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12-05-14P03:59 RCVD

## Agenda

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 11, 2014

9:00 a.m.

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

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

#### **ACTION RECOMMENDED**

1. Roll Call
2. Approval of Minutes - November 20, 2014 Approve
3. Public Comments - Limited to five speakers with three minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.

Please SILENCE electronics  
during the meeting



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

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

## CONSENT ITEMS

6. Blue Line Closed-Circuit Television (CCTV) System Upgrades - Contract Award Approve  
Action would authorize the Chief Executive Officer to execute MTS Doc. No. PWL158.0-15 with Electro Specialty Systems (ESS) for the provision of services for the installation of MTS Blue Line CCTV system upgrades.
7. Electric Service Provider (ESP) Contract Award Approve  
Action would authorize the Chief Executive Officer (CEO) to: (1) execute the following documents with Noble Americas Energy Solutions, LLC (Noble) for the provision of ESP services for a three-year base period with one three-year optional term (for a total of six years): Attachment A: Direct Access Services Agreement (Ref: MTS Doc. No. G1728.0-15); Attachment B: Amendment to the Direct Access Services Agreement; Attachment C: Addendum for Day Ahead Price, Fixed Volume Electricity with Schedule of Hourly Quantities; and (2) exercise the optional term at the CEO's discretion.
8. San Diego State University (SDSU) Fire and Safety Monitoring Services - Contract Award Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1237.0-15 with Simplex Grinnell (Simplex) on a sole-source basis for fire and safety monitoring services at the SDSU trolley station for a five-year period.
9. Elevator and Escalator Maintenance and Repair Services - Contract Award Approve  
Action would authorize the Chief Executive Officer (CEO) to: (1) Execute MTS Doc. No. PWG153.0-15 with ThyssenKrupp Elevator (TKE) for San Diego Transit Corporation (SDTC) and San Diego Trolley, Inc. (SDTI) elevator and escalator maintenance and repair services for a three-year base period with two one-year options (total of five years); and (2) Exercise each option year at the CEO's discretion.
10. Investment Report - October 2014 Information
11. Americans with Disabilities Act (ADA) Paratransit Services - Contract Amendment Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 2 to MTS Doc. No. G1205.0-10 with First Transit, Inc. (FTI) for an additional expenditure authority of \$17,446,884.00.
12. Semiannual Uniform Report of Disadvantaged Business Enterprise (DBE) Awards or Commitments and Payments Information
13. Federal Transit Administration (FTA) Section 5310 Grant Application Adopt  
Action would: (1) Adopt Resolution No. 14-13 authorizing the Chief Executive Officer (CEO) to submit an application for Federal Fiscal Year (FFY) 2013 and FFY 2014 funding through the FTA Section 5310, Enhanced Mobility for Seniors and Individuals with Disabilities Program; and (2) Adopt Resolution No. 14-14 certifying that there are no private, nonprofit organizations readily available to provide the same complementary paratransit service in MTS's service area, a requirement in order to receive FTA Section 5310 funds.

- |     |  |             |
|-----|--|-------------|
| 14. | <u>Transfer of Eleven (11) Retired Paratransit Vehicles</u><br>Action would approve the staff recommendation to donate ten (10) retired paratransit vehicles including one (1) 2006 El Dorado vehicle, and nine (9) 2008 Star Craft vehicles to Facilitating Access to Coordinated Transportation (FACT) to assist non-profit service providers in the MTS Service Area. One (1) 2006 El Dorado will be donated to the Arnold E. Betcher Veterans of Foreign Wars Post 3788. The recipients will be agencies that provide services to persons with disabilities that may qualify for ADA paratransit services. | Approve     |
| 15. | <u>Audit Report - Compass Card Inventory Overage</u>   | Information |
| 16. | <u>Audit Report - Information Technology Disaster Recovery</u>   | Information |
| 17. | <u>Unallocated Transportation Development Act (TDA) Funds for Transit-Related Projects</u><br>Action would authorize the Chief Executive Officer (CEO) to approve the use of \$941,626 in the City of El Cajon's unallocated TDA funds currently held by the County of San Diego (County). These TDA funds will cover the cost of asphalt replacement at Marshall Avenue in front on the El Cajon Transit Center.  | Approve     |
| 18. | <u>Agreement for the San Diego Metropolitan Transit System - Joint Agency Task Force</u><br>Action would authorize the Chief Executive Officer (CEO) to approve the proposed Memorandum of Agreement (MOA) between the City of San Diego, County of San Diego, City of El Cajon, City of La Mesa, City of National City and City of Chula Vista regarding the San Diego Metropolitan Transit System - Joint Agency Task Force (JATF).  | Approve     |

#### CLOSED SESSION

24. CLOSED SESSION - CONFERENCE WITH REAL PROPERTY NEGOTIATORS (pursuant to Government Code section 54956.8) AND CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION (pursuant to Government Code section 54956.9(d)(1))
- Property: Assessor Parcel No. 550-500-23, City of San Diego; 555-011-17, City of National City; 571-090-12, City of Chula Vista; 576-523-04, City of Lemon Grove
- Case: Metropolitan Transit System vs. Union Pacific Railroad, et al., SDSC Case No. 37-2014-00084616-CU-EI-CTL
- Agency Negotiators: Paul Jablonski, Chief Executive Officer; Karen Landers, General Counsel; and Tim Allison, Manager of Real Estate Assets
- Negotiating Parties: Union Pacific Railroad
- Under Negotiation: Price and Terms of Payment

#### Oral Report of Final Actions Taken in Closed Session

#### NOTICED PUBLIC HEARINGS

25. None.

#### DISCUSSION ITEMS

30. None.

## REPORT ITEMS

- |     |   |             |
|-----|---|-------------|
| 45. | <u>Pacific Imperial Railroad (PIR) Desert Line Agreement - Status Update (Karen Landers)</u>  | Information |
| 46. | <u>Operations Budget Status Report for October 2014 (Mike Thompson)</u>   | Information |
| 60. | <u>Chairman's Report</u>  | Information |
| 61. | <u>Audit Oversight Committee Chairman's Report</u>  | Information |
| 62. | <u>Chief Executive Officer's Report</u>   | Information |
| 63. | <u>Board Member Communications</u>  |             |
| 64. | <u>Additional Public Comments Not on the Agenda</u><br>If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments. |             |
| 65. | <u>Next Meeting Date:</u> January 29, 2015  |             |
| 66. | <u>Adjournment</u>  |             |



MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101

MINUTES

November 20, 2014

1. Roll Call

Chairman Mathis called the Board meeting to order at 9:08 a.m. A roll call sheet listing Board member attendance is attached.

2. Approval of Minutes

Ms. Emerald moved to approve the minutes of the October 30, 2014, MTS Board of Directors meeting. Mr. Minto seconded the motion, and the vote was 11 to 0 in favor with Messrs. Alvarez, McClellan, Roberts and Ms. Cole absent.

3. Public Comments

*Alexis Flores* – Ms. Flores commented on behalf of the students at Cuyamaca College regarding rural bus route number 894. She stated that many of the students purchase semester transit passes to ride this bus route. Ms. Flores said the students were told on October 23, 2014 that they would need to pay additional fees for their transit passes. She requested that the notification for the fee requests be issued either at the beginning or the end of a semester and not during the middle of a semester. Ms. Flores also commented on the issue of safety on bus route 894. She said students have reported that some drivers have been driving unsafely, and want to make sure the drivers are extra safe on this bus route. Mr. Jablonski commented that there have been no new fees issued, but the rural bus fare is higher than the standard bus fare. Mr. Jablonski told Ms. Flores that Denis Desmond, Manager of Planning, would sit down with her to collect more information and to help answer any of her questions.

*Clive Richard* – Mr. Richard apologized to Mr. Jablonski for the comments he made towards him regarding the Rapid bus route 215 service at the SANDAG meeting the previous week.

*Abdul Mohamed* – Mr. Mohamed, representing Mid-City CAN, read directly from a letter that was distributed to all Board members at the meeting. The letter discusses the Youth Opportunity Pass (YOP) and requests for a promotional 33% discount for all school districts in MTS coverage area; to implement a transit education program for the current YOP program; a study of the cost of a free youth pass for all people under 18 years old and all community college students within the MTS coverage area; and to include the YOP program in the transit operations funding plan submitted to the State of California for Cap & Trade transit operations funding.

*Maria Cortez* – Ms. Cortez commented on the Rapid 215 bus. She said this route used to take her 30 minutes to get to downtown from El Cajon Blvd., but now it takes her 10 - 15 minutes. Ms. Cortez also thanked the Board members that helped support the youth bus pass program.

Chairman Announcement

Chairman Mathis recognized Mr. Ewin for his years of service on the MTS Board and as the Chairman of the Audit Oversight Committee. Chairman Mathis presented Mr. Ewin with a plaque in appreciation of his service at MTS. Mr. Ewin thanked every Board member and voiced his appreciation for the time he served on the Board.

4. Appointment of Ad Hoc Nominating Committee for Recommending Appointments to MTS Committees for 2015

Chairman Mathis provided a brief background on the appointment of the Ad Hoc Nominating Committee and requested nominations.

Action Taken

Mr. Ovrom moved to appoint Chairman Mathis, Ms. Cole, Mr. Minto, Ms. Rios and Mr. Roberts as the Ad Hoc Nominating Committee to make recommendations to the Board with respect to the appointment of Board members serving on MTS and non-MTS committees for 2015. Ms. Emerald seconded the motion, and the vote was 13 to 0 in favor with Mr. McClellan and Mr. Roberts absent.

CONSENT ITEMS

6. San Diego 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 21, 2014
7. Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency Joint Powers Agreement  
Action would approve the proposed amendments to the 2013 Amendment to the Joint Powers Agreement Concerning the Los Angeles – San Diego – San Luis Obispo Corridor Rail Agency (LOSSAN) to ensure that the official agency name is correctly stated as the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency throughout the document.
8. Investment Report – September 2014
9. Increased Authorization for Legal Services – Opper & Varco, LLP  
Action would authorize the Chief Executive Officer (CEO) to: (1) execute Amendment No. 2, MTS Doc. No. G1429.2-12 with OPPER & VARCO, LLP to pay current and future legal expenses through the remainder of fiscal year 2015; and (2) ratify one prior contract amendment entered into under the CEO's authority.
10. Colocation Data Center Facility Services – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to: (1) execute MTS Doc. No. G1765.0-15 with American Internet Services, LLC (AIS) for colocation data center facility services for a two-year base period with two one-year options periods (for a total of 4 years); and (2) exercise each option year at the CEO's discretion.
11. San Diego Metropolitan Transit System (MTS) Website Replacement Project  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1694.0-14 with Steer, Davies, Gleave for replacement of the MTS website.

12. Addition of the Following Positions: One (1) F/T HR Representative II; Two (2) F/T Bus Operator Training Instructors; One (1) P/T Administrative Assistant

Action would authorize the CEO to add: One (1) HR Representative II to the FY15 budget, increasing the total Full Time Equivalent (FTE) position from 3 to 4 at Grade #7 (\$47,531 - \$74,391); Two (2) Bus Operator Training Instructors to the FY15 budget, increasing the total Full Time Equivalent (FTE) position from 6 to 8 at Grade #6 (\$41,512 - \$64,970); and One (1) P/T Administrative Assistant to the FY15 budget at \$15.00 per hour.

Board Member Comments

Mr. Ramirez requested if consent item number 6 could be pulled for discussion. Chairman Mathis stated they would pull consent item number 6 for discussion after voting on the remaining consent items.

Action on Recommended Consent Item Nos. 7 - 12

Ms. Emerald moved to approve Consent Agenda Item Nos. 7 – 12. Mr. Ovrom seconded the motion, and the vote was 13 to 0 in favor with Mr. McClellan and Mr. Roberts absent.

Board Member Comments

Mr. Ramirez inquired if Board members could have access to the list of expenditures made by J.L. Patterson referenced in the SD&AE October 21, 2014 minutes. Ms. Landers stated that MTS does not have that information, but could request that specific information. She noted that J.L. Patterson and Pacific Imperial Railroad (PIR) have a private contract and MTS does not have access to that information. Mr. Ramirez also commented on one of the SD&AE reports from PIR. He said there was mention of PIR working with Mexico City attorneys. Mr. Ramirez inquired if staff knew what took place at the meetings with PIR and the Mexico City attorneys. Ms. Landers replied that she is not aware of any Mexico City attorneys working with PIR. However, PIR has worked with some of the attorneys at Baja Railroad. Ms. Landers commented that MTS has hired Mexico City attorneys regarding Mexico railroad laws, so MTS has a better understanding of how the rights flow from the Federal government to the State to Baja Railroad. Ms. Landers stated that she believes the SD&AE report by PIR is referencing the negotiations PIR has had with Baja Railroad. She said that two of the negotiations with Baja Railroad were with different attorneys. Mr. Ramirez also inquired about an alternate plan from PIR and if it will be accessible to the public. Ms. Landers replied that MTS has not yet received an alternate written plan from PIR. She stated that PIR is currently working on a written plan, which may or may not need Board approval, depending on the contents of that plan.

