

JOINT MEETING OF THE BOARD OF DIRECTORS FOR THE
METROPOLITAN TRANSIT SYSTEM (MTS),
SAN DIEGO TRANSIT CORPORATION (SDTC), AND
SAN DIEGO TROLLEY, INC. (SDTI)

MINUTES

November 15, 2012

MTS - 1255 Imperial Avenue, Suite 1000, San Diego

1. Roll Call

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

2. Approval of Minutes

Mr. Cunningham moved to approve the minutes of the October 18 and November 1, 2012, MTS Board of Directors meetings. Mr. Ewin seconded the motion, and the vote was 10 to 0 in favor (with Ms. Denny abstaining and Ms. Emerald, Messrs. Alvarez, and McClellan absent).

4. Appointment of Ad Hoc Nominating Committee for Recommending Appointments to MTS Committees for 2013 (Taken out of Order)

Chairman Mathis nominated himself as Chair and Board Members Roberts (Vice Chair), Cunningham, and Ewin as the Ad Hoc Nominating Committee.

Action Taken

Mr. Castaneda moved to appoint Messrs. Mathis, Roberts, Cunningham, and Ewin as the Ad Hoc Nominating Committee (pursuant to MTS Board Policy No. 22 - Rules of Procedure for the Metropolitan Transit System) to make recommendations to the Board with respect to the appointment of members of the Board to serve on MTS and non-MTS committees for 2013. Mr. Cox seconded the motion, and the vote was 11 to 0 in favor (with Ms. Emerald and Messrs. Alvarez, and McClellan absent, and Mr. Young out of the room).

3. Public Comments

Lorraine Leighton – Ms. Leighton stated that whoever took her information got it wrong regarding expired tags on a Route 833 vehicle (handout attached). Ms. Leighton voiced complaints about a wheelchair ramp with no strip, not having enough time to request the next bus stop, not being asked where she is getting off, and the time it takes to load her wheelchair.

CONSENT ITEMS

6. San Diego and Arizona Eastern (SD&AE) Railway Company Quarterly Reports and Ratification of Actions Taken by the SD&AE Board of Directors at its Meeting on October 16, 2012
Action would: (1) receive the San Diego and Imperial Valley Railroad (SD&IV), Pacific Southwest Railway Museum Association (Museum), and Pacific Imperial Railroad, Inc. (PIR) quarterly reports for information; and (2) ratify actions taken by the SD&AE Board at its quarterly meeting on October 16, 2012.
7. Investment Report - September 2012
Action would receive a report for information.
8. Unallocated Transportation Development Act Funds for Transit-Related Projects
Action would approve the use of \$125,128.59 in unallocated Transportation Development Act (TDA) funds currently held by the County of San Diego for transit-related expenses for the City of El Cajon.
9. Adoption of the 2013 MTS Executive Committee and Board of Directors Meeting Schedule
Action would adopt the 2013 Executive Committee and Board of Directors meeting schedule.
10. Purchase and Installation of AT&T's CISCO Core and IDF Network Equipment
Action would authorize the CEO to purchase AT&T equipment and professional installation services to replace MTS network infrastructure hardware.
11. Increased Authorization for Legal Services - Liebman, Quigley, Sheppard & Soulema, APLC
Action would authorize the CEO to execute MTS Doc. No. G1425.1-25 with Liebman, Quigley, Sheppard & Soulema, APLC for legal services throughout the remainder of FY 2013.
12. Federal Transit Administration 5317 Grant Applications
Action would approve Resolution No. 12-16 authorizing the CEO to submit applications for federal fiscal year 2012 New Freedom funding.
13. San Diego Regional Communications System Participating Agency Agreement - Contract Amendment
Action would: (1) authorize additional funding of \$45,951 to cover MTS's share of the Regional Communications System (RCS) Participating Agency Agreement (MTS Doc. No. G0763.2-02) for radio-repeater services through March 31, 2013; and (2) authorize the CEO to execute MTS Doc. No. G0763.3-02 to the RCS Participating Agency Agreement extending the radio-repeater service term from April 1, 2013, to March 31, 2016.
14. AT&T CALNET II Telecommunications Contract
Action would authorize the CEO to purchase telecommunications services, including leased-line telecommunications services, for MTS, San Diego Transit Corporation (SDTC), and San Diego Trolley, Inc. (SDTI) using the State of California's CALNET II Master Services Agreement (MSA) for modules MSA-1 (voice data and video services) and MSA-2 (long-distance services) with American Telephone and Telegraph (AT&T) for the entire term of the contract and any contract extensions currently calculated at 15 months.
15. Job Order Contract Approval for Wright Street Yard Security Enhancement - Contract Award
Action would authorize the CEO to execute Work Order No. MTSJOC 1337-18 with Southland Electric Inc. (MTS Doc. No. PWL132.0-11) for the Wright Street Yard Security Enhancement Project.

CONSENT ITEMS – Continued

16. Simmons/Hegenscheidt U2000-50 Under-Floor Wheel-Truing Lathe - Sole-Source Procurement
Action would authorize the CEO to execute MTS Doc. No. L1120.0-13 as a sole-source procurement with Simmons/Hegenscheidt Machine Tool Corporation for the procurement of a U2000-50 Under-Floor Wheel-Truing Lathe with associated spare-parts packages, installation, commissioning, and training.
17. Wheel-Truing Machine Pit - Funds Transfer
Action would: (1) approve Addendum 17 Project Scope of Work, which is a Memorandum of Understanding (MOU) with the San Diego Association of Governments (SANDAG) to provide funding from MTS's Capital Improvement Project (CIP) 11309 and for SANDAG's use for bidding, constructing, and commissioning the new equipment; and (2) forward a request to SANDAG to prepare accounts for engineering, administration, and construction-management costs for charging against CIP 11309.
18. Mendoza, Argentina LRV Purchase – Contract Amendment
Action would authorize the CEO to negotiate and execute a contract amendment with the Government of Mendoza, Argentina (Mendoza) including the exercise of Mendoza's option to purchase spare parts, the transfer of 5 nonoperable U-2 light rail vehicles to Mendoza, and the loaning of up to 2 light rail vehicle (LRV) Maintenance employees to Mendoza for training and support purposes for a 12-month period.
19. Security CCTV System Projects - Fund Transfers
Action would: (1) approve Addendum 17 Project Scope of Work, which is a Memorandum of Understanding (MOU) with the San Diego Association of Governments (SANDAG), for transferring funds from MTS's Capital Improvement Project (CIP) 11324 (CCTV System Upgrade) to SANDAG CIP 1210070 (System Station Platforms). The funds would be used for providing and installing new CCTV cameras on the Orange Line and Downtown Stations using a SANDAG Job Order Contractor. The cameras would be added to the existing equipment as a result of the reconfiguration of the new platforms; (2) forward a request to SANDAG to prepare accounts for contractor billings to MTS CIP 11324 for the installation of the new cameras; (3) approve Addendum 17 Project Scope of Work, which is an MOU for transferring funds from MTS's CIP 11325 (SDSU Monitoring System) to SANDAG CIP 1210070 (System Station Platforms). The funds would be used for providing and installing new cameras in the San Diego State University (SDSU) Trolley Station tunnels using a SANDAG Job Order Contractor; and (4) forward a request to SANDAG to prepare accounts for contractor billings to MTS CIP 11325 for installation of the new cameras.
20. Item pulled for discussion (see page 4).
21. LiveScan Authorization
Action would approve Resolution No. 12-18 authorizing staff to execute a request to the California Department of Justice for San Diego Trolley, Inc. to become a contributing agency for LiveScan fingerprinting.

Action on Consent Items 6-19 and 21

Mr. Ewin moved to approve Consent Agenda Item Nos. 6-19 and 21. Mr. Castaneda seconded the motion, and the vote was 11 to 0 in favor (with Ms. Emerald and Messrs. Alvarez and McClellan absent, and Mr. Young out of the room).

20. An Ordinance Amending Ordinance No. 5, An Ordinance Relating to the Enforcement Authorities of Code Compliance Inspectors, Assistant Code Compliance Supervisors, the Code Compliance Inspection Supervisor, and Taxicab Inspectors I & II and an Ordinance Amending Ordinance No. 11, an Ordinance Providing for the Licensing and the Regulating of Transportation Services within the City by the Adoption of a Uniform Paratransit Ordinance Action would: (1) read the title of Ordinance No. 5, An Ordinance Relating to the Enforcement Authorities of Code Compliance Inspectors, Assistant Code Compliance Supervisors, the Code Compliance Inspection Supervisor, and Taxicab Inspectors I & II and Ordinance No. 11, An Ordinance Providing for the Licensing and the Regulating of Transportation Services Within the City By the Adoption of a Uniform Paratransit Ordinance; (2) waive further readings of the ordinance; (3) adopt the proposed ordinance amendments; and (4) direct publication of an ordinance summary.

Public Comments (Agenda Item No. 20)

Brian Giardina - United Taxi Workers of San Diego (UTWSD). Mr. Giardina thanked the Board for its discussion at the last meeting regarding the minor changes to Ordinance Nos. 5 and 11 and thanked staff for working with UTWSD. In reference to prior discussions regarding retaliation, Mr. Giardina informed the Board that in the last few weeks, drivers trying to exercise basic rights were terminated, and he asked that the Board and staff take this into consideration.

Sarah Saez – UTWSD. Ms. Saez provided Board members with study called *Workplace Safety Issues of San Diego Taxi Drivers* (attached). Ms. Saez stated that UTWSD is dedicated to bringing the Board information because it is not getting it from MTS staff. She discussed taxi driver demographics and referenced <http://utwsd.org>. Ms. Saez added that taxi drivers are not comfortable going to MTS staff because they feel intimidated, and she reiterated that drivers face retaliation leading to termination for speaking before the Board. Ms. Saez read from the handout and asked the Board to do its due diligence educating itself on these issues.

Ben Seifu – Taxicab Driver. Mr. Seifu referenced a handout he brought for the Board (attached). He cited complaints against John Scott, MTS Manager of Taxicab Administration, Sharon Cooney, MTS Director of Governmental Affairs, and others up the chain of command. Mr. Seifu added that the MTS Board also deserves the brunt of accountability for being out of touch. He stated that it is time for new management to bring integrity and transparency to a complex industry full of corruption and deceit.

Mikail Hussein - UTWSD. Mr. Hussein thanked the Board and the Taxicab Administration for their hard work. Mr. Hussein stated he was at the meeting to educate the Board regarding issues with retaliation and that the UTWSD's mission is to look at ways to improve the situation. Mr. Hussein cited instances of retaliation against the drivers and doesn't understand why it can't be dealt with at MTS. He would like to see Ordinance Nos. 5 and 11 revisited with changes to address the retaliation issues. Mr. Hussein stated that it troubles him that (MTS) taxicab inspectors can make arrests because he feels they are not doing a good job.

