302	\$ 91,995	\$ 693	0.8%
Outside services	55,509	56,029	520	0.9%
Transit operations funding	-	-	-	-
Materials and supplies	6,846	6,470	(376)	-5.8%
Energy	19,948	19,572	(376)	-1.9%
Risk management	3,190	3,218	29	0.9%
General & administrative	296	240	(56)	-23.6%
Vehicle/facility leases	618	701	84	11.9%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	20,032	20,032	(0)	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 197,740</b>	<b>\$ 198,257</b>	<b>\$ 517</b>	<b>0.3%</b>
<b>Operating income (loss)</b>	<b>\$ (117,335)</b>	<b>\$ (118,334)</b>	<b>\$ 999</b>	<b>0.8%</b>
<b>Total public support and nonoperating revenues</b>	<b>7,918</b>	<b>7,794</b>	<b>124</b>	<b>1.6%</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (109,417)</b>	<b>\$ (110,540)</b>	<b>\$ 1,123</b>	<b>1.0%</b>

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**OPERATIONS** Att. A, AI 45, 7/14/11  
**TRANSIT SERVICES (SAN DIEGO TRANSIT CORPORATION)**  
**COMPARISON TO BUDGET - FISCAL YEAR 2011**  
**MAY 31, 2011**  
**(in \$000's)**

	<b>YEAR TO DATE</b>			
	<b>ACTUAL</b>	<b>BUDGET</b>	<b>VARIANCE</b>	<b>% VARIANCE</b>
Passenger Revenue	\$ 23,684	\$ 23,658	\$ 26	0.1%
Other Revenue	19	51	(32)	-62.9%
<b>Total Operating Revenue</b>	<b>\$ 23,703</b>	<b>\$ 23,709</b>	<b>\$ (6)</b>	<b>0.0%</b>
Personnel costs	\$ 63,271	\$ 63,563	\$ 292	0.5%
Outside services	1,697	1,715	18	1.0%
Transit operations funding	-	-	-	-
Materials and supplies	4,022	3,719	(304)	-8.2%
Energy	5,096	5,134	38	0.7%
Risk management	1,568	1,521	(46)	-3.0%
General & administrative	117	109	(8)	-7.1%
Vehicle/facility leases	210	215	5	2.3%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	7,255	7,255	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 83,237</b>	<b>\$ 83,231</b>	<b>\$ (5)</b>	<b>0.0%</b>
<b>Operating income (loss)</b>	<b>\$ (59,534)</b>	<b>\$ (59,522)</b>	<b>\$ (11)</b>	<b>0.0%</b>
<b>Total public support and nonoperating revenues</b>	<b>4,543</b>	<b>4,419</b>	<b>124</b>	<b>2.8%</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (54,990)</b>	<b>\$ (55,103)</b>	<b>\$ 112</b>	<b>0.2%</b>

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**OPERATIONS** Att. A, AI 45, 7/14/11  
**RAIL OPERATIONS (SAN DIEGO TROLLEY, INCORPORATED)**  
**COMPARISON TO BUDGET - FISCAL YEAR 2011**  
**MAY 31, 2011**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ 32,084	\$ 32,003	\$ 81	0.3%
Other Revenue	472	569	(97)	-17.0%
<b>Total Operating Revenue</b>	<b>\$ 32,556</b>	<b>\$ 32,572</b>	<b>\$ (16)</b>	<b>0.0%</b>
Personnel costs	\$ 27,050	\$ 27,419	\$ 369	1.3%
Outside services	3,232	3,252	20	0.6%
Transit operations funding	-	-	-	-
Materials and supplies	2,818	2,746	(72)	-2.6%
Energy	7,699	7,720	21	0.3%
Risk management	1,614	1,689	75	4.4%
General & administrative	175	116	(59)	-50.7%
Vehicle/facility leases	163	180	17	9.4%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	11,427	11,427	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 54,178</b>	<b>\$ 54,549</b>	<b>\$ 371</b>	<b>0.7%</b>
<b>Operating income (loss)</b>	<b>\$ (21,622)</b>	<b>\$ (21,977)</b>	<b>\$ 355</b>	<b>1.6%</b>
<b>Total public support and nonoperating revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (21,622)</b>	<b>\$ (21,977)</b>	<b>\$ 355</b>	<b>1.6%</b>