Action on Recommended Consent Item No. 6

Ms. Emerald moved to approve Consent Agenda Item No. 6. Mr. Minto seconded the motion, and the vote was 13 to 0 in favor with Mr. McClellan and Mr. Roberts absent.

CLOSED SESSION

24. None.

NOTICED PUBLIC HEARINGS

25. None.

## DISCUSSION ITEMS:

30. Fiscal Year 2014 Comprehensive Annual Financial Report (Erin Dunn and Larry Marinesi; Kenneth Pun and Gary Caporicci of Pun & McGeady)

Mr. Ewin introduced this item and stated that the Comprehensive Annual Financial Report (CAFR) is very important and informative from an MTS financial view. Mr. Ewin thanked the MTS staff and independent auditors for their hard work. Erin Dunn, MTS Controller, began the presentation on the Fiscal Year 2014 CAFR and introduced Kenneth Pun and Gary Caporicci of Pun & McGeady. Mr. Pun continued the presentation and reviewed the Pun & McGeady audit team; management responsibilities; auditor's responsibilities and approach to the audit. Mr. Pun provided the summary statement of net position and the summary statements of revenues, expenses and changes in net position. He reviewed the summary statement of cash flows and the schedule of funding progress of defined benefits plans. Mr. Pun discussed the funding progress for the San Diego Transit Corporation (SDTC) and San Diego Trolley, Inc. (SDTI) defined benefits plans. He reviewed the schedule of funding progress of other post employment healthcare plans for MTS, SDTC and SDTI. Lastly, Mr. Pun provided the MTS audit results and commented that there was an unmodified opinion of the audit.

Mr. Cunningham asked Mr. Pun if during the audit process they received full cooperation from the MTS staff and management for any information or questions. Mr. Pun replied that they received full cooperation. Mr. Cunningham asked if they were provided all documents and information they requested from MTS staff or management during the audit process. Mr. Pun replied yes. Mr. Cunningham inquired if they found that MTS's financial policies and practices were within the generally accepted practices of the industry. Mr. Pun replied yes. Lastly, Mr. Cunningham asked Mr. Pun if there was anything else to report on at this time. Mr. Pun stated they did not have anything else to report at this time.

### Action Taken

Mr. Ewin moved to receive the Fiscal Year 2014 Comprehensive Annual Financial Report. Mr. Ovrom seconded the motion, and the vote was 13 - 0 in favor with Mr. McClellan and Mr. Roberts absent.

## REPORT ITEMS

45. Year End Operations Report (Wayne Terry, Bill Spraul and Denis Desmond)

Denis Desmond, Manager of Planning, began the presentation on the Year End Operations Report. He reviewed the MTS Policy 42 evaluation criteria and the numbers for total passengers throughout the entire MTS system. Mr. Desmond discussed the ADA Paratransit results relating to ridership and cost. He reviewed ridership results for FY15 through October 2014, noting year-to-date system ridership has increased 3% in FY15 over FY14. Mr. Desmond discussed the average weekday passenger results and stated that year-over-year there has been improvement by route, category and system. He also reviewed the results for passengers per revenue hour; on-time performance; mean distance between failures; preventable accidents per 100,000 miles; comments per 100,000 passengers; farebox recovery ratio; new service/major service changes including the Rapid corridor ridership for the I-15, Corridor and Mid-City; and trial service routes for the Route 14, Route 170 and Route 270.

Wayne Terry, Chief Operating Officer – Rail, provided the FY2014 trolley highlights. He reviewed the results of the FY2014 train accidents and special events service. He commented that the Siemens S70US LRV Procurement was now completed. He discussed the project involving the Hegenscheidt U2000-150 wheel-truing machine which provides computer assisted wheel-truing to enhance wheel flange profiling and extend the life of the wheel. He discussed the traction power substation project, the master concessionaire services, and the centralized train control – train tracking. He discussed the details of the Blue Line Rehabilitation project and presented updated pictures for various stations including Barrio Logan, Harborside, Pacific Fleet, 8<sup>th</sup> Street, 24<sup>th</sup> Street, Bayfront/E Street, H Street and Palomar Station.

Bill Spraul, Chief Operating Officer – Transit Services, provided the FY2014 MTS Bus highlights. He reviewed the highlights and results for ridership with Fixed-Route, Access Paratransit and Rapid service. Mr. Spraul discussed financial management and sustainability; service quality results; Rapid service; Call Center implementation and key improvements. He reviewed additional highlights including the addition of new buses placed in service; the addition of commuter express buses; the completion of the South Bay Maintenance Facility; the addition of dispatching resources and RTMS; and rehabilitating East County bus stops on rural routes.

Mr. Jablonski commented on the Access service cost per trip. He stated that more people are using this service year after year. He said he was glad to see the San Diego City Council approval of requiring taxis to have lifts on some of their fleet cars. Mr. Jablonski said this will help increase transit options for people with disabilities.

Mr. Minto stated that he has noticed additional Access buses dropping off and picking up people in the Santee shopping areas and appreciates that positive change. He asked if there has been a cost difference with the smaller contracted buses. Mr. Desmond said there is a positive cost saving result from the change to the smaller contracted buses.

Ms. Zapf asked when the automatic passenger counters (APC's) were implemented. Mr. Desmond said FY14 was the first year for using APC's. He also stated that the number results from the APC's are very accurate. Ms. Zapf inquired about the Urban Standard and Urban Frequent categories decreased numbers. Mr. Desmond replied that some routes have moved to different categories causing some of the numbers and statistics to shift. Ms. Zapf asked if the 50 new CNG GILLIG buses and the 47 new Rapid CNG New Flyer buses were actually new buses. Mr. Spraul stated the 50 CNG GILLIG buses are replacements of older vehicles, and the 47 CNG New Flyer buses are brand new buses running on the Rapid service routes.

Ms. Emerald commented that the ADA does not require taxicabs to be handicap accessible. Mr. Jablonski commented that he thought that requirement was a part of the City's Ordinance. She said City Council is going to try and give incentives to taxicab owners if they implement more handicap accessible vehicles. Ms. Emerald asked if the drop in Urban Standard and Urban Frequent numbers are attributable to the new Rapid services. Mr. Desmond replied that there are a number of reasons as to why those routes are seeing lower numbers. She asked if those routes could result in lower service or elimination of service. Mr. Desmond stated that staff will monitor the routes to determine the adjusted levels of service.

Ms. Cole commented that she recently conducted a walking tour in her community. The people she did the walking tour with had requested to put in a bus route and bus stop and wanted to know how to propose a new route. Mr. Desmond stated that the Planning department takes many requests for new bus routes and can go out and evaluate the proposed new route.

Mr. Ramirez inquired about the APC's and asked if staff knows the numbers for how many people are entering the trolley versus the number of people that paid for a fare. Mr. Desmond stated there are manual surveys that are done to evaluate those numbers. Mr. Jablonski commented that MTS Security and Code Enforcement also track those numbers and results. Mr. Ramirez asked how on-time performance is measured. Mr. Desmond replied that there are two ways to measure on-time performance including a system used in the bus that pin points whether the bus is early, on time, or late; and also the utilization of manual surveyors that ride the buses and determine its on-time performance.

Mr. Alvarez asked about the low-floor trolleys and if all trolley lines will have low-floor cars. Mr. Terry replied that all system wide lines will consist of three-car trains, with two low-floor cars on each end and one high-floor car in the middle.

Chairman Mathis commented that staff is looking into arranging more room on the middle high-floor trolley car to accommodate more bicycles on board.

46. Fiscal Year 2014 Final Budget Comparison (Mike Thompson)

Mike Thompson, Director of Financial Planning and Analysis, provided a presentation on the Fiscal Year (FY) 2014 Final Budget Comparison. He reviewed the comparison of operations to budget for revenue, expenses, operating income, non operating revenue and net income. He discussed the comparison of non operating revenue to budget for Federal, TDA, TransNet, STA and Other revenues. Mr. Thompson reviewed the contingency reserves and reported the balance to be \$28.8 million. He stated that the goal is to reach a 12.5% contingency balance by FY16, and the current contingency balance is 11.7%.

47. Operations Budget Status Report for September 2014 (Mike Thompson)

Mr. Thompson provided a presentation on the Operations Budget Status Report for FY2015 through September 2014. He reviewed the comparison to budget for fare revenue and other revenue; personnel costs; purchased transportation; other outside services; energy and other expenses. Mr. Thompson discussed the total operating revenue less expenses; on-going concerns including the sales tax subsidy revenue; energy prices; passenger levels and the State of California budget.

48. Chula Vista Transit Update (Paul Jablonski)

Mr. Jablonski provided a brief update on Chula Vista Transit (CVT). He stated that MTS will soon transition from the Public Works Yard in Chula Vista to the South Bay Bus Maintenance Facility. He noted that this process has been ongoing since 2006 to transition CVT contract services to MTS contract services, which will save money and help to consolidate service. Mr. Jablonski stated that MTS is working with the City of Chula Vista on a transition agreement to finalize completion of the transition on January 25, 2015.

60. Chairman's Report

There was no Chairman's report.

61. Audit Oversight Committee Chairman's Report

There was no Audit Oversight Committee Chairman's report.

62. Chief Executive Officer's Report

There was no Chief Executive Officer's report.

63. Board Member Communications

Ms. Emerald congratulated Mr. Jablonski on his award for APTA's Outstanding Public Transportation Manager. She also acknowledged Mr. Roberts and Mr. Gloria on their great work within City Heights for the youth pass program.

Mr. Alvarez thanked Mr. Jablonski for recently meeting with the Chamber of Commerce in Otay Mesa about bus service. Mr. Jablonski commented that the meeting also discussed how to add more infrastructures in the area.

Chairman Mathis recognized Mr. Ovrom's last meeting at MTS and thanked him for all of the great work he has done over many years.

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 11, 2014.

66. Adjournment

Chairman Mathis adjourned the meeting at 10:56 a.m.



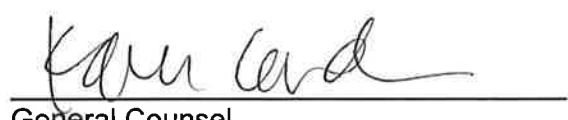
Chairperson  
San Diego Metropolitan Transit System

Filed by:



Clerk of the Board  
San Diego Metropolitan Transit System

Approved as to form:



General Counsel  
San Diego Metropolitan Transit System

Attachment: Roll Call Sheet

SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
BOARD OF DIRECTORS  
ROLL CALL

MEETING OF (DATE): November 20, 2014

CALL TO ORDER (TIME): 9:08 a.m.

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

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

CLOSED SESSION: \_\_\_\_\_

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

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

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

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

ADJOURN: 10:56 a.m.

BOARD MEMBER	(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
ALVAREZ	<input checked="" type="checkbox"/> (Zapf) <input type="checkbox"/>	9:10 a.m.	10:56 a.m.
BRAGG	<input checked="" type="checkbox"/> (Bilbray) <input type="checkbox"/>	9:08 a.m.	10:56 a.m.
COLE	<input checked="" type="checkbox"/> (Zapf) <input type="checkbox"/>	9:10 a.m.	10:56 a.m.
CUNNINGHAM	<input checked="" type="checkbox"/> (Mullin) <input type="checkbox"/>	9:08 a.m.	10:56 a.m.
EMERALD	<input checked="" type="checkbox"/> (Zapf) <input type="checkbox"/>	9:08 a.m.	10:56 a.m.
EWIN	<input checked="" type="checkbox"/> (Arapostathis) <input type="checkbox"/>	9:08 a.m.	10:56 a.m.
GASTIL	<input checked="" type="checkbox"/> (Jones) <input type="checkbox"/>	9:08 a.m.	10:56 a.m.
GLORIA	<input type="checkbox"/> (Zapf) <input checked="" type="checkbox"/>	9:08 a.m.	10:56 a.m.
MATHIS	<input checked="" type="checkbox"/>	9:08 a.m.	10:56 a.m.
MCCLELLAN	<input type="checkbox"/> (Ambrose) <input type="checkbox"/>		
MINTO	<input checked="" type="checkbox"/> (McNelis) <input type="checkbox"/>	9:08 a.m.	10:56 a.m.
OVROM	<input checked="" type="checkbox"/> (Denny) <input type="checkbox"/>	9:08 a.m.	10:56 a.m.
RIOS	<input checked="" type="checkbox"/> (Sotelo-Solis) <input type="checkbox"/>	9:08 a.m.	10:56 a.m.
ROBERTS	<input type="checkbox"/> (Cox) <input type="checkbox"/>		
SALAS	<input type="checkbox"/> (Ramirez) <input checked="" type="checkbox"/>	9:08 a.m.	10:56 a.m.

SIGNED BY THE CLERK OF THE BOARD:



CONFIRMED BY THE GENERAL COUNSEL:







AGENDA ITEM NO.