Michelle Anderson – West Coast Cab & Radio Service and other Radio Service Companies. Mr. Anderson stated that he was representing radio services to urge support for staff's recommendation. He felt the previous speakers raised new issues that have already been vetted. Mr. Anderson felt these issues should be brought to the Taxicab Committee before Chairperson Marti Emerald and requested the Board move forward unanimously with staff's recommendation.

Public Comments (Agenda Item No. 20) – Continued

David Yemeni – Taxi Driver/Owner. Mr. Yemeni stated that his parents have been taxicab drivers for 20 years, and he has been a driver and owner himself for many years. He feels the newer drivers have the same opportunities to work but blame their issues on the owners. Mr. Yemeni added that he feels that John Scott and MTS are understaffed and that the Transportation Charter-Party cars (TCPs) are the problem. He asked everyone who feels they have issues to sit down and talk to work it out.

Margo Tanguay – Taxicab Driver. Ms. Tanguay gave the Board a history of her college degrees and management training sessions. She commended John Scott stating that he has done more service for the taxicab industry than any other regulator in MTS history. She feels that Mr. Scott is under a lot of pressure due to the amount of service, limited funds in the industry, and trying to enforce the rules and regulations. Ms. Tanguay stated that she does not disagree with some of the taxicab industry's issues and would like to find solutions.

Mr. Mathis responded that he felt compelled to state that there are problems (within the taxicab industry); however, MTS is not a law enforcement agency. He added that law enforcement for the taxicab industry falls under the Sheriff's Department, and MTS is not a party to drivers' contracts and therefore has no standing in court. Mr. Mathis reiterated that MTS's main role is adequate training for drivers and to ensure that cabs are safe. He stated that the Board does not have a lack of sympathy for the drivers and it can hear grievances, but it cannot enforce the laws.

Action on Consent Item 20

Mr. Gloria moved to approve Consent Agenda Item No. 20. Ms. England seconded the motion, and the vote was 11 to 0 in favor (with Ms. Emerald and Messrs. Alvarez and McClellan absent, and Mr. Young out of the room).

CLOSED SESSION

24. Closed Session Items

The Board convened to Closed Session at 9:33 a.m. and reconvened to open session at 9:42 a.m.

Oral Report of Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported the following:

- a. CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to California Government Code Section 54956.9(a): Michael Daniels v. MTS (SDSC Case Nos. 0305425 and 0279536)

The Board received a report and gave directions to staff.

- b. 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 voted to ratify the Tentative Agreement between the IBEW 465 and San Diego Trolley, Inc. by a unanimous vote of 12-0 (with Mr. Alvarez, Ms. Emerald, and Mr. McClellan absent).

PUBLIC HEARING

25. There were no public hearings.

DISCUSSION ITEMS

30. FY 2013 Capital Improvement Plan Amendment

Mike Thompson, MTS Budget Manager, gave a PowerPoint presentation on additional funding for the Capital Improvement Program (CIP) for fiscal year 13 and also adjustments due to estimates included in the FY 13 CIP. Mr. Thompson informed the Board that the revised FY 13 amount would be \$176,468 million. He explained the various funding sources and which projects would receive funding.

Mr. Gloria referenced Slide 4 for clarification about unanticipated State Transit Assistance (STA) one-time funding. Mr. Thompson responded that the funds are anticipated, but it is not known when they will be distributed. Mr. Thompson also clarified for Mr. Gloria that the \$22.2 million in STA money—of which \$5 million would be used for the operating budget—is not an ongoing resource. Mr. Jablonski added that MTS has a structural deficit for its operating budget and is borrowing capital dollars to fill the gap. He clarified that the \$5 million being used is the anticipated amount and would not exaggerate the structural deficit.

Mr. Minto asked for clarification on how funding is designated for grants. Mr. Thompson responded that most grants are very specific about how the money is designated. He explained that it is up to MTS as to how STA funds are spent.

Mr. Minto asked if grant money includes administrative costs. Mr. Jablonski referred to the East County Bus Maintenance Facility Project grant—MTS applied for \$30 million and was awarded \$10 million. With that \$10 million, MTS was able to fund bus replacements. He also explained that starting in May—through new federal legislation—Map 21 is requiring transit systems to get asset management systems in place. MTS got in ahead of the deadline through a pilot program and is getting funded when other agencies will have to pay. This savings offsets money that MTS would have had to allocate for this type of project, and allows MTS to buy 8 additional rail cars on the Orange Line. Mr. Jablonski explained that without that money, MTS would have had to cut back on projects.

Action Taken

Ms. Bragg moved to approve the amended FY 2013 Capital Improvement Program. Mr. Cunningham seconded the motion, and the vote was 11 to 0 in favor (with Ms. Emerald and Messrs. Alvarez, McClellan, and Young absent).

31. Management Pension Formula

Jeff Stumbo, Director of Human Resources and Labor Relations, gave a PowerPoint presentation on amending the management pension formula. Mr. Stumbo explained that MTS currently offers a 2.7%-at-age-55 pension formula through CalPERS. During an MTS Budget Development Committee meeting in June, staff was directed to implement a second-tier 2%-at-age-60 pension formula for employees not yet hired. Mr. Stumbo explained that in August, the California Public Employees' Pension Reform Act of 2013 (PEPRA) was enacted with a January 1, 2013, effective date, which requires a 2%-at-62 formula for new hires, employee cost-sharing of up to 50% of "normal costs," and other cost-saving provisions.

Mr. Stumbo explained that there is a loophole in the legislation wherein new hires who were members of CalPERS or a reciprocal pension plan prior to December 31, 2012, would be eligible for the pension plan that MTS had in effect on December 31, 2012. He reported that to close the loophole, MTS must modify its pension formula prior to that date. Mr. Stumbo reviewed the next steps and staff's proposal before the Board to adopt Resolution No. 12-17 establishing a new MTS employee pension formula of 2% at 60 effective on or around December 24, 2012. Mr. Stumbo added that staff will continue to update the Board on this new legislation as it progresses.

In response to a question from Ms. England, Mr. Stumbo stated that MTS employees would be informed of today's action in writing and through communications from Mr. Jablonski.

Mr. Minto stated that currently there is a lawsuit in California over legislation like this because it prohibits unions from bargaining over significant pension changes. He stated that the new law was forced on us and asked if this law could be changed in the future to some other formula. Mr. Jablonski responded that we are trying to deal with the current law. He added that SANDAG went to a 2%-at-60 formula, and that MTS can't immediately go with the 2%-at-62 formula because it is not a CalPERS plan (until after the first of the year). Mr. Jablonski used the example that if we were to hire someone from Los Angeles Metro 15 years from now who was in a reciprocal plan, they would receive the current 2.7%-at-55 formula if we took no action. In addition, we would be required to fund the delta for the entire years of service and the liability would be significant.

Karen Landers, MTS General Counsel, clarified for the Board that the action today regarding the 2.7%-at-55 pension formula impact is only for MTS unrepresented employees and would not impact any bargaining units.

Action Taken

Mr. Cunningham moved to adopt Resolution No. 12-17 establishing a new MTS employee pension formula. Mr. Minto seconded the motion, and the vote was 11 to 0 in favor (with Ms. Emerald and Messrs. Alvarez, McClellan, and Young absent).

REPORT ITEMS

49. East County Bus Maintenance Facility Project Update (Taken out of Order)

Elliot Hurwitz, MTS Manager of Capital Projects, gave a PowerPoint update on the East County Bus Maintenance Facility (ECBMF) Project for information. Mr. Jablonski added that the hope is to have this project completed in a little over a year or so.

Action Taken

Mr. Gloria moved to receive a report for information. Mr. Ewin seconded the motion, and the vote was 10 to 0 in favor (with Ms. Emerald and Messrs. Alvarez, Cunningham, McClellan, and Young absent).

REPORT ITEMS - Continued

45. Annual Service Performance-Monitoring Report

Devin Braun, MTS Senior Transportation Planner, gave a PowerPoint presentation on FY 2012 annual service performance monitoring for MTS bus, rail, and contract services. He explained the different route frequencies.

In response to Mr. Minto, Mr. Jablonski stated there is no industry on-time performance standard, but he thinks that 85% is considered respectable. He explained that a downward trend for the industry in on-time performance is due to increased ridership and less funding. Mr. Jablonski reported that MTS is working on improving on-time performance and has a special task force looking at the components that cause delays for operators. He gave examples of current issues stating that MTS is not accepting the status quo and has initiatives for bus and rail operators to improve their performance.

Mr. Ewin referred to slide 10 in the PowerPoint. He requested that the prior three years' performance data be included in these reports to the Board. Mr. Jablonski explained the difficulties compiling performance data from many different sources, and Mr. Braun added that FY 11 was the first year that the data could be collected on an "apples-to-apples" basis. These reports will include the prior 3 years of data going forward.

Action Taken

Mr. Castaneda moved to receive a report for information. Ms. Bragg seconded the motion, and the vote was 9 to 0 in favor (with Ms. Emerald and Messrs. Alvarez, Cunningham, McClellan, and Young absent, and Mr. Mathis out of the room).

46. Annual Rail Operations Report

Wayne Terry, Chief Operating Officer (Rail), gave a PowerPoint presentation on San Diego Trolley, Inc.'s (SDTI's) FY 12 year-end operating report. Mr. Terry gave updates regarding the Transportation, LRV Maintenance, and Revenue Departments and also discussed special projects.

Action Taken

Mr. Cox moved to receive a report for information. Mr. Ewin seconded the motion, and the vote was 10 to 0 in favor (with Ms. Emerald and Messrs. Alvarez, Cunningham, McClellan, and Young absent).

63. Board Member Communications (Taken out of Order)

Chairman Mathis welcomed Barbara Denny (Al Ovrom's alternate from the City of Coronado) and announced that this is the last Board meeting for Mary England (representative from the City of Lemon Grove) (handout attached). On behalf of the Board, Chairman Mathis thanked Ms. England for her service and also thanked Mr. Castaneda who is terming out from the City of Chula Vista.

REPORT ITEMS – Continued

47. Annual Bus Operations Report

Claire Spielberg, MTS Chief Operating Officer (Bus), and Jim Byrne, Director of Transportation, gave a PowerPoint presentation on the annual bus operations report. The presentation included information about FY 12 milestones, ridership, maintenance, and accomplishments. In response to a request by Mr. Minto, Ms. Spielberg stated that going forward, staff will incorporate labor calculations and bus comparisons by series and bus age.

Action Taken

Mr. Gloria moved to receive a report for information. Mr. Minto seconded the motion, and the vote was 9 to 0 in favor (with Ms. Emerald and Messrs. Alvarez, Castaneda, Cunningham, McClellan, and Young absent).