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

**OPERATIONS**

Att. A, AI 45, 7/14/11

**MULTIMODAL OPERATIONS (FIXED ROUTE)**

**COMPARISON TO BUDGET - FISCAL YEAR 2011**

**MAY 31, 2011**

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ 19,890	\$ 19,432	\$ 458	2.4%
Other Revenue	-	-	-	-
<b>Total Operating Revenue</b>	<b>\$ 19,890</b>	<b>\$ 19,432</b>	<b>\$ 458</b>	<b>2.4%</b>
Personnel costs	\$ 302	\$ 317	\$ 14	4.6%
Outside services	35,965	36,238	273	0.8%
Transit operations funding	-	-	-	-
Materials and supplies	-	-	-	-
Energy	5,128	4,788	(340)	-7.1%
Risk management	-	-	-	-
General & administrative	1	2	1	58.0%
Vehicle/facility leases	25	26	1	4.0%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	911	911	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 42,332</b>	<b>\$ 42,282</b>	<b>\$ (50)</b>	<b>-0.1%</b>
<b>Operating income (loss)</b>	<b>\$ (22,441)</b>	<b>\$ (22,849)</b>	<b>\$ 408</b>	<b>1.8%</b>
<b>Total public support and nonoperating revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (22,441)</b>	<b>\$ (22,849)</b>	<b>\$ 408</b>	<b>1.8%</b>

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

**OPERATIONS**

Att. A, AI 45, 7/14/11

**MULTIMODAL OPERATIONS (PARATRANSIT)**

**COMPARISON TO BUDGET - FISCAL YEAR 2011**

**MAY 31, 2011**

**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ 1,685	\$ 1,651	\$ 34	2.1%
Other Revenue	-	-	-	-
<b>Total Operating Revenue</b>	<b>\$ 1,685</b>	<b>\$ 1,651</b>	<b>\$ 34</b>	<b>2.1%</b>
Personnel costs	\$ 115	\$ 138	\$ 24	17.0%
Outside services	9,555	9,686	131	1.4%
Transit operations funding	-	-	-	-
Materials and supplies	-	-	-	-
Energy	1,876	1,782	(94)	-5.3%
Risk management	8	-	(8)	-
General & administrative	3	7	4	59.9%
Vehicle/facility leases	219	280	61	21.6%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	323	323	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 12,099</b>	<b>\$ 12,217</b>	<b>\$ 117</b>	<b>1.0%</b>
<b>Operating income (loss)</b>	<b>\$ (10,414)</b>	<b>\$ (10,566)</b>	<b>\$ 151</b>	<b>1.4%</b>
<b>Total public support and nonoperating revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (10,414)</b>	<b>\$ (10,566)</b>	<b>\$ 151</b>	<b>1.4%</b>

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**OPERATIONS**  
**CONSOLIDATED CHULA VISTA TRANSIT OPERATIONS**  
**COMPARISON TO BUDGET - FISCAL YEAR 2011**  
**MAY 31, 2011**  
**(in \$000's)**

Att. A, AI 45, 7/14/11

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ 2,570	\$ 2,558	\$ 12	0.5%
Other Revenue	-	-	-	-
<b>Total Operating Revenue</b>	<b>\$ 2,570</b>	<b>\$ 2,558</b>	<b>\$ 12</b>	<b>0.5%</b>
Personnel costs	\$ 376	\$ 370	\$ (6)	-1.5%
Outside services	4,776	4,854	78	1.6%
Transit operations funding	-	-	-	-
Materials and supplies	6	5	(1)	-12.3%
Energy	149	148	(2)	-1.1%
Risk management	-	8	8	-
General & administrative	0	5	5	96.0%
Vehicle/facility leases	-	-	-	-
Amortization of net pension asset	-	-	-	-
Administrative Allocation	115	115	(0)	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 5,423</b>	<b>\$ 5,506</b>	<b>\$ 83</b>	<b>1.5%</b>
<b>Operating income (loss)</b>	<b>\$ (2,852)</b>	<b>\$ (2,948)</b>	<b>\$ 96</b>	<b>3.3%</b>
<b>Total public support and nonoperating revenues</b>	<b>3,249</b>	<b>3,249</b>	<b>-</b>	<b>0.0%</b>
<b>Income (loss) before capital contributions</b>	<b>\$ 397</b>	<b>\$ 301</b>	<b>\$ 96</b>	<b>-31.9%</b>

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

**OPERATIONS  
CORONADO FERRY**

Att. A, AI 45, 7/14/11

**COMPARISON TO BUDGET - FISCAL YEAR 2011**

**MAY 31, 2011**

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	-	-	-	-
<b>Total Operating Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
Personnel costs	\$ -	\$ -	\$ -	-
Outside services	128	128	-	0.0%
Transit operations funding	-	-	-	-
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Amortization of net pension asset	-	-	-	-
Administrative Allocation	-	-	-	-
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 128</b>	<b>\$ 128</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Operating income (loss)</b>	<b>\$ (128)</b>	<b>\$ (128)</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Total public support and nonoperating revenues</b>	<b>126</b>	<b>139</b>	<b>(13)</b>	<b>-9.6%</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (2)</b>	<b>\$ 12</b>	<b>\$ (13)</b>	<b>115.0%</b>