3

## REQUEST TO SPEAK FORM

ORDER REQUEST RECEIVED

1

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

## 1. INSTRUCTIONS

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

(PLEASE PRINT)

DATE					
Name	Aileen Galinski				
Address					
Telephone					
Organization Represented	Bus route instn				
Subject of Your Remarks					
Regarding Agenda Item No.					
Your Comments Present a Position of:	<input type="checkbox"/>	<input type="checkbox"/>	<b>SUPPORT</b>	<input type="checkbox"/>	<b>OPPOSITION</b>

## 2. TESTIMONY AT NOTICED PUBLIC HEARINGS

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

## 3. DISCUSSION OF AGENDA ITEMS

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

## 4. GENERAL PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

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

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



1255 Imperial Avenue, Suite 1000  
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## Agenda Item No. 6

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 11, 2014

#### SUBJECT:

BLUE LINE CLOSED-CIRCUIT TELEVISION (CCTV) SYSTEM UPGRADES -  
CONTRACT AWARD

#### RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer to execute MTS Doc. No. PWL158.0-15 (in substantially the same format as Attachment A) with Electro Specialty Systems (ESS) for the provision of services for the installation of MTS Blue Line CCTV system upgrades.

#### Budget Impact

The total value of this agreement would not exceed \$292,872.01 and would be funded through the MTS Capital Improvement Program project number 12833-0200 for fiscal year 2015.

#### DISCUSSION:

MTS currently operates 18 trolley stations on the Blue Line, which have varying or no CCTV technologies. Seven stations currently have the latest Avigilon digital CCTV technology and require no upgrades. Three stations are currently equipped with CCTV systems which need upgrades and standardization to the Avigilon system. Eight stations have no CCTV technologies installed.

This project will upgrade the legacy analog devices to digital Avigilon equipment and will also allow for the installation of Avigilon standard technology at stations with no current CCTV coverage. The project includes the purchase of necessary hardware, labor and materials for their installation, software licensing, integration, testing and commissioning.

The goal is to have a CCTV surveillance system that will provide additional levels of safety for MTS's patrons, enhance existing security surveillance systems at certain



stations, minimize opportunities for vandalism and provide a system that is fully integrated based on modern industry standard protocols for security system hardware and operating systems.

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

An Invitation for Bid was issued on October 6, 2014. Six bids were received on November 18, 2014. Of these, four were deemed responsive and responsible, while two were determined non-responsive. The responsive and responsible bidders were Kratos, Vector USA, ESS, and HCI Inc.

After conducting a price analysis, staff determined that the pricing presented by ESS was fair and reasonable and was the lowest responsive and responsible bid relative to other bids received.

FIRM	COST
<b>ESS</b>	<b>\$292,872.01</b>
Vector USA	\$363,466.53
Kratos Public Safety & Security Solutions	\$388,776.23
HCI Inc.	\$450,045.80



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft MTS Doc. No.PWL158.0-15

## ATTACHMENT A

**DRAFT**STANDARD PROCUREMENT AGREEMENT  
FOR  
MTS BLUE LINE CCTV SYSTEM UPGRADEPWL158.0-15  
CONTRACT NUMBEROPS 970.4  
FILE/PO NUMBER(S)

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: Electro Specialty Systems Address: 7049 Convoy Court

Form of Business: Corporation San Diego CA 92111

(Corporation, Partnership, Sole Proprietor, etc.)

Telephone: 858 571-7746

Authorized person to sign contracts: Daniel Brault President  
Name Title

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

Provide material, labor, supplies and all equipment necessary for the procurement, installation, programming, licensing, integration and testing, and commissioning of closed circuit television for the Blue Line, as specified in the Technical Specifications (attached as Exhibit A), the Bid Summary (attached as Exhibit B), Standard Procurement Conditions (attached as Exhibit C), and the Federal Requirements (attached as Exhibit D).

The contract period of performance shall be from January 2, 2015 through December 31, 2015. The total amount of this contract shall not exceed \$292,872.01 including California sales tax and freight without prior written approval from MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: _____ Paul C. Jablonski, Chief Executive Officer	Firm: _____
Approved as to form:	By: _____ Signature
By: _____ Office of General Counsel	Title: _____

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
\$ 292,872.01	12833 - 0200	FY 2015

By: \_\_\_\_\_  
Chief Financial Officer

(\_\_\_\_\_ total pages, each bearing contract number)



1255 Imperial Avenue, Suite 1000  
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## Agenda Item No. 7

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 11, 2014

#### SUBJECT:

ELECTRIC SERVICE PROVIDER (ESP) CONTRACT AWARD

#### RECOMMENDATION:

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

- 1) Execute the applicable agreements with Noble Americas Energy Solutions, LLC (Noble) for the provision of ESP services for a three-year base period with one three-year option term (for a total of six years); and
- 2) Exercise the option term at the CEO's discretion.

#### Budget Impact

The total estimated cost of this agreement would not exceed \$161,280.00 and is funded through operating budget 902-55110 (Traction Power) and 902-55210 (Facility Electricity).

#### DISCUSSION:

In February 2010, the San Diego Metropolitan Transit System (MTS) Board of Directors approved the Natural Gas and Energy Commodity Hedge Policy (MTS Board Policy No. 59). Part of this program allows MTS to purchase energy commodities directly from the state as part of the Direct Access program, rather than through San Diego Gas and Electric (SDG&E). MTS continues to receive the commodity through SDG&E, therefore there is no operational impact due to this policy, but there is a separate transaction with a third party service provider for the commodity costs.



California legislature passed Senate Bill (SB) 695 in late 2009 which opened the Direct Access program for a limited time and limited volume for electric customers. MTS conducted a negotiated procurement in 2010 to select an ESP in order to attempt to gain entry into the Direct Access program, and Noble was selected as a result of that process. MTS gained entry to the Direct Access program in 2011 and finally began participating in January 2012.

MTS spends approximately \$4,400,000 annually on the electricity commodity. The original ESP agreement with Noble was for a three year term, and over this contract period, staff estimates MTS has saved over \$2,600,000 by participating in the Direct Access program versus staying with SDG&E. The current contract is set to expire on December 31, 2014.

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

On August 8, 2014, MTS issued a Request for Proposals for an ESP to secure a multi-year contract and provide index based electricity supply pursuant to the Direct Access program authorized in SB 695. The services include meter data management, daily load forecasting, scheduling and settlement obligations for the energy with the applicable California Independent System Operator tariff rules and requirements.

On September 10, 2014, two proposals were received from the following:

1. Constellation New Energy, Inc.
2. Noble Americas Energy Solutions, LLC

A selection committee consisting of various representatives from the MTS Finance department met and rated the proposals. The ratings were based on the following criteria:

1.	Qualifications and Experience of Proposer and Staffing	25%
2.	Work Plan and Service Commitment	25%
3.	Cost/Price	50%
		Total 100%

Based on the selection committee's evaluation of the technical proposal, discussions, and analysis of the price offered, it was determined that Noble's proposal illustrated a comprehensive and clear understanding of the scope of work and offered a highly knowledgeable and expert management team. MTS staff determined that Noble's proposal is fair and reasonable and represents the best overall value for MTS.

During the Best and Final Offer, Noble also further reduced its price proposal by \$20,160 (or roughly 12.5%) from the original price of \$181,440 to \$161,280. The table below details the cost summary, and Noble's offer was found to be the most advantageous and of the greatest value to MTS.

COMPANY NAME	TOTAL COST
Constellation New Energy, Inc.	\$ 141,120
Noble Americas Energy Solutions LLC	\$ 161,280

The following table represents the final scores and rankings for all finalists:

PROPOSER NAME	TOTAL AVG. TECH. SCORE	AVG. COST SCORE	TOTAL SCORE (Tech + Cost) Total Possible Points: 100	RANKING
<b>CONSTELLATION</b>	20.83	50.00	<b>70.83</b>	2
<b>NOBLE</b>	38.33	43.75	<b>82.08</b>	1



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)



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## Agenda Item No. 8

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 11, 2014

#### SUBJECT:

SAN DIEGO STATE UNIVERSITY (SDSU) FIRE AND SAFETY MONITORING  
SERVICES – CONTRACT AWARD

#### RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1237.0-15 (in substantially the same format as Attachment A) with Simplex Grinnell (Simplex) on a sole-source basis for fire and safety monitoring services at the SDSU trolley station for a five-year period.

#### Budget Impact

The value of this agreement would not exceed \$198,405.00 and would be funded through the Maintenance of Wayside operating budget account 360-53720.

#### DISCUSSION:

SDSU currently uses Simplex to monitor fire and safety on its campus. Since the San Diego Metropolitan Transit System (MTS) SDSU trolley station is also on campus property, the State Fire Marshall mandated that SDSU's fire and safety monitoring system have full ability to communicate seamlessly with the MTS trolley station monitoring system. As the trolley station is equipped with the Simplex 4100ES, it has the capability to fully integrate into the network of SDSU's existing fire and safety monitoring system.

Due to the complexities and interconnections of the fire alarm and sprinkler systems, it is optimal to have Simplex handle the monitoring, inspection and maintenance of the fire alarm and fire suppression systems for both SDSU and MTS. This ensures that any





discrepancies identified through the fire and safety monitoring systems are corrected timely, precisely and according to code.

To measure price reasonableness, staff performed a cost analysis by reviewing past procurement history and determined Simplex's pricing to be fair and reasonable.

Fire/Safety Monitoring	Simplex Grinnell	MTS (In-House Engineer Estimate)
<i>COST PROPOSAL</i>	<b>\$ 198,405</b>	<b>\$ 208,694.32</b>



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft MTS Doc. No. L1237.0-15

## STANDARD SERVICES AGREEMENT

L1237.0-15  
 CONTRACT NUMBER  
OPS-970.2  
 FILE/PO NUMBER(S)

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: Simplex Grinnell Address: 3568 Ruffin Rd.

Form of Business: Corporation San Diego, CA 92123  
 (Corporation, Partnership, Sole Proprietor, etc.)

Telephone: \_\_\_\_\_

Authorized person to sign contracts: Betsy A Hollis-Matheny  
 Name Title

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

San Diego Trolley Inc. / San Diego State University Monitoring Services for Fire and Safety services, as specified in the Scope of Work (attached as Exhibit A), Simplex Grinnell's Bid dated October 20, 2014 (attached as Exhibit B), and in accordance with the Standard Conditions Services Agreement, including the Standard Conditions Services (attached as Exhibit C), and the Federal Requirements (attached as Exhibits D).

This contract shall remain in effect for five years effective January 1, 2015 through December 31, 2019. The total amount of this contract shall not exceed \$198,405.

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

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
<u>\$198,405.00</u>	<u>360-53720</u>	<u>2015-2020</u>

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Chief Financial Officer

(\_\_\_\_\_ total pages, each bearing contract number)



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## Agenda Item No. 9

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 11, 2014

#### SUBJECT:

ELEVATOR AND ESCALATOR MAINTENANCE AND REPAIR SERVICES -  
CONTRACT AWARD

#### RECOMMENDATION:

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

- 1) Execute MTS Doc. No. PWG153.0-14 (in substantially the same format as Attachment A) with ThyssenKrupp Elevator (TKE) for San Diego Transit Corporation (SDTC) and San Diego Trolley, Inc. (SDTI) elevator and escalator maintenance and repair services for a three-year base period with two one-year options (total of five years); and
- 2) Exercise each option year at the CEO's discretion.

#### Budget Impact

The total cost of this agreement would not exceed \$528,948 (as follows):

1. Group A: SDTC: The total contract amount for SDTC would not exceed \$60,553 [\$35,553 for preventive maintenance and an estimated \$25,000 (or \$5,000 per year) for trouble calls], which would be funded through the SDTC Maintenance operations budget 331-53710 and 332-53710.
2. Group B: SDTI: The total contract amount for SDTI would not exceed \$468,395 [\$393,395 for preventive maintenance and an estimated \$75,000 (or \$15,000 per year) for trouble calls], which would be funded through the SDTI Maintenance operations budget 380-53710.



## DISCUSSION:

Pursuant to Board Policy No. 52, Procurement of Goods and Services, the CEO may enter into contracts with service providers for up to \$100,000. The Board must approve all agreements in excess of \$100,000.

On June 27, 2014, MTS issued a Request for Proposals for elevator and escalator maintenance and repair services to secure a multiyear contract to provide elevator and escalator preventive maintenance, inspection and repair services. This solicitation was divided into two groups to accommodate two scopes of work:

1. Group "A" (SDTC) - for three (3) elevators; and
2. Group "B" (SDTI) - for seven (7) elevators and four (4) escalators.

On August 19, 2014, two proposals were received from the following:

1. Kone Elevator, San Diego, CA
2. ThyssenKrupp Elevator, El Cajon, CA

A selection committee consisting of representatives from the SDTC Facilities and Maintenance, SDTI Facilities and Maintenance, and MTS Finance departments met and rated the proposals. The ratings were based on the following criteria:

1.	Qualifications and Experience of Firm or Individual	15%
2.	Proposed Staffing, Organization and Management Plan	15%
3.	Proposed Methodology and Work Plan	30%
4.	Cost/Price	40%
Total		100%

Both proposals were deemed responsive and responsible and advanced to the evaluation process, which included interviews and negotiations. The following table represents the final scores and rankings for all finalists:

	KONE			THYSSENKRUPP		
	FINAL AVG. TECH. SCORE	FINAL AVG. COST SCORE	TOTAL AVG SCORE	FINAL AVG. TECH. SCORE	FINAL AVG. COST SCORE	TOTAL AVG SCORE
GROUP A (SDTC)	30.00	40.00	70	50.40	35.48	85.88
GROUP B (SDTI)		40.00	70		32.23	82.63
	TOTAL SCORE		70	TOTAL SCORE		84.26

During negotiations, TKE reduced its price proposal by \$7,424 from the original price of \$436,372 to a revised BAFO of \$428,948, or roughly 2%. While cost was only one criterion considered in the selection (Attachment B), it should be noted that staff also negotiated for TKE to include in their technical proposal its Customer Service Portal Dashboard, which is an online access tool, at no additional cost to MTS.