48. Semiannual Security Report (January through June 2012)

Bill Burke, MTS Chief of Police, gave a PowerPoint presentation regarding the semiannual security report from January through June 2012. Mr. Burke's presentation included information about crimes, arrests, enforcement details, ongoing programs, and outreach efforts.

Mr. Cox commended Mr. Burke and MTS staff for their use of the Graffiti Tracker Program and cited the benefits gained from the program. Mr. Cox added that the contract will be up in June, and that Gary Gallegos and SANDAG are working to make the program permanent. He added that the program only works if all of the entities work together.

Ms. Bragg requested that going forward, staff break out the "Number of MTS Images Submitted to Graffiti Tracker" (on Slide 18) by either city or train line (Orange, Green, or Blue).

Mr. Jablonski reported that MTS will be implementing a pilot security effort within the next few weeks to add an officer on every Blue and Orange Line train after 8:30 p.m. Mr. Jablonski explained that officers will move from one car to the next to make their presence known, and the impacts will be measured (in regard to security incidents). Mr. Burke added that the cars have wireless capabilities and, in the future, security personnel should be able to view live feed while onboard. Mr. Jablonski added that security will also be increased when school lets out and for fare evasion enforcement.

Action Taken

Mr. Cox moved to receive a report for information. Mr. Minto seconded the motion, and the vote was 8 to 0 in favor.

50. Operations Budget Status Report for September 2012

Mike Thompson, MTS Budget Manager, gave a PowerPoint update on the operations budget.

Action Taken

Mr. Minto moved to receive a report for information. Mr. Cox seconded the motion, and the vote was 7 to 0 in favor (with Ms. Emerald and Messrs. Alvarez, Cunningham, England, Ewin, McClellan, and Young absent, and Ms. Denny out of the room).

60. Chairman's Report

There was no Chairman's report.

61. Audit Oversight Committee (AOC) Chairman's Report

Mr. Mathis informed members that the full audit report will be on the docket for the next meeting.

62. Chief Executive Officer's Report

Mr. Jablonski reported that he drove to Palm Springs last week to attend the California Transit Association (CTA) annual meeting, and that he is the Chair of that organization.

63. Board Member Communications - Continued

Mr. Castaneda discussed the *Southwestern Community College District Associated Student Organization (ASO) Transportation Survey Fall 2012* that he previously sent to the Board. He stated that there is some good information in the survey that could be helpful in looking at replenishing transit services for students in South County. Mr. Jablonski responded that staff will use this information and that Southwestern Community College is a great transit-generator destination. Mr. Jablonski stated that there is currently a plan to increase Route 709 services to every 7.5 minutes in the mornings. Mr. Castaneda added that the survey sample included about 1,100 students. Although some questions weren't asked, Mr. Castaneda feels the survey is a good start, and he appreciates MTS's recognition of its value.

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 December 13, 2012.

66. Adjournment

Chairman Mathis adjourned the meeting at 11:44 a.m.



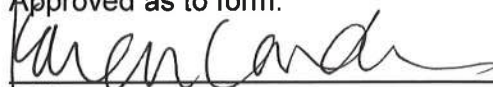
Chairperson
San Diego Metropolitan Transit System

Filed by:



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

Approved as to form:



Office of the General Counsel
San Diego Metropolitan Transit System

Attachments: Roll Call Sheet

Basic Details for PSG0024770 (Handout from Lorraine Leighton)

Workplace Safety Issues of San Diego Taxi Drivers (Handout from Sarah Saez)

Lease Driver Information (Handout from Ben Seifu)

Letter of Retirement from the Lemon Grove City Council (Handout from Mary England)

**METROPOLITAN TRANSIT SYSTEM
BOARD OF DIRECTORS
ROLL CALL**

MEETING OF (DATE): November 15, 2012

CALL TO ORDER (TIME): 9:05 a.m.

RECESS: _____

RECONVENE: _____

CLOSED SESSION: 9:33 a.m.

RECONVENE: 9:42 a.m.

PUBLIC HEARING: _____

RECONVENE: _____

ORDINANCES ADOPTED: 5 and 11

ADJOURN: 11:44 a.m.

BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
ALVAREZ	<input type="checkbox"/> (Faulconer) <input type="checkbox"/>		
BRAGG	<input checked="" type="checkbox"/> (King) <input type="checkbox"/>		
CASTANEDA	<input checked="" type="checkbox"/> (Rindone) <input type="checkbox"/>		11:08 a.m.
CUNNINGHAM	<input checked="" type="checkbox"/> (Mullin) <input type="checkbox"/>		10:51 a.m.
EWIN	<input checked="" type="checkbox"/> (Arapostathis) <input type="checkbox"/>		11:10 a.m.
EMERALD	<input type="checkbox"/> (Faulconer) <input type="checkbox"/>		
ENGLAND	<input checked="" type="checkbox"/> (Gastil) <input type="checkbox"/>		11:05 a.m.
GLORIA	<input checked="" type="checkbox"/> (Faulconer) <input type="checkbox"/>		
MATHIS	<input checked="" type="checkbox"/>		
MCCLELLAN	<input type="checkbox"/> (Ambrose) <input type="checkbox"/>		
MINTO	<input checked="" type="checkbox"/> (McNelis) <input type="checkbox"/>	9:18 a.m.	
OVROM	<input type="checkbox"/> (Denny) <input checked="" type="checkbox"/>		
RIOS	<input checked="" type="checkbox"/> (Zarate) <input type="checkbox"/>		
ROBERTS	<input type="checkbox"/> (Cox) <input checked="" type="checkbox"/>		
YOUNG	<input checked="" type="checkbox"/> (Faulconer) <input type="checkbox"/>	9:16 a.m.	10:02 a.m.

SIGNED BY THE CLERK OF THE BOARD: Jan Zardetto

CONFIRMED BY THE GENERAL COUNSEL: Calvin Carter

**California Public
Utilities Commission**

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BASIC DETAILS for PSG0024770[Return](#)

Carrier ID: PSG0024770
Carrier Status: Expired
Carrier Name: FIRST TRANSIT INC
Carrier DBA: FIRST TRANSIT INC

List of Authorities for PSG0024770

Authorities
Transportation Charter Class A Certificate - Expired - 09/04/2012

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List of Insurance Policies for PSG0024770

Insurance Policy	Policy#	Address
PL and PD Policy	5273859	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA 180 MAIDEN LANE NEWYORK, NY 10038-
Workers Compensation Coverage	1178529	NEW HAMPSHIRE INSURANCE COMPANY 180 MAIDEN LANE NEWYORK, NY 10038-

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Workplace Safety Issues of San Diego Taxi Drivers: What About Their Health & Safety?

A Study of the San Diego Taxicab Industry



Occupational Health Internship Program (OHIP)
Association of Occupational and Environmental Clinics (AOEC)
Employee Rights Center (ERC) & the United Taxi Workers of San Diego (UTWSD)
Summer 2012

Mina Nguyen
Ethnic Studies (Institution & Activism) & Sociology, B.A. Graduate
University of San Diego - School of Arts & Sciences

Roxana Said
Health Promotion and Behavioral Sciences, M.P.H Candidate

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I. Introduction

The city of San Diego is the eighth largest city in United States and the second largest city in California (sandiego.gov). It is known for its great tourist attractions, making San Diego one of the top tourist destinations. Nonetheless, the city has vulnerable working populations mainly because it has a large influx of immigrants from countries like Africa, Asia, and Latin America. Unfortunately, many of them encounter various issues that they have to try and overcome, such as, language barriers, cultural differences, social and economic hardship, and lack of good, safe jobs in mainstream society. In particular, the taxicab industry is an occupation where workers are exposed to high risk factors, and driving taxicabs is considered one of the most dangerous jobs nationwide.

Essentially, the National Institute for Occupational Safety and Health (NIOSH) indicated that taxi drivers are 60 times more likely to be murdered while on the job than other workers. The Department of Labor reported that they are also 80 times more likely to be robbed than any other U.S. worker. Studies indicate, from 1980 – 2009 there has been approximately 1,126 job related homicides of U.S. taxicab drivers (Centers for Disease Control and Prevention [CDC], 2012). For that reason, there have been recent studies illustrating that taxi drivers face high risk factors, suffer from poor working conditions, and do not know that they have the right to report injuries and illnesses, or file for workers compensation if they were to get hurt on the job. In particular, the Occupational Health Internship Program (OHIP) has carried out projects on taxicab drivers in previous years in other major U.S. cities, such as New York City and Los Angeles. Thus, the Occupational Health Internship Program (OHIP) of San Diego has created an opportunity for a research project to be conducted, which includes a more extensive study and documentation of the health and safety issues of San Diego taxi drivers.

II. Project Background

The eight week internship program involves us working closely with the United Taxi Workers of San Diego (UTWSD), and the Employee Rights Center (ERC). The ERC, a community partner, has provided UTWSD with organizational and legal support. UTWSD is a membership based organization that was formed in January of 2010, which followed the San Diego taxi drivers' strike in December of 2009. UTWSD is an organization that gives taxi drivers a space where they can come together and fight for their rights. Essentially, the organization empowers, supports, and advocates for taxi drivers, and their families by improving working conditions. As OHIP interns, we support UTWSD and this project will further the organization's mission of creating a better, equitable taxi industry in San Diego.

Moreover, San Diego's taxi industry is predominately composed of Somalian and Ethiopian taxi drivers. Majority of them are lease drivers and considered independent contractors under the local government. This serves as a significant problem because they are unable to collectively bargain, and they are not protected by federal or state labor laws. Since San Diego's taxi drivers are not protected by the California Occupational Safety and Health Administration (Cal-OSHA), this additionally creates another layer of problems because drivers have limited or no knowledge on their workplace health and safety. Furthermore, many of San Diego's lease drivers do not have health insurance. Some receive health care at their local community clinic, however many taxi drivers do not seek medical attention while injured on the job. The lack of health insurance puts them in an uneasy, difficult state because ultimately they are responsible for paying their own medical bills, which many of them cannot afford. Also, unlike other occupations, taxi drivers do not have retirement benefits, paid vacations, or sick leave.

Overall, drivers are working in an environment in which they are incredibly vulnerable in and often exposed to high-risk scenarios, such as being robbed, verbally threatened, physically attacked, injured, and sometimes victims of homicide. For example, two of San Diego's taxi drivers were murdered in fall of 2011- Mir Sadat Sahou, 68 years old and Jalaludin Hamrah, 39 years old (www.utwsd.org). Their tragic deaths exemplify the extent of unsafe working conditions of taxi drivers.