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

**ADMINISTRATION  
CONSOLIDATED**

Att. A, AI 45, 7/14/11

**COMPARISON TO BUDGET - FISCAL YEAR 2011**

**MAY 31, 2011**

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	3,728	3,535	193	5.4%
<b>Total Operating Revenue</b>	<b>\$ 3,728</b>	<b>\$ 3,535</b>	<b>\$ 193</b>	<b>5.4%</b>
Personnel costs	\$ 12,402	\$ 12,463	\$ 61	0.5%
Outside services	7,718	8,021	303	3.8%
Transit operations funding	-	-	-	-
Materials and supplies	16	17	1	8.4%
Energy	592	606	15	2.4%
Risk management	483	455	(28)	-6.1%
General & administrative	1,073	1,090	17	1.5%
Vehicle/facility leases	150	148	(2)	-1.0%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	(20,079)	(20,079)	(0)	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 2,355</b>	<b>\$ 2,722</b>	<b>\$ 367</b>	<b>13.5%</b>
<b>Operating income (loss)</b>	<b>\$ 1,373</b>	<b>\$ 814</b>	<b>\$ 560</b>	<b>-68.8%</b>
<b>Total public support and nonoperating revenues</b>	<b>(822)</b>	<b>(909)</b>	<b>87</b>	<b>-9.5%</b>
<b>Income (loss) before capital contributions</b>	<b>\$ 551</b>	<b>\$ (95)</b>	<b>\$ 646</b>	<b>679.1%</b>



**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

**OTHER ACTIVITIES**

Att. A, AI 45, 7/14/11

**CONSOLIDATED**

**COMPARISON TO BUDGET - FISCAL YEAR 2011**

**MAY 31, 2011**

(in \$000's)

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	% VARIANCE
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	980	941	39	4.1%
<b>Total Operating Revenue</b>	<b>\$ 980</b>	<b>\$ 941</b>	<b>\$ 39</b>	<b>4.1%</b>
Personnel costs	\$ 561	\$ 587	\$ 26	4.4%
Outside services	103	158	56	35.1%
Transit operations funding	-	-	-	-
Materials and supplies	2	2	0	8.4%
Energy	8	11	3	27.9%
Risk management	28	31	3	9.1%
General & administrative	94	95	1	1.3%
Vehicle/facility leases	-	-	-	-
Amortization of net pension asset	-	-	-	-
Administrative Allocation	76	76	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 871</b>	<b>\$ 960</b>	<b>\$ 89</b>	<b>9.2%</b>
<b>Operating income (loss)</b>	<b>\$ 109</b>	<b>\$ (18)</b>	<b>\$ 128</b>	<b>702.9%</b>
<b>Total public support and nonoperating revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Income (loss) before capital contributions</b>	<b>\$ 109</b>	<b>\$ (18)</b>	<b>\$ 128</b>	<b>702.9%</b>

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.

July 14, 2011

SUBJECT:

MTS: TECATE BUS STOP IMPROVEMENT PROJECT (DEVIN BRAUN)

RECOMMENDATION:

That the Board of Directors receive a report for information.

Budget Impact

The total project cost is \$43,898 with a federal share of \$38,863 and a local match of \$5,035.

DISCUSSION:

The California Department of Transportation (Caltrans) administers a statewide competitive grant program, referred to as 5311(f), wherein transit agencies and nonprofit organizations can apply for up to \$200,000 in financial assistance to support intercity bus capital projects.

As part of the 5311(f) application, MTS asked for \$200,000 to improve the El Cajon Transit Center and the Tecate bus stop. MTS initially received \$114,000 to improve Route 894 bus stops, which was a project not in MTS's grant request. MTS amended the budget to \$38,863 to improve only the Tecate bus stop, and this request was approved by Caltrans.

This project included purchasing and installing shelters, benches, schedule displays, and a trash can as well as pouring a new concrete waiting area at the bus stop on Route 894. Route 894 is the rural route with the highest ridership with more than 72% of total rural ridership. A majority of the passengers on this route use the Tecate bus stop. The project is now complete with all improvements installed and in use by passengers. Staff will provide a presentation with photos of the bus stop improvements.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Devin Braun, 619.595.4916, [devin.braun@sdmts.com](mailto:devin.braun@sdmts.com)

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

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