Based on the evaluation panel's analysis of the technical proposal, discussions and evaluation of price, MTS staff has determined that TKE's proposal is fair and reasonable and represents the best overall value for MTS.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contacts: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Draft Standard Services Agreement; Contract PWG153.0-14  
B. Cost Summary

## STANDARD SERVICES AGREEMENT

DRAFT

PWG153.0-14  
 CONTRACT NUMBER  
 OPS 960.2/970.2  
 FILE NUMBER(S)

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: ThyssenKrupp Elevator Address: 1965 Gillespie Way, Suite 101  
El Cajon, CA 92020  
 Form of Business: Corporation  
 (Corporation, partnership, sole proprietor, etc.)  
 Telephone: 619.596.7234  
 Authorized person to sign contracts: David Fairchild Account Manager  
 Name Title

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

Provide monthly elevator and escalator preventive maintenance, inspection and repair services for both MTS Bus (GROUP A-SDTC) and MTS Rail (GROUP B-SDTI) as set forth in the MTS Scopes of Work - Groups A and B (attached as Exhibit A), ThyssenKrupp Elevator's Proposal, dated November 19, 2014 (attached as Exhibit B), in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit C), and Federal Requirements (attached as Exhibit D).

**GROUP A: SDTC**

Location	Address	Make/Model	Description	Qty
IAD Administration Bldg.	100 16 <sup>th</sup> St. San Diego, CA. 92101	Otis / Hydraulic	Passenger	1 Elevator
IAD RAM Administration Bldg.	100 16 <sup>th</sup> St. San Diego, CA. 92101	Kone / Hydraulic	Passenger	1 Elevator
KMD Storeroom Area	4630 Ruffner St. San Diego, CA. 92111	Reliable / Hydraulic	Passenger	1 Elevator

**GROUP B: SDTI**

LOCATION	ADDRESS	MAKE/MODEL	DESCRIPTION	QTY
Fashion Valley Trolley Station	1205 Fashion Valley Rd. San Diego, CA 92108	Dover 37-23290 / Hydraulic	With phone landing/opening	1 Elevator
Qualcomm Stadium Trolley Station	9449 Friars Rd. San Diego, CA 92108	Dover 37-23290 / Hydraulic	With phone landing/opening	1 Elevator
Grantville Trolley Station	4510 Alvarado Canyon Rd. San Diego, CA 92120	KONE / Hydraulic	Passenger, with phones	2 Elevators
SDTI Building A	12 S. 13 <sup>th</sup> Street San Diego, CA 92113	OTIS / Hydraulic	Passenger	1 Elevator
San Diego State University (SDSU) Trolley Station	5260 Campanille San Diego, CA 92182	Mitsubishi, MEI / Hydraulic	5k lb. with phone	4 Escalators
Grossmont Trolley Station	8601 Fletcher Pkwy. La Mesa, CA 91942	KONE KCM831 / Traction	Passenger, with glass	2 Elevators

Preventive maintenance services fees are firm fixed price and shall be billed on a monthly basis (refer to the annual fees below).

<b>GROUP A - Preventive Maintenance Service – ELEVATORS</b>	<b>Year One (1/1/15 - 12/31/15)</b>	<b>Year Two (1/1/16 - 12/31/16)</b>	<b>Year Three (1/1/17 - 12/31/17)</b>	<b>Option Yr. I (Year 4) (1/1/18-12/31/18)</b>	<b>Option Year II (Year 5) (1/1/19-12/31/19)</b>
IAD Administration Bldg.	\$ 2,102	\$ 2,229	\$ 2,362	\$ 2,504	\$ 2,654
IAD RAM Administration Bldg.	\$ 2,102	\$ 2,229	\$ 2,362	\$ 2,504	\$ 2,654
KMD Storeroom Area	\$ 2,102	\$ 2,229	\$ 2,362	\$ 2,504	\$ 2,654

<b>GROUP B - Preventive Maintenance Service – ELEVATORS &amp; ESCALATORS</b>	<b>Year One (1/1/15 - 12/31/15)</b>	<b>Year Two (1/1/16 - 12/31/16)</b>	<b>Year Three (1/1/17 - 12/31/17)</b>	<b>Option Yr. I (Year 4) (1/1/18-12/31/18)</b>	<b>Option Year II (Year 5) (1/1/19-12/31/19)</b>
Fashion Valley Trolley Station	\$ 2,102	\$ 2,229	\$ 2,362	\$ 2,504	\$ 2,654
Qualcomm Stadium Trolley Station	\$ 2,102	\$ 2,229	\$ 2,362	\$ 2,504	\$ 2,654
Grantville Trolley Station (2 Elevators)	\$ 2,102	\$ 2,229	\$ 2,362	\$ 2,504	\$ 2,654
SDTI Building A	\$ 2,102	\$ 2,229	\$ 2,362	\$ 2,504	\$ 2,654
Grossmont Trolley Station (2 Elevators)	\$ 11,592	\$ 12,288	\$ 13,025	\$ 13,807	\$ 14,635
San Diego State University (SDSU) (4 Escalators)	\$ 49,785	\$ 52,772	\$ 55,939	\$ 59,295	\$ 62,853

All work in addition to the preventive maintenance services must be pre-approved by the appropriate Facility Manager or designee before work begins. MTS may issue a separate Purchase Order (PO) on a time and materials basis for services that fall under “emergency” or “non-emergency” repairs, which shall be billed under a separate invoice.

Trouble calls/call back charges shall be firm fixed and fully burdened hourly rates.

<b>GROUPS A &amp; B - TROUBLE CALLS/CALL BACK CHARGES - STAFF DESCRIPTION</b>	<b>Year One (1/1/15 - 12/31/15)</b>	<b>Year Two (1/1/16 - 12/31/16)</b>	<b>Year Three (1/1/17 - 12/31/17)</b>	<b>Option Yr. I (Year 4) (1/1/18-12/31/18)</b>	<b>Option Year II (Year 5) (1/1/19-12/31/19)</b>
Regular Single Man <b>Straight Time</b> Per Hour:	\$ 300.00	\$ 318.00	\$ 337.00	\$ 357.00	\$ 378.00
Regular Two Man Crew <b>Straight Time</b> Per Hour:	\$ 384.00	\$ 407.00	\$ 431.00	\$ 456.00	\$ 483.00
Single Man Evenings, Weekends, and Holidays ( <b>Overtime</b> ):	\$ 540.00	\$ 572.00	\$ 606.00	\$ 642.00	\$ 680.00
Two Man Crew for Evenings, Weekends, and Holidays ( <b>Overtime</b> ):	\$ 995.00	\$ 1,055.00	\$ 1,118.00	\$ 1,185.00	\$ 1,256.00
<b>Double Time</b> One Man Crew Per Hour:	\$ 584.00	\$ 616.00	\$ 652.00	\$ 691.00	\$ 732.00
<b>Double Time</b> Two Man Crew Per Hour:	\$ 995.00	\$ 1,055.00	\$ 1,118.00	\$ 1,185.00	\$ 1,256.00

The contract term is for up to a 5-year period (3-year base with two 1-year options exercisable at MTS's sole discretion). Base period shall be effective January 1, 2015, through December 31, 2017, and Option Years I and II (if exercised) shall be effective January 1, 2017 through December 31, 2019. Payment terms shall be net 30 days from invoice date.

Total contract cost shall not exceed \$302,252 for the base period and \$226,696 for the option years for a total of **\$528,948** (Groups A and B) as reflected below:

<b>GROUP A: SDTC</b>	<b>Base Period</b>	<b>Option Years (1 and 2)</b>	<b>Total</b>
Preventive Maintenance	\$20,079	\$15,474	\$35,533
Trouble Calls	\$15,000	\$10,000	\$25,000
	<b>\$35,079</b>	<b>\$25,474</b>	<b>\$60,553</b>

GROUP B: SDTI	Base Period	Option Years (1 and 2)	Total
Preventive Maintenance	\$222,173	\$171,222	\$393,395
Trouble Calls	\$45,000	\$30,000	\$75,000
	<b>\$267,173</b>	<b>\$201,222</b>	<b>\$468,395</b>
<b>GRAND TOTAL</b>	<b>\$302,252</b>	<b>\$226,696</b>	<b>\$528,948</b>

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

AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
\$60,553 – SDTC	331-53710 / 332-53710	
\$468,395 – SDTI	380-53710	
<b>\$528,948 – Total</b> (including trouble calls)		15-20

By: \_\_\_\_\_  
Chief Financial Officer

Date



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

## COST SUMMARY

### ELEVATOR AND ESCALATOR MAINTENANCE & REPAIR SERVICES RFP MTS DOC. NO. PWG153.0-14

COMPANY NAME	GROUP A – SDTC	GROUP B – SDTI	TOTAL COST
KONE Elevator, Inc.	\$ 31,533.00	\$ 316,958.00	\$ 348,491.00
ThyssenKrupp Elevator Corp. (TKE) *	\$ 35,553.00	\$ 393,395.00	\$ 428,948.00

**\*TKE's offer was found to be the most advantageous and of greatest value to MTS on both groups A and B.**



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## Agenda Item No. 10

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

DECEMBER 11, 2014

#### SUBJECT:

INVESTMENT REPORT – OCTOBER 2014

#### INFORMATIONAL ONLY

##### Budget Impact

None.

#### DISCUSSION:

Attachment A comprises a report of the San Diego Metropolitan Transit System (MTS) investments as of October 31, 2014. The combined total of all investments has decreased month to month from \$230.0 million to \$222.2 million. This \$7.8 million decrease is attributable to expenditures of \$2.6 million for acquisition of capital assets, as well as normal timing differences in other payments and receipts.

The first column provides details about investments restricted for capital improvement projects and debt service, which are related to the 1995 lease and leaseback transactions. The funds restricted for debt service are structured investments with fixed returns that will not vary with market fluctuations if held to maturity. These investments are held in trust and will not be liquidated in advance of the scheduled maturities. These restricted funds will be liquidated to satisfy the outstanding debt obligation in full by the end of the calendar year 2015.

The second column, unrestricted investments, reports the working capital for MTS operations allowing payments for employee payroll and vendors' goods and services.

A handwritten signature in black ink, appearing to read 'Paul C. Jablonski', is written over a horizontal line.

Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Investment Report for October 2014



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

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

**San Diego Metropolitan Transit System  
Investment Report  
October 31, 2014**

	<u>Restricted</u>	<u>Unrestricted</u>	<u>Total</u>	<b>Average rate of return</b>
Cash and Cash Equivalents				
JP Morgan Chase - concentration account	-	14,928,418	14,928,418	0.00%
Total Cash and Cash Equivalents	-	14,928,418	14,928,418	
Cash - Restricted for Capital Support				
US Bank - retention trust account	8,758,582	-	8,758,582	N/A *
San Diego County Investment Pool Proposition 1B TSGP grant funds	3,879,305	109,868	3,989,173	
Total Cash - Restricted for Capital Support	12,637,887	109,868	12,747,755	
Investments - Working Capital				
Local Agency Investment Fund (LAIF)	19,745,588	58,511,046	78,256,634	0.261%
Total Investments - Working Capital	19,745,588	58,511,046	78,256,634	
Investments - Restricted for Debt Service				
US Bank - Treasury Strips - market value (Par value \$39,474,000)	39,438,983	-	39,438,983	
Rabobank - Payment Undertaking Agreement	76,816,295	-	76,816,295	7.69%
Total Investments Restricted for Debt Service	116,255,278	-	116,255,278	
Total cash and investments	<b>\$ 148,638,753</b>	<b>\$ 73,549,332</b>	<b>\$ 222,188,085</b>	

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



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## Agenda Item No. 11

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 11, 2014

#### SUBJECT:

AMERICANS WITH DISABILITIES ACT (ADA) PARATRANSIT SERVICE –  
CONTRACT AMENDMENT

#### RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 2 to MTS Doc. No. G1205.0-10 (in substantially the same format as Attachment B) with First Transit, Inc. (FTI) for an additional expenditure authority of \$17,446,884.00.

#### Budget Impact

Approval of this contract amendment would increase the contract value by \$17,446,884.00, from the original \$100,168,549.00 to a revised \$117,615,433.00. All project expenses are funded through the ADA Access operation account number 850-58110.

Additional Funding to Compensate Contract Years 1-4	\$4,711,745
Additional Funding to Complete Contract Year 5	\$3,050,294
Additional Funding for Contract Year 6	\$4,180,227
Additional Funding for Contract Year 7	\$5,504,618
<b>Total Increase to Current Contract Value</b>	<b>\$17,446,884</b>

#### DISCUSSION:

*MTS ACCESS* is the MTS ADA Paratransit Service Operation that is required to comply with 49CFR, Part 37, Subpart F – Paratransit as a Complement to Fixed Route Service. Section 37.121 requires each public entity operating a fixed route system to provide



paratransit service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities. MTS owns the paratransit vehicles and facility, with service operations contracted with FTI.