In all, the drivers face many challenges that negatively impact their lives, especially in regards to their health, safety, and overall well being. Certainly, they are workers who are categorized as being part of a vulnerable population. For that reason, this summer's project is very important, not only because it serves San Diego taxi drivers, but it is significant that the collective San Diego community are aware of, acknowledge, and understand the issues that drivers face daily. Thus, this occupational health internship program will shed light on the San Diego taxi industry, and address workplace health and safety issues to improve taxi drivers' working conditions.

III. Literature Review

"Taxi driving is considered to be one of the most hazardous occupations because of the risks involved" (Machin & Souza, 2004, p.258). Various approaches to improving the safety of taxi drivers have mainly focused on prevention by altering their environment through reduction of hazards. These approaches towards prevention include, in car alarms, protective screens, automatic door locks, and tracking drivers using the global positioning systems (2004). "The nature of work in the taxi industry is also quite different from conventional occupations. For example, the employer is ambiguous, work hours and income fluctuate on a daily basis, and the frequency and severity of hazards range from verbal abuse to homicide" (2004, p.258). It is evident that taxi drivers are part of a vulnerable working population and using various methodology to implement safer working environments is vital for their health and well-being.

In one taxi driver health and safety study, a particular model helped define the working environment of taxi drivers. The model is the *integrative model of safety climate* (2004). "This framework was used as a guide to develop the current exploratory model of taxi driver health and safety behaviour" (2004, p.258). Within this model and particular study, the findings indicated that the frequency and severity of hazards that taxi drivers face and their perceptions of their owner/management's commitment to health and safety issues, will each be a direct predictor of the physical health, emotional well-being, and unsafe behavior of taxi drivers (2004).

Overall, taxi drivers are associated within a social-ecological model that integrates the individual, interpersonal, organizational, community, and public policy levels (Glanz, Rimer, & Viswanath, 2008). When planning and implementing campaigns for policy change, this model is important because it can target multiple levels, and includes comprehensiveness, linkages accross organizations, and coordination (2008). This model will have direct and indirect influences on taxi

drivers' health, lifestyle, and behavior choices (2008). The organizational, community, and public policy levels are essential because this is where changes within the system are made for policy implementation. Most importantly, if changes at the policy level are not immediate, taxi drivers' can overcome some personal obstacles through the individual, and interpersonal levels. Moreover, all of these levels can strongly affect the outcomes of the health and safety of taxi drivers.

IV. Methods

Through community based participatory research we wanted to distinguish the major causes of occupational health and safety issues among the San Diego taxi driver community. In order to develop an evidence-based study, we intergrated both qualitative and quanitative methods to fully embrace and define the issues among the taxi drivers. Also, we used the social-ecological model, which provided a greater scope and perspective of how we can approach these issues. Working closley with UTWSD was also imperative because of their knowledege and resources that pertain to the San Diego taxi drivers. All of these componenets guided us in our methodology.

We conducted a 64-question survey, which was composed of questions in regards to the health and safety issues among taxi drivers. The types of questions we used for the survey were open-ended, multiple choice, checkboxes, and a scale system (see Appendix A). The questions were formatted on a *Google* document survey template. We used the previous OHIP taxi driver studies from Los Angeles and New York City to guide us in the questionnaire design and overall theme of the survey. We wanted to target issues such as robbery, physical assault, diet, use/access to restrooms, smoking status, overall working conditions, and physical activity, beacuse these were most prevalant issues we sought from our research. We rehearsed the survey among each other and with a former taxi driver at UTWSD, to estimate how long it would take to do a face to face survey with a taxi driver in the field. The rehearsed survey took about 10-15 minutes.

The locations where we decided to survey were based off of prior knowledge of being San Diego natives, as well as suggestions from the UTWSD. The UTWSD was a major part in guiding us to locations where drivers were more accessible. The locations where we surveyed were: Fashion Valley Mall, Old Town Transit Center, Hyatt Hotel Mission Bay, San Diego Convention Center, Westfield Horton Plaza Mall, Westin Hotel, Marriott Marquis Hotel, San Diego Airport Holding Lot, Belmont Park, Bahia Resort Hotel, Staples parking lot in Pacific Beach, and at the Community Police Center for the UTWSD monthly meeting. The location that was most convenient and had an

abundance of taxi drivers was at the Staples parking lot in Pacific Beach. This is where many drivers would meet up to take a break and talk amongst each other. It was a prime location for us to interview because they had some free time and were not in a hurry. The parking lot was the most accessible and convenient for us to find large numbers of drivers. This allowed us to stay in one location for a longer period of time, rather than having to relocate to find more drivers. Furthermore, most of them were members of UTWSD so they were more aware of our objectives and willing to take part in our survey. The UTWSD had also informed drivers that we would be surveying in the lot prior to our arrival, thus some of the drivers were aware of our project beforehand. Also, drivers who were already surveyed encouraged other drivers in the lot to participate as well.

The way that we introduced ourselves and approached drivers was, "Hello, my name is.... I am from the ERC and the UTWSD, and we are doing a survey that targets the health and safety issues of taxi drivers in San Diego. Do you have about 10-15 minutes to answer some questions? It is completely confidential and anonymous." We also had badges and business cards made for us by UTWSD, which displayed our name and titles (see Appendix B).

We surveyed for a total of 5 days and an average of 6-7 hours per day. In any given area, we typically surveyed taxi drivers from the end of the taxi line and worked our way up. We were informed by UTWSD that taxi drivers line up in order of who arrived first, thus drivers at the front of the line are called up the quickest to pick up passengers. This was the best approach when interviewing drivers because those at the end of the line would have more time to complete the survey. To avoid incomplete surveys we would not start interviews with taxis that were first in line. Nonetheless, we did not have any set agenda on what type of drivers we wanted to survey, given that permit holders, lease permits holders, and lease drivers can have varying perceptions and opinions regarding their occupation as a taxi driver. Therefore, we did not discriminate and approached all drivers equally.

We entered our survey data using an Excel spreadsheet. Then we imported the results into a *Google* documents spreadsheet, and converted and interpreted it into a summary of graphs and tables (see Appendix C).

V. Results

We collected 50 surveys total. We had 40 complete and 10 incomplete surveys. The incompleteness of surveys was due to drivers not having enough time to complete the surveys. (All results found in Appendix C).

The most significant health related findings were that 68% of drivers have lower back pain due to their occupation, 38% of taxi drivers have gained weight since the start of their job, 50% of drivers feel very stressed, and an overall 42% say that their health has worsened in the past 5 years.

On a more positive note, we were surprised to find out that 34% of drivers had seen a doctor this year for a yearly check up. This finding is important, because we are able to evaluate and distinguish how taxi drivers perceive their health in affiliation to seeking medical care. Also, 66% of drivers do not smoke. However, one taxicab driver that works for Yellow Cab and has been driving for four years indicated something quite significant. He said, "I used to never drink coffee. Now I have to drink coffee because I have to be alert.... I can feel like there's something [physically] wrong with me even though I am not really sick.... I also never used to smoke. Now I smoke... about six times a day, but only when I am driving taxis because I am so stressed."

One important issue that was brought to our attention through UTWSD that we decided to include in our survey, was how often taxi drivers used the restroom in a day. 44% of drivers said they only use the restroom 1-2 times a day, which consequently means that they do not drink enough water throughout the day, to avoid having to use the restroom. We found a few reasons for this. First, drivers reported that access to usable restrooms is scarce and that many hotels in San Diego, especially downtown, do not allow for drivers to use their restroom facilities. Thus, 68% of drivers said that there are not enough places to use the restroom if needed. Another reason is because using the restroom is difficult to do when having to obey the 12-foot rule, which indicates that taxi drivers are not to be more than 12 feet away from their taxis (www.utwsd.org). Lastly, if taxi drivers have to use the restroom throughout the day they can lose potential business, for the time it takes to actually find a restroom and park their cab legally, they can lose potential customers. Although when we asked taxi drivers where they would go if they needed to use the restroom, common places that came up were: public restrooms at the park and beach, gas stations, Starbucks, and fast food restaurants.

Findings related to safety indicate that 70% of drivers report having been verbally assaulted while on the job, 81% of drivers would like cameras installed in their taxicabs, and 67% of drivers would like partitions installed in their cabs. Drivers explained during interviews, that cameras would

help prevent assaults and violent behaviors from passengers because they are being videotaped. On the other hand, the videotaping will only provide justice if the police department reviews the tapes and proceeds to arrest the perpetrators. Furthermore, some drivers pointed out that cameras would not *physically* protect them from violent passengers. For that reason, drivers explained that the partition would act as a safety barrier that will prevent physical assault and invasion of personal space. However, some taxi drivers expressed that a partition will not be a good addition because the drivers themselves would feel imprisoned. A few added that it would also make the passengers feel uncomfortable and thus be an unpleasant experience. Drivers who reported that they have been physically assaulted during their time as a taxi driver, 67% indicated that in their opinion, they were assaulted because the customer was highly intoxicated or under the influence of some type of substance. Essentially, 93% of these physical assaults took place late night (9:00 p.m. - 4:00 a.m.).

Issues that taxi drivers had the most in common, in regards to their occupation, were the high lease rates (62%), ticketing from police officers (43%), and the long work hours (19%). Since many taxi drivers at the Staples store parking lot and at the UTWSD meeting in July had more free time to be surveyed, they elaborated on the issues of lease rates and ticketing. In regards to their lease rates, some of the taxi drivers said that their lease was, “\$420 per week, but it will go up to \$450 by the end of July, if it hasn’t already.” Another individual we surveyed recently quit working as a taxi driver and he replied, “It is \$420 a week lease, which is \$60 a day. I can’t pay my rent sometimes because everything goes to the lease.” This driver has been a part of the taxi industry for nine years, and drove for both the Orange Cab and Yellow Cab Company. As a result, the taxi drivers explained that they are very stressed due to the high demand to meet the lease rates.

Additionally, the issue of being ticketed by police officers was another indicator of their stress levels. A few of the taxi drivers who typically work in downtown San Diego reported, “Passengers flag us down and we stop to pick them up, or drop them off, but then we get ticketed.” In particular, drivers pointed out that 5th Avenue in downtown is the number one location where the majority of the ticketing occurs. The reason being is because this is a red zone area, which means no vehicles are allowed to stop at any given time. Staff from UTWSD indicated that other major cities such as New York City, Los Angeles, and San Francisco have exceptions for their taxi drivers, allowing them to pickup and drop off even in red zone areas. However, San Diego taxi drivers are not exempt from this rule, thus creating the issue of being “over ticketed” by the police.