In July 2010, MTS contracted with FTI to operate ADA paratransit service for a five-year base period with two two-year optional terms (for a total of nine years). The total cost of this agreement was \$106,007,025.00.

In January 2011, MTS purchased and leased two parcels of land in the Kearny Mesa area of San Diego (referred to as Copley Park) for use as the operating base for ADA paratransit service. MTS and FTI collaborated to transfer and begin operations at this facility in May 2011, which caused a reduction of contractual expenses related to the original FTI leased facility. As a result, the CEO ratified Amendment No. 1 (Attachment A) with FTI, which reduced the contract value by \$5,838,476.00, from the original amount of \$106,007,025.00 to \$100,168,549.00.

MTS has since then experienced an increase in demand for paratransit service. From fiscal year (FY) 2012 to FY 2013, demand increased 6.8%; from FY 2013 to FY 2014, demand increased 10.1%; and results from the first quarter of FY 2015, compared to the same period in FY 2014, indicated an increase of 14.4%. As a consequence, service costs have also increased beyond the authorized contract amount.

Increases are expected to continue based on data received from ADARide, MTS's current ADA certification provider, which has reported a 16.8% increase in ADA applications between July 2013 and October 2014. Therefore, staff recommends that the Board of Directors authorize the CEO to execute Amendment No. 2 with FTI for an additional expenditure authority for the base period and first two-year optional term totaling \$17,446,884.00.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. MTS Doc No. G1205.1-10  
B. Draft MTS Doc. No. G1205.2-10



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September 16, 2011

MTS Doc. No. G1205.1-10  
OPS 980.5

Mr. Nick Promponas  
Senior Vice President  
First Transit, Inc.  
7581 Willow Drive, Suite 103  
Tempe, AZ 85283

Dear Mr. Promponas:

Subject: AMENDMENT NO. 1 TO MTS DOC. NO. G1205.0-10 for MTS ADA PARATRANSIT SERVICES

This shall serve as Amendment No. 1 to our agreement for professional services as further described below.

### **SCOPE OF SERVICES**

- 1) Replace RFP Section C.20 Facility Standards and Requirements with the Section shown below:

#### **C.20 ADA PARATRANSIT FACILITY (COPLEY PARK DIVISION)**

- a) The Metropolitan Transit System (MTS) shall provide an operations, maintenance, and storage facility located at 7490 and 7550 Copley Park Place, San Diego, CA 92111 (Facility). The Copley Park Division (CPD) consists of 5.982 acres with two buildings. MTS owns the primary building at 7490 Copley Park Place which contains 9,344 square feet of maintenance space and 4,345 square feet of office space for operations. MTS leases the secondary building at 7550 Copley Park Place which contains 3,392 square feet of office space for training. All lease payments for 7550 Copley Park Place shall be made by MTS directly to the property owner.
- b) Facility will be leased to First Transit (contractor) in accordance with the terms of the attached lease agreement between MTS and First Transit (Attachment A).
- c) Copley Park Division was purchased/leased in January 2011 by MTS. The facility will be renovated for transit purposes by First Transit through this contract with MTS. Contractor has identified approximately \$584,304 for renovation expenses and these improvement costs will be amortized by Contractor for payment by MTS over the base term of the contract. The improvements include making the office space fit operational needs by creating a scheduling/reservations area, creating a dispatch office, creating a driver's break room, installing an emergency generator, creating a wash bay in the shop area, miscellaneous electrical upgrades throughout offices and shop, and installing an above ground gasoline fuel tank(s) with a 20,000+ gallon fuel capacity. Since the process for

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



permitting and installation of the fuel tanks is lengthy, MTS has agreed to reimburse contractor for additional expenses for off-site fueling in the amount of \$31,680.

- 
- d) All vehicles operated for MTS Access (MTS Contract # G1205.0-10) operations shall be serviced, maintained and operated from the Copley Park Division. The Copley Park Division will be exclusively limited to only MTS services. Currently, there are 142 paratransit vehicles to be operated from this facility.

**C.20.1 Occupancy**

- a) All aspects of revenue service will begin on Saturday, May 14, 2011. MTS agrees that as of this date the revenue hour rate will change to the attached Kearny Mesa First Transit pricing (Attachment B). Starting June 1<sup>st</sup> the fixed monthly rate would change to the Kearny Mesa First Transit fixed monthly rate pricing.
- b) The following terms and conditions shall apply to the operation and occupancy of the facility provided by MTS to the Contractor:

Premises (also see related provisions in the Lease)

1. The facilities may be used, during the term of this Agreement, by Contractor solely for the purpose of operations, vehicle maintenance, offices, and vehicle storage facility expressly for MTS's contracted transit services. Contractor shall make no other use of the facilities absent the written consent of MTS.
2. As part of the provision of transit service under this Agreement by Contractor, MTS shall furnish the facilities for Contractor's use during the term of this agreement.
3. MTS may make improvements or direct Contractor to make improvements via contract pass-through provisions over the term of this agreement.
4. During the contract and concurrent lease period, MTS and Contractor may initiate on-site construction projects. The parties agree to work together to ensure that any on-site construction will be conducted with as little disruption to transit operations as possible.
5. MTS and Contractor agree to cooperate in accomplishing on-site construction projects.
6. MTS shall be responsible for all payments regarding future improvements directed by MTS. MTS shall indemnify and hold harmless Contractor from and against any and all obligations, including damages to persons and property, occurring as a result of construction of other improvements to the facilities undertaken by or in behalf of MTS, except for those obligations, including damages resulting from the negligence or misconduct of Contractor, its officers, employees, or agents.
7. Contractor shall not permit the facilities to be improved, developed, used, or occupied in any manner that would violate local, state, or federal law. Furthermore, Contractor shall not permit the unlawful (accidental or intentional) spillage, leakage, dumping, or discharge of hazardous or toxic substances, materials, or wastes regulated under local, state, or federal law.
8. Due to the strict environmental limitations of the site, no trenching can be done on parts of the site that are partially or solely over landfill areas. Contractor shall not

disturb the clay cap over the landfill portion of the site at any time during the length of this contract. If Contractor or its agent does disturb the landfill areas, it is solely the Contractors responsibility for any and all costs and liability to mitigate and resolve the condition.

9. Contractor shall not create or permit any condition that could be alleged to create a nuisance, public, private, or mixed, or to otherwise present a threat to health or property by any unhealthful, hazardous, or dangerous condition.
10. MTS reserves the right to make this a shared use facility.
11. If Contractor desires certain tenant improvements for its own purposes, Contractor may make such improvements at its own expense upon advance written approval of MTS. Any such improvements will become the property of MTS at the conclusion of the contract. Contractor will be contractually responsible for the maintenance of these improvements at the facility during the duration of the contract.

#### Responsibilities

MTS Facility Responsibilities are as follows:

1. Conduct environmental studies as necessary.
2. Coordinate with the City of San Diego regarding future site development.
3. After September 1, 2011 establish long-term facility plan including engineering and construction management of improvements.
4. Review and approve any improvements to be performed by Contractor.
5. Pay all property and possessory interest taxes required (either paid directly by MTS or via reimbursement to Contractor for Contractor payments).
6. Pay for the annual Storm Water Pollution Prevention Plan fees as a pass through expense. (Contractor directly pays fees and test costs and MTS reimburses Contractor).
7. Pay expenses that exceed the amount specified per year in Section 1.2.3 for repairs and/or maintenance costs associated with maintaining the facility.
8. Conduct capital projects at the facilities, as funding is available, in coordination with Contractor to upgrade facilities.
9. Provide a building video surveillance and alarm system covering key areas of the lot (including parking lot and building entrances and exits, and fuel island), fare counting room, and maintenance shop when funding becomes available. System is envisioned to have the capability of storing recordings for a minimum of 30 days.
10. Pay for landscaping service outside the perimeter fence of site along Copley Park Place that is administered by the Property Owners Association (POA).

Contractor Facility Responsibilities are as follows:



1. Provide property and facility insurance for sites owned and leased by MTS per the insurance section of Contract and the Lease.
2. Pay all facility utility bills including water, sewer, electricity, and gas in a timely fashion.
3. Provide a phone and high speed internet system and pay for all associated services. MTS will provide a secure data line to contractor for scheduling data.
4. Provide ongoing maintenance and monitoring of the building video surveillance and alarm system once installed including any monthly monitoring fees.
5. Arrange for and pay for a refuse and hazardous waste disposal service (as necessary). Arrange for and pay for proper and regular cleanout of waste clarifier and proper disposal of waste from clarifier on a regular schedule. Contractor to insure hazardous waste from clarifier is disposed of by subcontractor in accordance with all County of San Diego regulations. Arrange and pay for proper disposal of any waste oils generated by Contractor. File a Hazard Materials Business Plan with County of San Diego Environmental Health Department and update plan as required by County regulations. Provide MTS with copies of all plans submitted to regulatory agencies.
6. Provide preventative maintenance services (PMI) for all facilities including buildings; heating, plumbing, venting and air-conditioning (HVAC); safety equipment; back-up generator, fuel system, wash area recycle and water distribution equipment, exterior building safety lighting, exterior building video surveillance, bus wash facility, landscaping; and irrigation.
7. Provide landscaping service for ongoing maintenance of grounds landscaping and irrigation system within the perimeter fence. Routine tree trimming of large trees on facilities site shall be arranged by Contractor and expenses for such tree trimming service shall be passed through to MTS with pre-approval.
8. Provide janitorial service for the facilities.
9. Regularly sweep paved surfaces and steam clean those areas that require ongoing cleaning, such as maintenance bays, and bus parking areas. If MTS determines these areas are unsafe due to lack of sweeping/steam cleaning, MTS may require Contractor to increase sweeping/steam cleaning efforts at any time.
10. Pay for any fire safety, and fuel tank monitoring system testing and permits.
11. Provide for storage tank permits and testing. Any repairs required as a result of testing shall be born by the Contractor. Any modifications due to changes in regulations shall be arranged for by Contractor and shall be paid by MTS as pass-through cost with prior MTS approval.
12. Conduct Storm Water Pollution Prevention Planning effort and application to state agencies. Implement Storm Water Pollution Prevention Plan. Contractor is responsible for testing and timely submittal of reports to MTS for annual report submittal to State of California.
13. Maintenance and testing of standby diesel generator system for buildings including obtaining and updating permits as required. Contractor to pay for all fuel for emergency generator.

14. Maintenance and service of roll-up building doors by a qualified door service company.
15. Maintenance and annual inspection of fuel dispensers, pumps, and monitoring equipment related to the fuel systems. Contractor is required to wipe down all equipment as needed to maintain a clean appearance. No leaks will be tolerated.
16. Provide routine pest control service by a qualified and licensed service subcontractor for buildings, offices, and work areas.
17. Obtain the required permits for any tenant improvements.
18. All Contractor responsible bill payments will be paid on time with no past due amounts.

c) Contractor's Construction or Repairs (See Lease §§ 7 and 8 for further provisions.)

Improvements

1. Contractor may not demolish, remove, replace, or relocate any existing improvements or make new improvements without the prior written consent of MTS, provided Contractor is not then in default under any condition or provision of this agreement. All improvements shall be constructed, and all work performed on facilities, shall be in accordance with all existing laws, ordinances, regulations, and orders of all federal, state, county, or local government agencies. Any permanent improvements made to facilities property or buildings shall remain as MTS's improvements and shall not be removed upon completion of this agreement.
2. All equipment purchased for the maintenance shop will be considered to be paid for by MTS. This equipment must be used exclusively for the maintenance of MTS project equipment used in the performance of this Agreement. All shop equipment (installed and freestanding) purchased or otherwise provided for the fulfillment of this Agreement shall become the property of MTS including lifts, hose reels, and air compressor system. This excludes Contractor parts inventory, and specialty tools purchased by Contractor.

Repairs, Restoration, and Maintenance

1. At all times during the term of this agreement, Contractor shall, at Contractor's sole cost and expense, keep and maintain all improvements on the Premises in good condition, normal wear excepted. Contractor shall also maintain fuel tanks in good operating condition at all times and make repairs at Contractor's sole cost and expense (unless otherwise noted above). MTS, at MTS's expense, shall be responsible for capital replacement costs of roof, structural elements, utility lines servicing the premises, and heating and air conditioning units. However, MTS has no obligation to make any capital replacement improvements.
2. Contractor shall be responsible for repairs and/or maintenance costs associated with maintaining the facility in as good as condition received, including, but not limited to, air conditioning, heating, plumbing, electrical, lighting, fuel system, wash area water distribution equipment, etc., provided that work is performed with MTS advance approval. Work conducted by Contractor without MTS advance approval shall not be covered under this section and Contractor will be responsible for payment. Contractor shall be responsible for maintenance and repair costs (excluding Items A through I below) only up to the following aggregate amounts.