Overall, the taxi drivers in this cohort worked for an average of 6.64 years, and 58% of drivers worked for Yellow Cab Company. In regards to the long work hours, many drivers we surveyed worked 7 days a week for 12 hours per shift, which are the typical work hours for lease drivers. Also, about half of the drivers worked the morning shift (typically 4 a.m. – 4 p.m.) and the other half worked the night shift (typically 4 p.m. – 4 a.m.). However, many indicated they drove night shifts because of the influx in customers, even though driving the night shift was more dangerous. Also, drivers reported that it does not matter if they are sick, injured, or if they are having mechanical problems with their taxis, they still have to work and pay the lease rate for that day/week. “There are no off days,” was one of the driver’s statements, which accurately reflects the majority of the drivers’ perspectives on their long work hours.

Some of the other issues drivers indicated, included heat from the gas pedal, vehicle maintenance, work related injuries, and difficult customers. The specific problem regarding heat from the gas pedal was primarily an issue for drivers whose taxicabs were a Ford Crown Victoria, which was the vehicle most common amongst the taxi drivers we surveyed. These drivers indicated their vehicles were old, had high mileage, lacked a good air conditioning system or did not have AC, and felt excessive heat from under the accelerator/gas pedal. As a result, some of them who felt like this was a major concern reported having dry skin, even blisters and burns on their legs and feet. Essentially, taxi drivers said their Crown Victoria taxicabs had many issues in terms of upkeep and maintenance.

We also discovered that taxi drivers typically do not put time aside for breaks. In our opinion, a break is defined as a physical and mental disengagement from one’s work environment. However, many taxi drivers divulged that their “breaks” are just waiting in their cab for customers, or waiting around their cab (not more than 12 feet away) until they get a customer call. 50% of drivers indicated that they do not take breaks, 8% of drivers took one break during their shift, 10% of drivers took two breaks, 8% of drivers took four breaks, and 6% of drivers took three breaks. Nonetheless, it is important to keep in mind that these are 12-hour shifts, and a standard 8-hour workday requires 2 fifteen-minute breaks and a 30-minute to one-hour lunch.

Essentially, the drivers who had time to elaborate and talk more in depth about their health and safety issues, provided us with a deeper insight and perspective to some specific scenarios or incidents that have occurred. For that reason, we felt it was significant to share some of the quotes from the taxi drivers that we interviewed:

- “Many people view us as lazy who does nothing. We face many problems...from the owner and passengers. It isn’t an easy job...we can get fired from the job easily....[The owner] threatens us if we complain or say we don’t like something.”
 - *Yellow Cab Driver, driving taxis for 4 years*
- “I don’t feel safe and don’t wear a seat belt....because there was a driver getting strangled with his seat belt....I don’t wear a seat belt when I’m feeling unsafe....[You] never knows who gets into your cab.”
 - *Orange Cab Driver, driving taxis for 9 years*
- “Many guys die, they die at young age....They have many health issues like diabetes, kidney failure, high blood pressure. It’s a horrible job.”
 - *Yellow Cab Driver, driving taxis for 8 years*
- “I am just driving to survive.”
 - *Yellow Cab Driver, driving taxis for 5 years*
- “They, [the owners], are holding us hostage. We have no choice but to work this job and people don’t recognize our struggles and issues.”
 - *Yellow Cab Driver, driving taxis for 4 years*
- “Even if it’s just one incident, it affects you for a while. I am traumatized. There is no safety for driver....[And] the cops...they don’t show up at all, especially on the weekends. They say they’re busy. I am not satisfied with how they handled it.”

(This quote was in regards to a driver who unfortunately have been a victim of physical assault).

 - *Yellow Cab Driver, who have driving taxis for 4 years*
- “We’re like slaves. We’re forced to drive in this condition”.
 - *Yellow Cab Driver, driving taxis for 6 years*

VI. Limitations

A major issue that we faced as researchers in this given community was the accessibility and quantity of taxi drivers to survey. Given the physical layout of San Diego, such as larger suburban

areas and small urban areas, it was harder to find large numbers of taxis compared to other large cities like New York and Los Angeles.

Another limitation that altered the number of taxi drivers that we were able to survey, was at the San Diego Airport holding lot. This location was recommended to us by the UTWSD and would of been a great location to survey given the large quantity of taxi drivers. Unfortunately, we were told to leave the property after an altercation broke out between the lease drivers and permit holders, due to political disagreements. We both had only surveyed one taxi driver when we were approached by authorities, and were told that we needed permits from the airport to continue our surveys on the property. Ultimately, we were not able to obtain permits and could not survey the taxi drivers at the airport holding lot.

Moreover, currently there are no studies based in San Diego that pertain to taxi drivers. The articles that we reviewed were based in other major cities. This prevented us from conducting a more specific and condensed survey, because we did not have the background information necessary, like certain demographics and statistics. Thus, we had to develop a survey that included a broader spectrum of questions.

Due to funding, other limitations included lack of proper data collection and interpretation statistical software, such as SPSS or STATA. This was needed in order to elevate our study results with higher levels of statistical analysis. Complex correlations and regressions were impossible to attempt because we did not have adequate statistical software to perform these tasks.

Lastly, there was the issue of the time it took to complete the survey, which was in part due to the language barrier. Our objective from the beginning was to create a survey that encompassed a range of questions that targeted health and safety hazards in the taxi drivers' workplace. However, understanding the dynamic of their workplace and their busy work schedule, we had to make multiple revisions to our survey in order to allocate 10 to 15 minutes per interview. All the drivers spoke English; however the majority of the drivers' native language was either Somali or Ethiopian. That's why drivers who did not speak English fluently had difficulty with comprehension of our survey questions. As a result, communication between us and the drivers was difficult at times. Thus, the language barrier affected the survey's time length, making the surveying process even longer. However, we did try to alleviate this issue by repeating and or elaborating on the questions drivers

did not understand. In addition, we would also ask other drivers to help translate who spoke English more fluently.

VII. Recommendations

Based on the data collected from this project, our knowledge about the San Diego taxicab industry has increased. We are now more aware and have a better understanding of drivers' health and safety issues and concerns. As low wage, immigrant taxi drivers they face a great deal of challenges. From analyzing the data and finding common themes, we propose several recommendations for different organizations. In addition, we also provided recommendations for the stakeholders – taxicab drivers. Overall, the goal of these recommendations is to improve the workplace and working conditions for taxicab drivers, particularly those of San Diego.

General Recommendations

- *The United Taxi Workers of San Diego (UTWSD)* –

Since UTWSD is the only organization in San Diego that specifically works with taxicab drivers, and provides a space for unity and collaboration, we recommend that UTWSD continue to outreach, empower, and educate. It is important to outreach and educate San Diego taxi drivers, but it is also essential to outreach and educate the larger San Diego community. The general public should be more aware and informed on issues that taxi drivers face, because drivers are a part of the transportation services for San Diego residents and visitors. As a result, both taxi drivers and their passengers will be safer and the efficiency of the San Diego taxi industry will increase.



Moreover, UTWSD should consider making the membership fee more affordable, which will allow for more taxi drivers to join. Since many taxi drivers indicated they face financial hardship due to having high lease rates, having a smaller membership fee will make joining the organization more accessible. This will help the organization grow and flourish.

We also recommend following up on our give back products (first aid kit & the informational flyer) to see if they are beneficial for drivers. Note what the drivers' responses are to the give

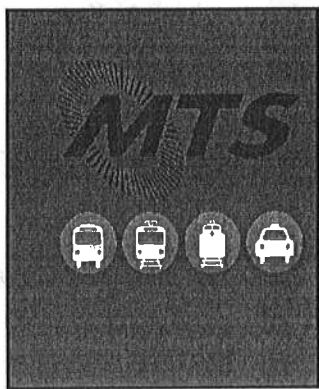
back products. Lastly, if possible, try to follow up on the survey questions by surveying more taxi drivers. UTWSD can use the original survey of 64 questions, create a more comprehensive one, or even split up the survey into sections to keep it in a shorter time frame.

- *Employee Rights Center (ERC)* –

Continue to work with the United Taxi Workers of San Diego (UTWSD) by empowering and advocating for their organization. As a community partner, it is significant that the ERC continues being active and involved in UTWSD's mission statement, goals, and agenda. Having strong, active community partners is one of the important keys to supporting one another.

- *San Diego Metropolitan Transit System (MTS)* –

We recommend that San Diego's MTS set up a professional transportation system where taxi drivers are not considered independent contractors, but listed under the same system as bus drivers, trolley workers, and security guards, etc. Furthermore, MTS should consult with Cal-OSHA to have taxi drivers covered and protected by Cal-OSHA.

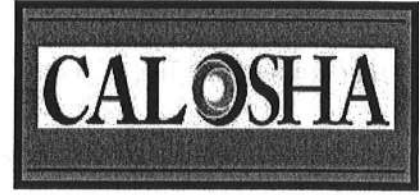


In addition, many drivers indicated a list of problems with their current taxicab vehicle. That is why we also recommend that MTS's inspections be extensive in order to regulate the vehicle's condition so it is safe for the drivers. As a result, this would improve their working conditions.

We also highly suggest that Ordinance 11 be revised. For instance, section 2.4 m in particular should be taken into consideration for revision, and or removed. Section 2.4 m is the rule that indicates that drivers who are more than 12 feet away from their vehicle will receive penalties. Essentially, drivers are ticketed as a penalty for breaking this rule, mainly because they leave their taxi to use the restroom. This illustrates that taxi drivers' dignity and rights are violated when a rule as such is implemented. Therefore, we recommend that certain sections of Ordinance 11 be looked over, revised, or even removed because some of the rules negatively affect drivers' health, safety, and sense of dignity.

- *California Occupational Safety and Health Administration (Cal-OSHA)* –

Cal-OSHA should consider including taxicab drivers under their state labor laws for employees. This research project and other significant studies conducted throughout major U.S. cities have clearly demonstrated that taxi drivers



certainly belong to a vulnerable population of workers. Their occupation in the taxi industry is incredibly dangerous because they are exposed to high risk scenarios on a daily basis. Without a doubt, the majority of taxi drivers work long hours, seven days a week. They are not only vulnerable due to their poor, unsafe working conditions, but have a higher probability of enduring workplace illnesses, injuries, and even fatalities. That is why we believe that taxicab drivers need to be protected under Cal-OSHA so that they know their rights to report unsafe conditions without retaliation, have workers compensation insurance, and improve their overall working conditions.

• Permit Holder (also known as the taxicab owners) –

It is critical that permit holders, or taxicab owners, are held accountable for the lease drivers. In particular, owners should take full responsibility of their taxicabs regarding issues of upkeep and maintenance. From what drivers reported in regards to driving unsafe vehicles and owners neglecting the maintenance, we believe that the lease drivers should not be held solely accountable for maintaining and/or fixing their taxis, especially because it is work related. Owners who hold themselves accountable for the vehicles' maintenance will improve the drivers' working conditions.