A.	Year 1: July 1, 2010 - June 30, 2011	\$0
B.	Year 2: July 1, 2011 - June 30, 2012	\$10,000
C.	Year 3: July 1, 2012 - June 30, 2013	\$11,000
D.	Year 4: July 1, 2013 - June 30, 2014	\$12,000
E.	Year 5: July 1, 2014 - June 30, 2015	\$13,000
F.	Year 6: July 1, 2015 - June 30, 2016	\$14,000
G.	Year 7: July 1, 2016 - June 30, 2017	\$15,000
H.	Year 8: July 1, 2017 - June 30, 2018	\$15,000
I.	Year 9: July 1, 2018 - June 30, 2019	\$15,000

3. At the end of each Fiscal Year, a formal accounting shall be done by Contractor and MTS with review of all advance approvals, documented costs, and repairs.
4. Contractor shall perform all preventative maintenance and regular servicing work described below in order for the licensed facility to be a clean, sanitary, and safe environment. (Items A through H are not to be included in the above repair budget.)
  - A. Janitorial services for restrooms and offices. Offices should be cleaned at least one time per day for every day they are used by private subcontract or maintenance staff. Restrooms and Break Rooms should be serviced one time per day seven days per week. Tile floors should be buffed and polished monthly, and stripped and re-waxed bi-annually. Carpets should be chem/dry cleaned at least quarterly. Janitorial services shall not be included in the required bus maintenance staff FTE.
  - B. Landscaping. Contractor shall employ qualified landscaper/landscaping company or maintenance staff to provide regular landscape maintenance of appropriate areas. Landscape maintenance shall be performed no less than once per week all year. To include minor tree trimming, shrub trimming, sprinkler system maintenance and repair, trash pickup, and gutter/storm drain cleanouts. Note that the frontage of the property is maintained through the POA, and paid for monthly by MTS. Contractor is responsible for all landscape maintenance inside of the perimeter fencing. Landscaping staff shall not be included in the required bus maintenance staff FTE.
  - C. Lot clean-up and sweeping. Contractor shall employ a lot vacuum/sweeping service to be done at least once per month. Services include vacuum/sweep the entire parking lot, surface areas, and driveways free of dirt, debris, and trash. Contractor shall daily patrol the parking lots and pick-up trash and any oils from surfaces. Oil absorbent materials shall be used to pick-up spilt oil or dripped oil from vehicles.
  - D. Maintenance shops shall be cleaned on a daily basis, including floors, wash and steam clean areas, work areas, and storerooms. Windows in shop and administrative areas shall be cleaned on a routine basis and at least quarterly. Proper housekeeping practices will be performed by maintenance staff to insure oils and liquids on floors are cleaned up regularly. Contractor shall utilize a professional heavy duty floor scrubbing machine provided at no cost to MTS at least once per week in the maintenance shops. Other areas may need periodic steam cleaning or high temperature pressure washing.

- E. Site fencing and gates shall be maintained by Contractor at all times. MTS will consider paying for fence painting and repair when necessary as a pass-through expense with the exception of damage due to negligence.
- F. Contractor shall be responsible for any chemical, oil, or fuel spills on the property and in the shop areas. Any chemical, oil, or fuel spills shall be cleaned immediately. Appropriate material shall be used for cleanup and proper disposal procedures shall be followed. Contractor shall follow all legal and regulatory processes for the cleanup and disposal of any hazardous materials. This includes, but is not limited to, ensuring worker safety, preventing storm drain, soil, and groundwater contamination, minimizing air pollutant emissions, and using appropriately marked disposal receptacles for hazardous waste and used cleanup supplies. Contractor shall also have a written hazardous materials safety and clean-up plan, distributed to employees.
- G. Clarifier shall be maintained by Contractor at Contractor's expense. Clarifier shall be regularly emptied and cleaned by a qualified service company with proper and appropriate permits for disposal of any oil or sludge-type products removed from clarifier. Clarifier must be emptied once per year or as needed.
- H. Contractor will be responsible for facility paint touch-ups at the site, including interior spaces and all external hardware such as handrails and bollards, as needed to keep the Premises in a clean, well-maintained conditioned. Interior should be repainted in year six (6) with a paint and color approved by MTS. Paint must be commercial grade low VOC. Contractor must obtain three quotations for this service to ensure competitive pricing and must submit copies as back up detail when invoiced. Any damage to interior or exterior walls must be repaired within 30 days of incident at Contractor expense.

#### **C.20.2    General Facility Terms**

a)        Compliance

If Contractor fails to comply with the obligations assumed by Contractor herein and Contractor does not correct such noncompliance within three (3) business days of written notice, MTS may take whatever action is necessary. Contractor shall reimburse MTS for all costs (including, but not limited to, consulting, engineering, clean-up, containment, disposal, and legal costs) incurred by MTS as a result of Contractor's failure to comply with the foregoing obligations assumed by Contractor and also such costs as maybe incurred by MTS in abating or protecting against Harmful Conditions and/or a violation of Standards.

b)        Safety Training

Contractor shall provide general and fire safety training to all personnel that have access or use of the site that meets all CAL OSHA, and other applicable regulatory standards. Contractor shall conduct fire drills as required by applicable laws and regulations.

c)        Relocation

Contractor agrees to waive any claims against MTS for relocation benefits pursuant to federal, state, or local laws.

d) Mechanics' Liens

Contractor agrees to keep said Premises free and clear of liens for labor, services, materials, supplies, or equipment performed on or furnished to said Premises.

e) Facility Access

Contractor shall allow MTS or MTS's designated agents to enter, inspect, repair, or for any other reason, visit this property and facility at any time. MTS agrees to do so in a manner that is not disruptive or intrusive, and does not violate any legal rights of privacy held by Contractor or its employees. Contractor shall provide MTS a set of keys and all codes associated with the site, and update as changes occur.

f) Site Inspections

MTS will do periodic, unannounced facility inspections of the site. Contractor shall repair all noted deficiencies within 5 business days of the inspection unless there has been written communication between Contractor and MTS as to the nature of a repair delay.

- 2) The Section listed below clarifies how "Slack" or "Gap Time" will be calculated and supersedes any previous direction or guidance on this issue.  
From mutually agreed upon conversation between MTS and First Transit "Slack" or "Gap Time" will be calculated in the following manner:

1. Time: Calculating the time between drop-off departure time and the next pick-up arrival time (not more than ten (10) minutes prior to the scheduled time).
  - a. For all pick-ups, drop-offs, breaks, and lunches actual times will be used.
  - b. If a passenger boards prior to 10 minutes before their scheduled departure time then the actual departure time would be used.
  - c. In the event of a passenger no-show, no "slack" or "gap time" will be calculated.
2. Distance: Distance between drop-off location and the next pick-up location will be determined using Trapeze.
3. Travel Time: The travel time will be determined by dividing the Trapeze generated distance by the prior fiscal year's average system speed (Annual Revenue Miles / Annual Revenue Hours) which was 17.28 for FY 10. (see note below)
4. Slack/Service Gap: Subtracting the travel time from the original gap time. If the gap in service remains greater than or equal to thirty (30) minutes, it will be considered unbillable slack/service gap time, and would be deducted from the revenue service hours.

Note: The average system speed will be recalculated every July based on actual system speed in the previous year. New calculation will apply retroactively to the start of the new fiscal year.

- 3) All references in the ADA Paratransit contract documents to 1214A Pioneer Way in El Cajon are deleted as this is no longer applicable.

4) PARATRANSIT DRIVER MANIFESTS DOCUMENT RETENTION POLICY

Driver manifests should be kept for a rolling thirty-six (36) months from the most recent date of payment.

**SCHEDULE**

Per the original contract agreement, the five-year base contract shall begin July 1, 2010 and continue through June 30, 2015. Option years six through nine will be exercised at the sole discretion of MTS.

**PAYMENT**

Payment shall be based upon the contract rates under the attached First Transit ADA Kearny Mesa pricing. The total cost of the base contract and all options is expected to be approximately \$100,168,549.

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

Sincerely,

  
Paul C. Jablonski  
Chief Executive Officer

Agreed:

  
Nick Promponas/Senior Vice President  
First Transit

Attachment: A. Copley Park Kearny Mesa ADA Paratransit Facility Lease  
B. Kearny Mesa First Transit pricing

December 11, 2014

MTS Doc. No. G1205.2-10

First Transit, Inc.  
 Nick Promponas, Senior V.P.  
 7581 Willow Drive, Suite 103  
 Tempe, AZ 85283

Subject: AMENDMENT NO. 2 TO MTS DOC. NO. G1205.0-10 ADA PARATRANSIT SERVICES

Mr. Promponas:

MTS amends the Agreement G1205.0-10 to incorporate the following changes:

Period of Performance:

This is your formal notification that MTS has elected to exercise the first option period of two years. The period of performance completion date will change from June 30, 2015 to June 30, 2017.

Scope of Work:

Due to the increased demand of MTS Paratransit services, MTS has added additional funding to compensate for previous increases and adjusted the current estimated expenses through the performance period ending June 30, 2017. Revised estimate revenue hours for base year 5 and the first option period (years 6 and 7) are as follows:

Performance Period	Original Estimate	Revised Estimate
Contract Year 5	172,502	234,778
Contract Year 6	175,952	258,256
Contract Year 7	179,471	284,082

Contract Value:

As a result of this Amendment the contract value has increased by \$17,446,884.00 (as stated below) from a not to exceed value of \$100,168,549 to \$117,615,441+33.00. The contract value shall not be exceeded without prior written approval from MTS.

Additional Funding to Compensate Contract Years 1-4	\$4,711,745
Additional Funding to Complete Contract Year 5	\$3,050,294
Additional Funding for Contract Year 6	\$4,180,227
Additional Funding for Contract Year 7	\$5,504,618
<b>Total Increase to Current Contract Value</b>	<b>\$17,446,884</b>

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

Sincerely,

Agreed:

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Paul C. Jablonski  
Chief Executive Officer

---

Nick Promponas,  
Senior Vice President

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





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## Agenda Item No. 12

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

DECEMBER 11, 2014

#### SUBJECT:

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

#### INFORMATIONAL ONLY

##### Budget Impact

None.

#### DISCUSSION:

As a Federal Transit Administration (FTA) grantee, MTS complies with the federal regulations set forth in Title 49 of the Code of Federal Regulations Part 26 regarding participation by DBEs in the U.S. Department of Transportation (DOT) Program. The DBE regulations requires MTS to prepare DBE goals based upon the number of ready, willing, and able DBE-certified contractors available to bid on certain categories of MTS procurements.

The goals of the DBE program are:

1. to ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. to create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. to ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. to ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. to help remove barriers to the participation of DBEs in DOT-assisted contracts;



6. to assist the development of firms that can compete successfully in the marketplace outside of the DBE program; and
7. to provide appropriate flexibility to recipients of federal financial assistance in establishing and providing opportunities for DBEs.

**For the current triennial reporting period (October 1, 2012, to September 30, 2015), MTS has a race-neutral program with an aspirational goal of 4.1% DBE participation.**

A race-neutral DBE program means that no special quotas or advantages are provided to DBE contractors. Instead, MTS conducts outreach to DBE and other contractors in an effort to inform them of upcoming MTS procurements. Successful bidders are chosen using race-neutral means generally through a low-bid or best-value procurement process.

For purposes of reporting DBE participation rates to the FTA, MTS may only count participation by certified DBE contractors. Contractors with only a women, disabled veteran, or minority-owned certification do not qualify for DBE reporting. Certified DBE contractors must (1) have a woman or minority as a majority owner, and (2) meet specified income limits for both the business and the majority owner.

#### Summary of Semiannual DBE Report Findings (Federal Funds Only)

The current FTA semiannual reporting period runs from April 1, 2014, to September 30, 2014. For projects using federal funds, there were a total of 63 contracts that were entered into during the reporting period (Attachment A) and 49 contracts that were completed during the reporting period (Attachment B).

	Contract Awards/Commitments			Goal
<u>REPORTING PERIOD</u>	<u>Total Federal \$\$</u>	<u>DBE \$\$</u>	<u>DBE %</u>	<u>vs 4.1%</u>
<b>Apr 1, 2014 to Sept 30, 2014</b>	\$22,871,104.47	\$2,699,042.86	11.80%	+7.7%

	Contracts Completed (Actual Payments)			Goal
<u>REPORTING PERIOD</u>	<u>Total Federal \$\$</u>	<u>DBE \$\$</u>	<u>DBE %</u>	<u>vs 4.1%</u>
<b>Apr 1, 2014 to Sept 30, 2014</b>	\$8,885,583.71	\$3,768,706.60	42.41%	+38.31%

The MTS History of DBE Semi Annual Reports (Attachment C) shows MTS DBE participation from Federal Fiscal Year 2004 to present. For the current FTA Triennial reporting period, MTS's cumulative DBE attainment is 6.58% for Contract Awards/Commitments and 17.11% for Contracts Completed, both of which exceed MTS's 4.1% goal.