We also recommend that taxicab owners help lease drivers by providing resources and offering certain benefits, such as health insurance, paid time off, and sick leave. Owners should also consider lowering their lease rates because that is one of the biggest challenges lease drivers face. Thus, instead of an unequal, unjust, and negative relationship between owners and drivers, the dynamic of the relationship will improve and become more positive and sustainable.

• Law Enforcement: San Diego Police Department (SDPD) –

It is significant that the police officers communicate with the ERC, UTWSD, and the taxi drivers. There needs to be a protocol where the police respond efficiently to any harm, robbery, and violence that occurs against taxi drivers. Essentially, taxi drivers should feel safe and

protected by police officers, and trust that perpetrators of crime will receive legal consequences that are fair and just.

Likewise, the issue of ticketing taxi drivers, particularly in downtown San Diego, must be addressed. That is why we recommend that the stakeholders and law enforcement have a safe space where they can discuss the issues at hand and solve the problem of “over ticketing”. We also suggest that SDPD provide training for taxi drivers because it is important to educate the drivers on laws and regulations of the road, so that they are fully informed and understand the rules. Nonetheless, the safe space for discussion and training would allow for taxi drivers and SDPD to create a positive relationship, where drivers can gain respect and trust for the law enforcement.

• City of San Diego –

Our project’s results show “high lease rates” as one of the top three challenges that taxi drivers face as being employed in this industry. Essentially, this issue has negatively impacted the health, safety, and well being of lease drivers. It is important to understand that drivers reported having a high amount of stress as a result of this issue. Since the lease rates are high, and continue to increase, drivers have to work more days and longer hours in order to meet the rate. This also means that they are not making enough income to support themselves or their families, which essentially does not allow for social mobility and they will continue to be identified as low-wage immigrant workers. High lease rates are controlled by the taxicab owners, which is the root problem and we must call attention to it. It is unjust that there is no cap on lease rates. Therefore, we strongly recommend there be a cap put on lease rates in order to improve the lives and working conditions of lease taxi drivers.

In addition, it is important to hold taxicab permit holders, or owners accountable for their vehicles, but also held accountable for their employees, the drivers. Since taxi drivers are not represented by a union, it is even more crucial that they are not exploited by the permit holders. Exploitation of lease drivers maintains the unequal power relationship between drivers and owners, and should be dismantled. Thus, the city of San Diego should be aware of this vulnerable working population, and protect the most vulnerable in order to better our society as a whole.

• Taxicab Design & Engineering –

The vehicle design plays a vital role to the taxi drivers' comfort, health, and safety. We noticed while doing the face to face surveys that a majority of the drivers had at least one, if not more, issues with their current taxicab design, especially the Ford Crown Victoria taxis. Drivers indicated there were many problems with this specific make and model. The reaction we got from the drivers, along with our findings, indicated that many taxi drivers had the following problems: uncomfortable seats, no air conditioning, heat from the accelerator or gas pedal, high mileage, and many other mechanical problems. Note that some of these recommendations also fall under the responsibility of MTS and the taxicab permit holder/owner.

Taxicabs should be designed in a way that are comfortable, yet safe for the drivers. We have specific design changes and recommendations for the seat, air conditioning system, and accelerator or gas pedal. Essentially, all taxicab vehicles should have an AC system and one that runs properly. A well functioning AC system is not only needed and beneficial to the drivers, but to the passengers as well. As a result, this increases the professional transportation services for everyone. Secondly, the accelerator or gas pedal should be designed in a way to ensure that heat does not generate from the engine, so drivers do not feel immense heat on the bottom of their feet and lower legs.

Lastly, the seat should be more comfortable to improve the ergonomics of the vehicle. Drivers should have the ability to recline their seat backward, forward, up and down. Also, the seat should have a built-in lumbar support to aid drivers, since they are sitting in their seats for long periods of time (www.ehow.com). The lumbar support in taxicabs will increase the driver's health and improve ergonomics by preventing body aches pains. These changes will surely improve taxicab drivers' health, safety, and overall well being.

Future Research Recommendations

This research project was the first to be conducted in San Diego that focuses on the city's taxi industry, and the health and safety for this occupation. The project tried to capture a wide range of problems and challenges that drivers may face. Thus, we recommend for future research to use the results of the project and determine one to two key issues to focus on, and then follow up on those issues by asking more specific survey/interview questions. For example, one can follow up on these key issues: taxi drivers' health conditions, lower back pain, access to health insurance, high lease rates, excessive ticketing from police, and lack of access to restrooms, just to name a

few. Focusing on more specific issues will give future research a more in depth profile of taxi drivers' health and safety.

One specific area in San Diego that this project did not have a better representation of is the San Diego Airport holding lot, due to political issues. Therefore, surveys or interviews for research in the future should include this area to receive input from airport taxi drivers. Additionally, the holding lot is composed of both taxicab owners and lease drivers. Thus, it would be crucial to include both the drivers' and owners' perspectives.

Furthermore, future researchers should keep in mind the length of the survey/interview questions. Majority of taxi drivers do not have much leisure time to take a 10 to 15 minute survey. We recommend surveys be between 5 to 7 minutes to allow drivers enough time to answer and complete the survey to create stronger research statistics.

Stakeholder Recommendations

• San Diego Taxicab Drivers –

As a taxicab driver, we recommend that drivers know their rights as a worker in the taxi industry. We highly recommend that drivers join UTWSD and become a member. The organization is very helpful, supportive, educational, and encouraging. The UTWSD has great resources and guidance to empower and advocate for all taxi drivers and their working conditions. On that note, we also suggest that drivers educate and empower each other. It is important that taxi drivers unite and work together to create long term changes. Lastly, please use our *Health and Safety Suggestions* flyer, along with the *Make Your Own First Aid Kit* pamphlet, and the first aid kits themselves. Take care of yourself in regards to your health and mental well being.

VIII. Personal Narratives

Spending this summer as occupational health and safety interns opened our perspectives on vulnerable working populations. In particular, working with taxi drivers, allowed us to fully understand their occupation and the health and safety issues that they face daily. We did not have much knowledge about the taxicab industry and drivers' working conditions prior to this research project. However, we did know that taxi drivers are not protected under OSHA. Thus, it seems even more important to focus in on this particular cohort. The project has given us the opportunity to gain

alternative insights to certain challenges of low wage immigrant taxi workers, which goes unrecognized by the general public.

Moreover, we have enjoyed the relationships we have made this summer with UTWSD and the ERC, as well as the taxi drivers that we surveyed. We discovered through the surveying process that taxi drivers nationwide face similar workplace issues, but each driver has their own experiences and perspectives. As a result, the surveying process was special because each driver we surveyed provided us with a more in depth, personal point of view. For that reason, we are grateful to have had the chance to converse with so many drivers. Not to mention, that we appreciate the time and energy they put forth during the surveying process, since we quickly learned that time is money in their field of work. In the end, not only was it important to gather data and put together our final research project, but to build sustainable relationships within the community, and touch base in the future after the internship program has ended. We are very pleased and excited to have been given this opportunity to be a part of the OHIP program, and to conduct this particular research project on San Diego taxi drivers. It definitely opened many doors for us both educationally and professionally.

IX. Conclusion

In conclusion, this research project identified many risk factors that taxi drivers are exposed to on a daily basis. The most significant health and safety factors that we found through our reasearch were, verbal assault, use/access to restrooms, stress levels, lower back pain, public policies, ergonomics, long work hours, and lack of health insurance. It is crucial that future studies on the health and safety of San Diego taxi drivers, continue to investigae further on these issues. This vulnerable working population endures a lot of unjust occurrences that can be prevented with a few alterations at the organizational, community, and public policy levels. Drivers need to be protected by a larger entity that can assure health and safety regulations are implemented and enforced. As well as, the San Diego community as a whole needs to become more aware of the health and safety concerns that taxi drivers face, and to aid the issue through education and philanthropy.

X. Acknowledgments

First and foremost, we want to thank the United Taxi Workers of San Diego (UTWSD) for all their help, guidance, encouragement, and support. Essentially, they gave us an encompassing scope of their organization and how they support taxi drivers. They certainly played a significant role

in our research project because they assisted us by establishing and organizing interviews within the San Diego taxi driver community. UTWSD gave key suggestions as to where we should go to survey taxi drivers, along with the best hours to survey. Thereafter, they also provided us with feedback in regards to our survey. The organization played an important role in guiding us in our area of research and assisted us in better understanding the San Diego taxi industry.

Moreover, we also want to thank the Employee Rights Center (ERC) for their help and support as well. They linked us to UTWSD, provided us with connections within the community, and guided us with ideas and feedback on our surveys.

Last but not least, we want to acknowledge and thank all the taxi drivers that took the time to take our survey and talk to us. We were able to establish a relationship with them and create an educational dialogue. Doing so informed us about the demographics of the taxi drivers and being in this line of work. We understood that some may hesitate, or even refuse to take our survey due to fear of retaliation from the permit holders. Therefore, we want to recognize that without their willingness to take the survey and discuss their occupation with us, we would not have been able to conduct this project. As a result, we are able to educate others on taxi drivers' health and safety issues in the workplace. Certainly, we gained an appreciation for this vulnerable population of workers and will continue to support, empower, and advocate for taxi drivers in San Diego and nationwide.

XI. References

- Economic development (2011, March). In *The City of San Diego*. Retrieved August 3, 2012, from <http://www.sandiego.gov/economic-development/sandiego/facts.shtml>
- Glanz, K., Rimer, B. K., & Viswanath, K. (2008). *Health behavior and health education* (4th ed.). San Francisco, CA: Jossey-Bass.
- Machin, M. A., & De Souza, J. (2004). Predicting health outcomes and safety behaviour in taxi drivers. *Science Direct*. doi:10.1016
- Press release: Taxi workers stand in solidarity to call attention to violence and unsafe conditions in the taxi industry (2011, October 5). In *United Taxi Workers of San Diego*. Retrieved August 6, 2012, from <http://utwsd.org/wp-content/uploads/2011/11/October-4-Taxi-Workers-Stand-in-Solidarity-to-Call-Attention-.pdf>
- Utwsd press kit (n.d.). In *United Taxi Workers of San Diego*. Retrieved August 6, 2012, from <http://utwsd.org/wp-content/uploads/2011/11/Press-Kit.pdf>
- Welch, C. (n.d.). What is lumbar support in a car? . In *www.eHow.com*. Retrieved August 3, 2012, from http://www.ehow.com/about_5040486_lumbar-support-car.html
- Workplace safety & health topics (2011, July 13). In *Centers for Disease Control and Prevention*. Retrieved August 3, 2012, from <http://www.cdc.gov/niosh/topics/violence/>

Taxi Cab Lease Driver Information and Declaration

First Name [REDACTED] Last Name [REDACTED] D.O.B. [REDACTED]

Address _____

Home Phone _____ Cell Phone [REDACTED]

Ca. Drivers License # _____ Social Security # [REDACTED]

Business License # _____ Sheriff's File # [REDACTED]

Vehicle # [REDACTED] Mileage 151,000

Weekly Lease Amount: \$ 580.00 Deposit \$ 00

Lease starting Date: NOV. 14, 2012 Lease Ending Date: _____
AGREEMENT SHALL BE AUTOMATICALLY RENEWED FOR 7 DAYS FROM EFFECTIVE DATE

THE TERM OF LEASE AGREEMENT IS ONE CALENDAR WEEK (SEVEN DAYS)
ON AVAILABLE BASIS ONLY.

I AGREE TO PAY LESSOR THE WEEKLY RENTAL FEE IN ADVANCE AT THE
BEGINNING OF EACH WEEKLY PERIOD AND PRIOR TO THE ACCEPTANCE AND
REMOVAL OF THE TAXI CAB. FAILING TO PAY THE RENTAL FEE IN ADVANCE AT
THE BEGINNING OF EACH WEEKLY PERIOD MAY RESULT IN IMMEDIATE
CANCELATION OF THE LEASE AGREEMENT.

I HAVE BEEN ADVISED BY LESSOR THAT IT IS MY RESPONSIBILITY AS WELL AS
MY BEING A SELF-EMPLOYED LESSEE / BUSINESS PERSON TO ACQUIRE A
BUSINESS LICENSE FOR THE AREA(S) IN WHICH I INTEND TO OPERATE, I
ALSO UNDERSTAND THAT IT IS MY RESPONSIBILITY TO FILE ALL NECESSARY
TAX RETURNS, AND TO PAY ALL FEDERAL AND STATE INCOME TAX AND SELF-
EMPLOYMENT TAXES. I HAVE BEEN ADVISED BY LESSOR THAT, AS A SELF-
EMPLOYED BUSINESS PERSON, NO MEDICAL INSURANCE BENEFITS OR
WORKERS COMPENSATION INSURANCE IS BEING PROVIDED TO ME.

I AM NOT AN EMPLOYEE OF THE TAXI CAB COMPANY.

I WANT TO REMAIN AND CONTINUE TO BE AN INDEPENDANT CONTRACTOR
RATHER THAN AN EMPLOYEE, AND I DO NOT BELIEVE THAT TO BE AN
EMPLOYEE IS IN MY BEST INTEREST.

 SIGNATURE Lease Driver

 DATE

Please acknowledge your status as a self-employed businessperson by writing the following statement in your own handwriting:

"While I am leasing a taxicab, I am self-employed for all purposes, including workers compensation and unemployment. I am not an employee of either the taxicab company or the taxicab owner."

Signature: _____ Date: _____

Witness: _____

I have been advised by LESSOR that it is my responsibility as a self-employed businessperson to acquire a business license for the area(s) in which I intend to operate, file all necessary tax returns, and pay all federal and state income taxes and self-employment taxes.

Signature: _____ Date: _____

I have been advised by LESSOR that, as a self-employed businessperson, no medical insurance, benefits, or worker's compensation insurance is being provided to me.

Signature: _____ Date: _____

EXECUTED in duplicate this _____ day of _____, 20____, in San Diego, San Diego County, State of California.

MARTIN CAB CO BY

By

LESSOR

YOU (Leasing Party)

Print Name

Initials _____

TAXICAB LEASE AGREEMENT

THIS AGREEMENT is made and entered into at San Diego, California, this 14 day of NOV, 2012, and between MARTIN CAB CO CAB with its principal place of business at 2753 REYNOLDS WAY, S.D. CA. hereinafter called "LESSOR" and [REDACTED] the Leasing Party, an adult individual hereinafter called "YOU" residing at _____ with respect to the following facts:

- a. LESSOR possesses the right to use the certain licenses and vehicles, which are identifiable as MARTIN CAB CAB and are equipped for the Business of Taxicabs for hire with the right to Lease said Taxicab vehicles to a self-employed Businessperson;
- b. YOU represent to the LESSOR that YOU possess a safe place to garage the leased taxicab when not in use, and that YOU are a careful and qualified driver, are a licensed driver by the State of California and are licensed as a taxicab driver by the municipality in which you intend to operate the leased taxicab. YOU, after inspecting the taxicab and considering the rental fee therefor, desire to lease the taxicab and other services from the LESSOR under the terms and conditions set forth therein.

In consideration of the mutual promises and covenants of the parties contained herein, the parties have agreed as follows:

The term of this agreement is one (1) calendar week (seven days) from the effective date hereof. During the one-week term of this agreement, LESSOR shall lease to YOU on an available basis, a taxicab vehicle. YOU agree to pay LESSOR the weekly rental fee of 580.00 (\$ _____) in advance at the beginning of each weekly period and prior to the acceptance and removal of the taxicab.

This agreement shall be automatically renewed for an additional seven (7) days and thereafter, on a week-to-week basis, unless either party gives timely written notice to the other of its desire not to renew. To be timely, such written notice not to renew must be delivered to the other party no later than forty-eight (48) hours prior to the end of the week covered by this Agreement or any other subsequent one-week renewal period.

Notwithstanding the foregoing, this Agreement, including any renewal thereof, may be cancelled by either party at any time for the other's breach of any provision of this Agreement.

Early Cancellation of Lease. LESSOR and YOU agree that this Agreement shall not be cancelled prior to the end of the lease TERM or subsequent renewal TERM as set forth in paragraph 1 of this Agreement. However, notwithstanding any other paragraph of this Agreement, either party may cancel this Agreement (or an subsequent renewal thereof) at any time, without advance notice, in the event that the other party defaults on or breaches any provision of this Agreement.

YOU understand and acknowledge that a breach of this Agreement shall include, but not be limited to, the following conduct:

- (a) YOU drive the leased taxicab while under the influence of any alcoholic beverage or illegal drug;
- (b) YOUR California driver's license or municipal taxicab driver's license is suspended or revoked or expires;
- (c) YOUR driving record becomes an unacceptable insurance risk to the insurance carrier providing coverage on the LESSOR's vehicles;
- (d) YOU engage in reckless or dangerous driving or YOU otherwise jeopardize the safety of a passenger, pedestrian or the driver of another motor vehicle;
- (e) YOU are involved in an automobile accident which, in the sole determination of the LESSOR's insurance representatives, was caused either in whole or in part by YOUR fault or negligence;
- (f) YOU use the leased taxicab in connection with unlawful activity; or
- (g) YOU violate any municipal taxicab regulation or ordinance with authority over the leased taxicab.

Remedy for Breach. In the event of a breach by the LESSOR of this Agreement, YOUR sole remedy shall be a recovery of damages in the amount of fifty dollars (\$50.00) from the LESSOR for each day remaining in the lease TERM. YOU understand and acknowledge that, in the event that the LESSOR elects to cancel this Agreement due to a breach by YOU, YOU will be liable for all lease fees for the entire TERM of the lease, and YOU are not entitled to any prorated credit for the remainder of the lease TERM. YOUR initials at the end of this paragraph indicate that YOU have read and understand the meaning of this paragraph and that YOU are making a commitment for the entire lease TERM. _____ (YOUR Initials)

NO DEPOSIT

~~Security Deposit.~~ In addition to the rental payment, YOU will pay to LESSOR a security deposit of not less than Fifty Dollars (\$50.00) per week until the aggregate amount deposited reaches NO DEPOSIT Dollars (\$00.00). The purpose of this deposit is to ensure your compliance with the terms of this Agreement, including the return of the taxicab in the same condition as accepted by YOU. The deposit shall be returned to YOU no later than thirty (30) days after the termination of this Agreement.

Initials _____

• No Warranties. YOU agree that no representations or warranties have been made by the LESSOR or its agents with respect to said taxicab or this Agreement, unless specifically expressed herein in writing.

• YOUR Status as a Self-Employed Businessperson. By this Agreement, YOU and the LESSOR acknowledge and agree that there does not exist between the parties the relationship of employer-employee, principle-agent, or master-servant, either expressed or implied, but the relationship of the parties is strictly that of lessor-lessee, YOU being a self-employed businessperson free from interference or control on the part of the LESSOR in the manner or means of operation of the taxicab or the business that YOU conduct with the taxicab. Once the LESSOR conveys possession of the leased taxicab to YOU, YOU shall exercise complete discretion in its lawful operation and YOU shall determine the methods, details and means of performing any and all taxicab services YOU may decide to perform for members of the public in YOUR taxicab business, as follows:

- (a) YOUR earnings, if any, from operating the taxicab are YOURS alone. YOU shall not share YOUR fares with the LESSOR and YOU shall not account to the LESSOR for the amount of fares, if any, YOU collect from YOUR passengers.
- (b) YOU shall not be restricted in any manner as to the area in which YOU may operate said leased taxicab, nor shall YOU be required to remain at any specified place or assigned to any fixed hours.
- (c) YOU shall not be required to answer calls or report the location or whereabouts of said taxicab at any time during the agreed period. Any right to control exists solely with the passenger who is hiring the taxicab at YOUR discretion, and the LESSOR shall do no more than make available to YOUR referrals of prospective passengers received through telephone call service or radio service.
- (d) YOU may use the leased taxicab for any lawful purpose.
- (e) YOU shall be free to decide if and when to work, if and when to take breaks for sleep, meals or otherwise.
- (f) YOU may drive a taxicab at another company and may have any jobs or occupations YOU wish to have.
- (g) YOU agree to market YOUR services independently and advertise YOUR services to the public in **YOUR own name**. YOU are encouraged to use a cellular telephone, a pager, personal business cards and other items necessary to promote and procure business independently. YOU may, if YOU desire, modify the leased vehicle including the installation of a cellular phone and other marketing devices so long as they are in compliance with municipal regulations and subject to paragraph 7 of this Agreement. In addition, the "LESSOR" will relay to YOU orders received by telephone to the dispatch center from customers specifically requesting YOUR services.
- (h) YOU will display during your use of the taxicab, at an appropriate place on or within the taxicab, visible to passengers, a sign indicating YOUR status as a self-employed individual driving a taxicab under a written lease agreement.
- (i) YOU are free to use the taxicab for personal use.
- (j) YOU are free to dress as YOU see fit. LESSOR does not provide any type of uniform or any guidelines on how to dress. YOU acknowledge and agree that, as a self-employed businessperson, free from authority and control of the LESSOR, YOU will not be treated as an employee for purposes of worker's compensation coverage, State Disability Insurance, the Federal Insurance Contribution Act (FICA), the Social Security Act, and State and Federal income tax withholding at the source. LESSOR will not withhold FICA or state or federal income taxes on any payments YOU may receive. YOU understand and agree that YOU are fully and solely responsible for paying any and all federal and state income taxes and self-employment taxes which may be determined to be due as a result of any payments or earnings YOU may receive. Furthermore, because YOU are a self-employed businessperson, it is YOUR responsibility to acquire a business license for the area(s) in which YOU intend to operate your taxicab.