#### Local Funds

MTS generally reserves federal funds for capital projects and state-of-good-repair vehicle or system maintenance projects. MTS uses local and state funds for MTS administrative costs and other operating expenses (e.g., marketing expenses, land management, office supplies). SANDAG is responsible for most of the MTS-related construction projects. Some small construction projects are completed by MTS using Job Order Contracts originally awarded as part of SANDAG's construction contracting program. Only contracts awarded and paid by MTS using federal funds (or a portion of federal funds) are reported

to the FTA under the DBE reporting obligation. In addition, the FTA only calculates the realization of DBE firms. The FTA does not record the realization of minority or women-owned firms that do not meet the DBE personal and business income limits. Such firms are identified as "WBE", "MBE", "SB" and "MB" in the attached MTS reports.

MTS's participation rates for the reporting period, using local funds, were as follows:

REPORTING PERIOD	Contract Awards/Commitments		
	Total \$\$	DBE \$\$	DBE %
Local Funds: Apr 1, 2014 to Sept 30, 2014	13,796,854.21	\$192,117.24	1.39%

REPORTING PERIOD	Contract Completed		
	Total Local \$\$	DBE \$\$	DBE %
Local Funds: Apr 1, 2014 to Sept 30, 2014	\$8,530,976.84	\$131,466.51	1.54%



Paul C. Jablonski  
Chief Executive Officer

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

Attachments: A. Semiannual DBE Report Spreadsheet 4/1/14-9/30/14 – Contracts Awarded  
B. Semiannual DBE Report Spreadsheet 4/1/14-9/30/14 – Contracts Completed  
C. History of Semiannual DBE Reports (FY 2004 to Present)

**Federal Funds**

Contracts	Doc #/ PO/ WO	Organization	Subject	Amount	Funding Source	DBE	SBE/MBE/WB/DBE	DBE Reported	Day	FTA
1	B0611.0-14	CREATIVE BUS SALES	MINI AND PARATRANSIT BUSES	\$2,925,532.75	11306-1300	N	N	\$0.00	4/1/2014	Y
2	B0611.1-14	CREATIVE BUS SALES	EXERCISE 28 BUS OPTION	\$1,948,343.32	11306-1300	N	N	\$0.00	4/1/2014	Y
3	G1386.0-11.02.02	PGH WONG ENGINEERING	SDAE RIGHT OF WAY	\$50,000.00		N	N	\$0.00	4/3/2014	Y
4	PW001108	ELECTRO SPECIALTY SYSTEMS	CCTV EQUIPMENT RELOCATION	\$9,600.00	11367-0800	N	N	\$0.00	4/4/2014	Y
5	G1434.2-12	WHEATLEY BINGHAM & BAKER	INCREASE CONTRACT AMOUNT	\$150,000.00		N	N	\$0.00	4/14/2014	Y
6	3683	CELICO PARTNERSHIP	SAMSUNG GALAXY 2 PEDESTAL AND CHARGER HOLDER	\$33,598.50	11354-0200	N	N	\$0.00	4/16/2014	Y
7	3684	PROCLIPS USA, INC.	WINDOWS SERVER	\$31,841.36	11354-0200	N	N	\$0.00	4/16/2014	Y
8	3680	NTH GENERATION COMPUTING, INC.	SOFTWARE SERVICE AND MAINTENANCE 5 YEARS	\$5,054.00	11290-0200	N	WBE	\$0.00	4/16/2014	Y
9	B0563.6-11	TRAPEZE SOFTWARE	TRACK GEOMETRIC TESTING SERVICES	\$1,369,840.00	11354-0200/850-53910	N	N	\$0.00	4/24/2014	Y
10	L1201.0-14	HOLLAND LP	AMEND 1 - OPTION YRS 1 AND 2	\$19,250.00	371-53710	N	N	\$0.00	4/24/2014	Y
11	G1386.1-11	TERMINIX	DELL PRECISION AND MONITORS	\$38,280.00	331/312/380	N	N	\$0.00	5/2/2014	Y
12	3695	DELL COMPUTER CORP	DELL LATITUDE, DOCKING STATION	\$23,462.07	11290-1500	N	N	\$0.00	5/5/2014	Y
13	3696	DELL COMPUTER CORP	GALLEON TIME SERVER	\$32,464.81	11290-1500	N	N	\$0.00	5/5/2014	Y
14	3697	GALLEON SYSTEMS	BODY REHAB FOR 5 SD-100 LRVS	\$1,569.00	11290-1500	N	N	\$0.00	5/5/2014	Y
15	L1176.0-14	CARLOS GUZMAN	BLDG A AC UNIT REPLACEMENT	\$221,900.00	11165-0800	N	N	\$0.00	5/9/2014	Y
16	PW001113	AO REED ABC	IAD SERVER RM HVAC REPLACEMENT	\$14,092.00	11301-0200	N	N	\$0.00	5/15/2014	Y
17	PWL135.0-12.10.2	CONSTRUCTION, INC.	RTMS BACK OFFICE EQUIPMENT	(\$1,772.36)	11290-1500/661-53910	N	N	\$0.00	5/16/2014	Y
18	G1707.0-14; G1707.1-14	NTH GENERATION	RTMS BACK OFFICE EQUIPMENT	\$402,260.26	11290-0200/661-53910	N	WBE	\$0.00	5/19/2014	Y
19	G1708.0-14; G1708.1-14	NTH GENERATION	SAP CRY REPORTS	\$57,036.11	11290-1500	N	WBE	\$0.00	5/19/2014	Y
20	3714	CDWG	INCREASE CONTRACT AMOUNT	\$12,982.92	11306-0800	N	N	\$0.00	5/19/2014	Y
21	G1455.2-12	LAUGHLIN, FALBO, LEVY	IN-PLANT INSPECTIONS	\$20,000.00		N	N	\$0.00	5/21/2014	Y
22	G1702.0-14	AMERITRAN SERVICE CORP		\$11,775.00	11306-0800	N	N	\$0.00	5/23/2014	Y

All Contracts, POs and WOs except \$0. Revenue, Transit Vehicle Manufacturer and Real Property

23	3727	CDWG	CITRIX XEN APP	\$7,900.00 11290	N	N	5/30/2014	Y
24	G1435.3-12	ROSS & BARUZZINI	TIME EXTENSION - RTMS PROJECT	\$98,500.00 11290-0800	N	N	5/30/2014	Y
25	3728	CDWG	HP SERVERS	\$5,574.96 11354-1500	N	N	5/30/2014	Y
26	G1677.0-14	LEAVITT GROUP	EMPLOYEE BENEFITS BROKER/CONSULTING	903-52310/771-308,665.00 53114	N	N	5/4/2014	Y
27	PW001114	VEOLIA	ORANGE LINE RAIL	\$27,600.00 12824-0800	N	N	6/6/2014	Y
28	3742	CDWG	APC SMART UPS	\$4,633.20 11290-1500	N	N	6/12/2014	Y
29	3743	CDWG	MULTIPLE IT ITEMS	\$9,089.24 11290-1500	N	N	6/12/2014	Y
30	3744	CDWG	MULTIPLE IT ITEMS	\$28,779.72 11290-1500	N	N	6/12/2014	Y
31	G1387.4-11	NMS MANAGEMENT	1 ADDITIONAL DAY OF CLEANING KMD	\$3,245.98 332-53640	Y	Male / Hispanic	6/13/2014	Y
32	PWL113.1-09	KONE	EXTEND 6 MONTHS	\$5,500.00 331-53720	N	N	6/13/2014	Y
33	PWL116.3-09	KONE	EXTEND 6 MONTHS	\$20,000.00 381-53630	N	N	6/13/2014	Y
34	3754	CELICO PARTNERSHIP	SAMSUNG GALAXY 2 TABLETS	\$3,450.00 11354-1500	N	N	6/26/2014	Y
35	G1322.1-10	PRUDENTIAL	ADD JACKETS FOR SDTC EMPLOYEES	\$16,406.00 651-53940	N	N	6/27/2014	Y
36	G1695.0-14	CUBIC	SOFTWARE MAINTENANCE AGREEMENT	\$66,964.00 612-53910	N	N	7/1/2014	Y
37	3760	TURNBOUGH	E-LEARNING PILOT SYSTEM	\$24,800.00 350-53440	N	N	7/1/2014	Y
38	3761	CDWG	SERVER RACKS	\$11,408.20 12812-0200	N	N	7/2/2014	Y
39	3762	MILE-X	OIL FILTER CRUSHER	\$11,272.83 12812-0200	N	N	7/2/2014	Y
40	PWB149.0-14	TELLIARD CONSTRUCTION	REPLACEMENT BUS WASH	\$671,573.00 11286-1000	N	N	7/8/2014	Y
41	L1186.0-14	DEANGELO BROTHERS, INC.	WEED ABATEMENT SERVICES	\$362,862.50 371-53710	N	N	7/14/2014	Y
42	3770	CDWG	ASYNCHRONOUS MODULE	\$3,582.80 11290	N	N	7/21/2014	Y
43	G1477.1-12	SOFTCHOICE	RTMS EXPANSION EXTRA EQUIPMENT	\$48,289.59 11290-1500	N	N	7/22/2014	Y
44	L1197.0-14	SAN DIEGO SWEEPING SERVICE	PARKING LOT SWEEPING	\$97,272.00 381-53710	N	N	7/29/2014	Y
45	B0521.7-09	APOLLO	TAX TRANSFER	\$19,014.30 11184	N	N	7/30/2014	Y
46	G1716.1-14	DUANE MORRIS	INCREASE CONTRACT AMOUNT	10121-255,000.00 53110/53111	N	N	8/1/2014	Y
47	L1193.0-14	CARLOS GUZMAN	LRV ACCIDENT & VANDALISM BODY REPAIR	\$7,790,322.00 355-53510/53610	N	N	8/1/2014	Y
48	PW001119	ABC CONSTRUCTION	HVAC INSULATION	\$14,719.00 11301-1000	N	N	8/6/2014	Y
49	B0611.2-14	CREATIVE BUS SALES	AMEREX FIRE SUPPRESSION SYSTEM	\$22,595.46 11306-1300	N	N	8/14/2014	Y



50	G1490.2-13	LIEDLE, LOUNSBERY	INCREASE CONTRACT AMOUNT	\$110,000.00	633-53310	N	N	N	\$0.00	8/19/2014	Y
51	B0453.4-06	VEOLIA	PURCHASE UP TO 25 BUSES AND PARTS	\$2,754,000.00	11310-1301	N	N	N	\$0.00	8/26/2014	Y
52	3816	CDWG	KVM 2 G SERVER MODULES	\$1,433.02	11290	N	N	N	\$0.00	9/5/2014	Y
53	PW001123	ESS	CAMERA RELOCATION BLUE LINE	\$6,400.00	12833	N	N	N	\$0.00	9/18/2014	Y
54	PW001124	MADDEN CONSTRUCTION	CEMENT SLAB AT GROSSMONT STATION	\$29,633.63	11283-0200	N	N	N	\$0.00	9/18/2014	Y
55	3827	MADDEN CONSTRUCTION	TRANCHING FOR BLDG A UNIT 1	\$779.69	11301-1000	N	N	N	\$0.00	9/18/2014	Y
56	3826	AT&T	METYRO SWITCH	\$9,571.36	12812-0200	N	N	N	\$0.00	9/19/2014	Y
57	3828	GOODYEAR	228 TIRES	\$111,590.04	11310-1300	N	N	N	\$0.00	9/22/2014	Y
58	B0617.0-15	EF ENTERPRISES	IN-PLANT INSPECTIONS	\$12,250.00	11310-0800	Y	Female / Hispanic		\$12,250.00	9/22/2014	Y
59	3830	MILE-X	WISE AND BENCH GRINDER	\$8,462.88	12812-0200	N	N	N	\$0.00	9/23/2014	Y
60	G1387.5-11	NMS MANAGEMENT	OPTION YEARS 1 AND 2	\$2,683,546.88	350-53720	Y	Male / Hispanic		\$2,683,546.88	9/23/2014	Y
61	3833	ALLIANT	WORKERS COMP AUDIT PREMIUM	\$8,528.00	903-52570	N	N	N	\$0.00	9/25/2014	Y
62	L0955.4-10	UTC FIRE & SECURITY	PERFORMANCE BOND	\$36,000.00	11271-0800	N	N	N	\$0.00	9/25/2014	Y
63	PW001126	MADDEN CONSTRUCTION	ELECTRICAL AND CARPET FOR RADIO ROO	\$12,779.45	11290-0200	N	N	N	\$0.00	9/29/2014	Y
		FEDERAL FUNDS TOTAL		\$22,871,104.47							
		DBE FEDERAL FUNDS		\$2,699,042.86							
		% DBE FUNDS		11.80%							
		SBE/ MBE/ WBE/ DVBE		\$464,350.37							
		% SBE/ MBE/ WBE/ DVBE		2.03%							
Local Funds											
	Doc #/ PO/ WO	Organization	Subject	Amount	Funding Source	DBE	SBE/MBE/W BE/DVBE	DBEReported	Day	FTA	
64	3673	GSG LLC	SD TROLLEY POCKET GUIDES	\$4,200.12	553-53750	N	N	\$0.00	4/2/2014	N	
65	3674	CBT SUPPLY DBA SMARTDESKS	HR KIOSKS - CARRELS	\$4,176.86	661-54930	N	N	\$0.00	4/3/2014	N	
66	PW001107	VERDUGO TESTING CO	IAD LOT DEMO AND RESURFACING	\$18,595.20	902-53910	N	N	\$0.00	4/3/2014	N	
67	3679	SUPERGRAPHICS, INC.	BUS WRAPS	\$88,136.00	551-53910	N	N	\$0.00	4/4/2014	N	
68	3675	CITY ELECTRIC WORKS	ELECTRIC WORK AT TAXI INSPECTION	\$490.00	791-53630	N	N	\$0.00	4/9/2014	N	