• Compliance with Laws. Notwithstanding YOUR status as a self-employed businessperson, YOU acknowledge that the taxicab is subject to a permit or license issued by one or more local city or county authorities upon condition that the permit holder shall comply with all local ordinances regulating taxicabs and taxicab drivers. YOU understand and acknowledge that the LESSOR has no right to direct YOU or exercise control over YOU in order to protect against suspension or revocation of any permit for said taxicab, and YOU therefore assume full responsibility for same. YOU agree that YOU will comply with all applicable federal, state and municipal laws, rules, regulations and ordinances in operating the leased taxicab and that YOU will be solely responsible for any fines, penalties or forfeitures resulting from any violations. YOU shall notify LESSOR of any claim, accusation or finding that YOU have violated any provision of the local ordinance regulating taxicabs. YOU agree to indemnify and hold the LESSOR harmless from any and all damages, fines, interest, penalties and costs resulting from YOUR conduct, including but not limited to conduct causing suspension or revocation of any permit for said taxicab. YOU agree to be responsible for parking or traffic violations, citations or fines incurred during the TERM of this lease. YOU will at all times maintain a good and safe driving record in compliance with regulatory and insurance requirements.

Assignment - Sublease. The rights to use the leased taxicab are personal to YOU, based on YOUR personal skills and qualifications. YOU may assign this Lease Agreement or sublease said taxicab only upon written approval of the LESSOR. Such approval shall not be unreasonably withheld. In the event that YOU assign this Agreement, YOUR obligations under this Agreement will not be affected in any way.

• Cooperation. In the event that legal proceedings arise in connection with YOUR lease of the taxicab, YOU and the LESSOR agree to cooperate with each other's agents and attorneys when asked, and will assist each other as reasonably requested in a) making

ents, b) securing and giving evidence, c) attending hearings and trials, d) answering questions under oath when asked by and e) signing pleadings. Except voluntarily and at YOUR own cost and expense, YOU agree that YOU will not in relation to any claim or incident, a) make any payment or assume any obligations to others, or b) incur any expense.

Encumbrance. YOUR rights shall not be subject to encumbrance or subject to the claims of YOUR creditors.

Binding Arbitration of All Disputes Relating to the Cancellation, Termination or Non-Renewal of this Agreement:
Out of Court or Jury Trial.

YOU and the LESSOR agree that in the event that this Agreement is canceled, terminated or not renewed (by either YOU or the LESSOR), any controversy, claim or dispute that may arise relating to, or arising out of such cancellation, termination or non-renewal (including, without limitation, any claim(s) based on common law, any Federal or State statute, any Federal or State constitution and/or any public policy) and any dispute concerning the scope of this paragraph 21 shall be determined by neutral arbitration and not by a lawsuit or resort to court process. Neutral arbitration shall be the exclusive forum for the resolution of any controversy, claim or dispute between YOU and the LESSOR relating to, or arising out of, such cancellation, termination or non-renewal.

WAIVER OF JURY OR COURT TRIAL: AS TO ANY CONTROVERSY, CLAIM OR DISPUTE RELATING TO, OR ARISING OUT OF, THE CANCELLATION, TERMINATION OR NON-RENEWAL OF THIS AGREEMENT, YOU AND THE LESSOR GIVE UP (I.E., WAIVE) ANY CONSTITUTIONAL OR STATUTORY RIGHT TO HAVE ANY SUCH DISPUTE DECIDED IN A COURT OF LAW AND/OR BY A JURY IN A COURT PROCEEDING.

IF YOU and the LESSOR are unable to resolve any controversy, claim or dispute relating to the cancellation, termination or non-renewal of this Agreement, either YOU or the LESSOR may initiate arbitration by giving to the other party a timely written demand for arbitration. A written demand for arbitration may be informal and need not be typed. One-year limit for making a demand for arbitration: A demand for arbitration by YOU must be given to the LESSOR's Operations Manager or its designated representative within one (1) year after the date of the cancellation, termination or non-renewal of this Agreement. Otherwise, any claim YOU may have against the LESSOR shall be given up and lost (i.e., waived). A demand for arbitration by the LESSOR must be given to YOU within one (1) year after the date of the cancellation, termination or non-renewal of this Agreement. Otherwise, any claim the LESSOR may have against YOU shall be given up and lost (i.e., waived).

After a demand for arbitration has been made, YOU and the LESSOR shall contact the San Diego office of the American Arbitration Association ("AAA") to request a list with the names of seven (7) skilled arbitrators who are attorneys authorized to practice law in the State of California. YOU and the LESSOR shall alternately strike the name of one arbitrator (the first strike shall be determined by lot) until one name remains on the list. That person shall be selected as the neutral arbitrator to hear the dispute.

Payment of initial fees and costs of arbitration: The party demanding arbitration shall pay to the AAA 50% of the AAA's initial administrative fee. The other party shall promptly pay to the AAA the remainder of the AAA's initial administrative fee.

The arbitrator shall have the same scope of authority as would a California state court and/or a federal district court hearing the same type of claim(s) as are brought before the arbitrator, including the authority to order such discovery as the arbitrator may deem appropriate.

The arbitrator shall not have the authority to add to, delete from, change or modify this Agreement.

The arbitrator shall give full effect to the integration clause of this Agreement and shall not admit into evidence or consider any parole evidence which would conflict with, or diminish the effect of, this Agreement.

The arbitrator shall apply the law of the State of California and/or federal law, as applicable. At the conclusion of the arbitration, the arbitrator shall issue a written decision on the merits. The arbitrator's decision shall be final and binding on YOU and the LESSOR.

All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs.

The binding arbitration provisions of this paragraph shall be construed to ensure their enforceability, and shall be construed and enforced pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, et seq., if applicable, and/or Title 9 of Part III of the California Code of Civil Procedure, commencing at § 1280, et seq. Furthermore, the provisions of this paragraph shall survive the cancellation, termination or non-renewal of this Agreement and shall remain in full force and effect thereafter.

Application of California Commercial Code. This Agreement shall be construed and enforced pursuant to Division 10 of the California Commercial Code, § 10101, et seq. ("Personal Property Leases").

Severability Clause. If any part of this Agreement is declared by any court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.

15. Execution of Lease. This Agreement is not binding until signed by each individual leasing party named therein and by an authorized representative of the LESSOR.
16. Final, Complete And Entire Agreement; Integration Clause: This Agreement constitutes the final, complete, and entire agreement between YOU and the LESSOR; and each paragraph of this Agreement constitutes the final, complete and entire agreement between YOU and the LESSOR as to the matters referred to in the paragraph in question.
17. Daily Inspection of Taxicab by YOU. YOU agree that, upon receipt of the leased taxicab and thereafter at the beginning of each day, YOU will inspect the condition of the leased taxicab, including the brakes, headlights, taillights, turn signals, all other equipment and fluids, including oil level. YOU shall immediately report any defects or other objections to the LESSOR.
18. YOUR Return of the Taxicab. YOU agree to return the taxicab to the LESSOR upon the expiration of YOUR lease in the same condition as when delivered to YOU, except for reasonable wear and tear. Time is of the essence.
19. YOUR Responsibility for Damage to Vehicle. Except for reasonable wear and tear, YOU agree to compensate the LESSOR for any theft or damage to the taxicab or its equipment regardless of fault up to a maximum \$3,000.00. YOU grant the LESSOR the right to wholly or partially recoup any amounts owed by YOU to the LESSOR from YOUR security deposit held by LESSOR.
20. Services Related to Vehicle. The LESSOR will furnish, without cost to YOU, routine repair and maintenance services, tires, and anti-freeze necessary for the continued operation of the leased taxicab. As used herein, "routine" services does NOT include repairs caused by your neglect of the vehicle or your failure to have the vehicle serviced in accordance with the manufacturer's specifications. LESSOR shall provide towing service at no cost to YOU, unless towing is made necessary by YOUR fault, in which case YOU shall pay for the towing expense. In the event of mechanical or other problems during the lease TERM, YOU may not recover any lost profits or other consequential damages from the LESSOR, except as provided for in paragraph 3 of this Agreement.
21. YOU Pay for Gasoline and Oil. YOU shall be responsible for purchasing all gasoline used while YOU have possession of the leased taxicab. YOU shall also be responsible for maintaining at YOUR own expense the correct amount of oil in the engine while YOU have possession of the taxicab.
22. Insurance. The LESSOR is furnishing only third party liability insurance with regard to the taxicab in a sum not less than is required by law. YOU acknowledge and agree that the LESSOR is neither responsible for, nor liable for, any injury to YOU resulting from the use or operation of the taxicab, or for third party liability in excess of the limits of coverage required by law, which excess is YOUR responsibility. YOU may, at YOUR option, purchase insurance coverage to protect YOU from liability in excess of the limits of coverage on the policy provided by the LESSOR. YOU must give immediate notice to the dispatcher of any accident, loss or incident in which YOU or the taxicab is involved and give notice of same as soon as possible to the LESSOR's insurance company or adjusting facility. The LESSOR will cooperate in giving this notice.

There are no other representations, conditions, warranties, guaranties or collateral agreements, expressed or implied, between YOU and the LESSOR. Any other prior agreements, arrangements or understandings, oral or written, are merged into and superseded by the terms of this Agreement. None of the parties shall be bound by any conditions, definitions, warranties, understandings or representations other than as expressly provided herein. This Agreement may not be added to, or changed in any way, except by an express written agreement signed by YOU and an authorized representative of the LESSOR.

NOTICE: BY SIGNING THIS AGREEMENT, YOU VERIFY THAT YOU HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OR ADVISOR BEFORE SIGNING THIS AGREEMENT, AND THAT YOU HAVE CAREFULLY READ, UNDERSTAND AND AGREE WITH THE CONDITIONS SET FORTH HEREIN.

NOTICE: BY SIGNING THIS AGREEMENT, YOU AGREE TO HAVE ANY DISPUTE RELATING TO THE CANCELLATION, TERMINATION OR NON-RENEWAL OF THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE PARAGRAPH 12 OF THIS AGREEMENT.



CITY OF LEMON GROVE

"Best Climate On Earth"

Office of the City Council

November 15, 2012

Dear MTS Board Members:

On August 13, 2012 I announced my retirement from the Lemon Grove City Council after 12 years of service. Today will be my last meeting as a member of your board. I have met with the Mayor and she will be assigning our replacement next month.

I have enjoyed my time working with you and I wish you continued success as you provide safe and quality public transportation to our region.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mary England".

Mary England
Council Member City of Lemon Grove