All Contracts, POs and WOs except \$0, Revenue, Transit Vehicle Manufacturer and Real Property

69	3678	DLT SOLUTIONS, INC.	UPGRADE SOLARWINDS SERVER	\$8,414.28	661-54930	N	N	\$0.00	4/11/2014	N
70	3677	T. FETTER	COPLEY PARK MAINTENANCE	\$8,627.08	850-53910	N	N	\$0.00	4/11/2014	N
71	3681	APPLIED DATA CONSULTANTS, INC	ARCGIS SPATIAL ANALYST	\$2,100.00	661-53910	N	N	\$0.00	4/16/2014	N
72	3682	AT&T	CISCO UC CONFERENCE STATION	\$1,638.16	661-53910	N	N	\$0.00	4/16/2014	N
73	PWB151.0-14	GO NATURAL GAS, INC.	PURCHASE & INSTALL CNG AT CHULA VISTA	\$108,256.00	11357-0200	N	SB	\$0.00	4/17/2014	N
74	3685	DELL COMPUTER CORP	DELL LATITUDE E7440	\$2,338.95	661-54930	N	N	\$0.00	4/17/2014	N
75	G1299.4-10	UNIVERSAL PROTECTION SERVICES	EXERCISE OPTION 1 AND 2	\$2,545,025.10	420-53510	N	N	\$0.00	4/17/2014	N
76	3676	MADDEN CONSTRUCTION, INC	TRANSIT STORE REPAIRS	\$980.00	530-61030	N	N	\$0.00	4/18/2014	N
77	3686	WILLIAM NORRIS	R&R MARATHON CONSULTING	\$14,950.00	420-53910	N	N	\$0.00	4/18/2014	N
78	3688	CINTAS CORP	AS NEEDED FIRE EXT INSPECTION	\$1,756.62	846-53920	N	N	\$0.00	4/22/2014	N
79	G1529.1-13	GIRO, INC	UPGRADE TO V2014	\$35,280.00	11311	N	N	\$0.00	4/25/2014	N
80	3689	IACCESS, INC.	HID CARDS FOR HR	\$11,124.00	711-53750	N	N	\$0.00	4/28/2014	N
81	3690	AAA PRINTING	HEADWAY PRINTING	\$2,994.73	515-53740	N	N	\$0.00	4/28/2014	N
82	G1493.0-13.05	KIMLEY HORN & ASSOCIATES	GEEN LINE COMM UPGRADE PHASE1	\$60,000.00		N	N	\$0.00	4/28/2014	N
83	PWL146.1-13	TRI-SIGNAL INTEGRATION	FIRE ALARM TESTING SABER SPRINGS AND PQ	\$30,706.00	840-53920	N	N	\$0.00	4/28/2014	N
84	3691	WILLIAM NORRIS	TSGP APPLICATION SERVICES	\$3,507.50	420-53910	N	N	\$0.00	4/29/2014	N
85	PW001110	COMMUNICATION WIRING SPECIALIS	TRUNK LINE RELOCATION IAD SERVER	\$4,432.26	11337-0200	N	N	\$0.00	4/29/2014	N
86	PW001111	TRI-SIGNAL INTEGRATION, INC.	ALARM PANEL INTEGRATION IAD SERVER	\$2,432.00	11337-0200	N	N	\$0.00	4/29/2014	N
87	G1709.0-14	GOODWILL INDUSTRIES	COMPASS CARD 150 HRS ELLIPSE SUPPORT	\$2,500.00	530-53114	N	N	\$0.00	5/1/2014	N
88	3473	ADDONS, INC.	JOHN DEER GATOR TE EUV	\$34,155.00	661-53910	N	N	\$0.00	5/5/2014	N
89	3694	STOTZ EQUIPMENT XEROX	REPAIRS TO RTMS SYSTEM 26	\$14,419.08	11391-0200	N	N	\$0.00	5/5/2014	N
90	3693	TRANSPORTATION SOLUTIONS	BLUEBIRDS	\$25,000.00	971-53910	N	N	\$0.00	5/5/2014	N
91	3698	CDWG	FLUKE LINKRUNNER	\$2,634.12	661-54930	N	N	\$0.00	5/6/2014	N

Contracts Awarded

April 1, 2014 to September 30, 2014

Att. A, AI 12, 12/11/14

All Contracts, POs and WOs except \$0, Revenue, Transit Vehicle Manufacturer and Real Property

92	3699	CDWG	FLUKE, VERBATIM, FELLOWS	\$1,442.40	661-54920	N	N	\$0.00	5/6/2014	N
93	3700	GONZALEZ WHITE CONSULTING	PREVAILING WAGE COMPLIANCE SERVICES	\$10,000.00	50641-53910	Y	Hispanic	\$10,000.00	5/6/2014	N
94	3701	CDWG	APC NETSHELTER AND LOCKS	\$1,678.28	661-54930	N	N	\$0.00	5/7/2014	N
95	3702	VOKAB KOMPANY	SYNC RIGHTS	\$1,000.00	554-53114	N	N	\$0.00	5/7/2014	N
96	3703	RON FOUNTENBERY	AMBASSADOR FEE	\$1,000.00	554-53117	N	N	\$0.00	5/7/2014	N
97	3704	BUCK-O-NINE	SYNC RIGHTS	\$1,000.00	544-53114	N	N	\$0.00	5/7/2014	N
98	3705	EDGAR ALMINAR	AMBASSADOR FEE	\$1,000.00	554-53114	N	N	\$0.00	5/7/2014	N
99	3706	SANTIAGO OROZCO TECHNOLOGY	AMBASSADOR FEE	\$1,000.00	554-53117	N	N	\$0.00	5/7/2014	N
100	3707	SERVICES	AIR CURTAIN INSTALL	\$9,218.60	902-54540	N	N	\$0.00	5/9/2014	N
101	3708	DELL COMPUTER CORP	LATITUDE E7440 COMMUNICATION EQUIPMENT OP CENTER	\$4,464.69	661-54930	N	N	\$0.00	5/9/2014	N
102	3709	MOTOROLA SOLUTIONS, INC.	REPAIR FOR P133	\$15,541.97	11322-0200	N	N	\$0.00	5/12/2014	N
103	3710	SANTEE COLLISION CENTER	SECURITY CALNET	\$2,048.46	424-53620	N	N	\$0.00	5/12/2014	N
104	3339	AT&T	TELECOMMUNICATIO N	\$652,725.00	902-55510	N	N	\$0.00	5/13/2014	N
105	3718	CDWG	CISCO 1921 T1 BUNDLE	\$1,377.00	661-54930	N	N	\$0.00	5/15/2014	N
106	G1712.0-14	HITECH SOFTWARE, INC.	SABRE SPRING STRUCTURE MAINT & SERVICES	\$35,521.20	848-53720	N	N	\$0.00	5/16/2014	N
107	PWL134.0-12.27	CONSTRUCTION, INC.	CENTRAL AVE. GRADE CROSSING	\$217,313.21		N	N	\$0.00	5/16/2014	N
108	PWL134.0-12.28	CONSTRUCTION, INC.	MERLIN DR GRADE CROSSING	\$231,357.36		N	N	\$0.00	5/16/2014	N
109	PWL134.0-12.30	CONSTRUCTION, INC.	NORTH AVE GRADE CROSSING	\$481,742.46		N	N	\$0.00	5/16/2014	N
110	G1430.3-12	PAUL PLEVIN	INCREASE CONTRACT AMOUNT	\$60,000.00	711-53110	N	N	\$0.00	5/16/2014	N
111	3713	INTH GENERATION	MISC. ELECTRONIC EQUIPMENT	\$17,414.12	11200-0200	N	WBE	\$0.00	5/19/2014	N
112	3715	CDWG	MISC. ELECTRONIC EQUIPMENT	\$3,478.20	661-54930	N	N	\$0.00	5/19/2014	N
113	3717	CDWG	MISC. ELECTRONIC EQUIPMENT	\$3,478.20	661-54930	N	N	\$0.00	5/19/2014	N
114	3719	DELL COMPUTERS	OPTIPLEX AND MONITORS	\$60,886.28	661-54930	N	N	\$0.00	5/19/2014	N
115	3721	AT&T	WIRELESS EQUIPMENT	\$28,861.28	11341	N	N	\$0.00	5/19/2014	N



All Contracts, POs and WOs except \$0, Revenue, Transit Vehicle Manufacturer and Real Property

116	3722	AT&T	WIRELESS EQUIPMENT	\$40,259.31	11341	N	N	\$0.00	5/19/2014	N
117	3720	HOUSE OF IDEAS	ENVELOPES AND LETTERHEAD	\$9,914.40	902-54910	N	N	\$0.00	5/19/2014	N
118	3723	CDWG	ADOBE CREATIVE CLOUD	\$579.00	661-54920	N	N	\$0.00	5/20/2014	N
119	3724	WOFCOM ENTERPRISES	VIDEO STORAGE SOFTWARE	\$9,990.00	11200-0200	N	N	\$0.00	5/22/2014	N
120	3725	CRUZ ESTRILLA'S CADD	CAD & DRAFTING SERVICES GREEN LINE	\$2,104.20	11375-0800	Y	Male / Hispanic	\$0.00	5/23/2014	N
121	3726	TRAILCAMPRO	CERAMAS AND ACCESSORIES	\$5,909.62	429-53520	N	N	\$0.00	5/27/2014	N
122	G1379.2-11	DIAMOND ENVIRONMENTAL	OPTION YEAR ONE	\$38,445.32	201-53910	N	N	\$0.00	5/29/2014	N
123	3729	MYTHICS, INC.	ORACLE DATABASE ENTERPRISE	\$4,849.82	661-53910	N	N	\$0.00	5/30/2014	N
124	3734	CARAHSOFT TECHNOLOGY	SAP BUS OBJECTS MAINTENANCE	\$24,355.32	661-53910	N	N	\$0.00	6/3/2014	N
125	3735	GSG	FUN PLACES BROCHURE	\$2,081.80	551-53750	N	N	\$0.00	6/3/2014	N
126	3731	CDWG	MULTIPLE IT ITEMS HP LASER	\$2,332.30	661-54920	N	N	\$0.00	6/6/2014	N
127	3732	CDWG	ENTERPRISE	\$1,498.96	661-54930	N	N	\$0.00	6/6/2014	N
128	3733	CDWG	CISCO SMARTNER	\$459.00	661-53910	N	N	\$0.00	6/6/2014	N
129	3738	NEVENESCH PRINTERS	MTS VEHICLE PUNCH OUT	\$9,660.60	551-53750	N	N	\$0.00	6/6/2014	N
130	PW001115	PARADIGN MECHANICAL	REMOVAL & REPLACEMENT 5 TON HVAC	\$10,501.00	11385-0200	N	N	\$0.00	6/6/2014	N
131	G1716.0-14	DUANE MORRIS	LEGAL SERVICES	\$50,000.00	10121-53110	N	N	\$0.00	6/9/2014	N
132	3739	WILLIAM NORRIS	SECURITY CONSULTING SERVICES	\$89,250.00	420-53910	N	N	\$0.00	6/9/2014	N
133	3740	GONZALEZ WHITE CONSULTING	CONSULTING SERVICES	\$86,400.00	641-53910	Y	Female / Hispanic	\$86,400.00	6/11/2014	N
134	G1719.0-14	ACTION RESEARCH CLAIRMONT EQUIPMENT COMPANY	MOBILE PHONE USAGE SURVEY	\$67,850.00	551-53114	Y	Female / Caucasian	\$67,850.00	6/12/2014	N
135	3746		SISSOR LIFT AND TRAILER	\$30,580.20	11390	N	N	\$0.00	6/13/2014	N
136	3745	SALVADOR BARAJAS	ON-CALL TRANSLATION SERVICES MKTG	\$2,992.00	551-53114	N	N	\$0.00	6/13/2014	N
137	3747	RUSH PRESS	REGIONAL TRANSIT MAPS	\$18,863.28	553-53750	N	N	\$0.00	6/19/2014	N
138	3748	FABRICATION ARTS	BUS SIGNS	\$11,126.16	840-53920	N	N	\$0.00	6/20/2014	N
139	3749	PATCO INDUSTRIES	SWITCH MACHINES US&S M23A	\$12,700.00	11388-0200	N	N	\$0.00	6/24/2014	N
140	3750	THE DATA GROUP	2014 CHARGERS BROCHURE	\$3,560.42	551-53750	N	N	\$0.00	6/25/2014	N
141	3751	AMERICAN PUBLIC TRANSPORTATION	MEMBERSHIP DUES FY 15	\$57,442.00	902-59110	N	N	\$0.00	6/25/2014	N

142	3752	GENERAL INFORMATION SYSTEMS	HAND HELD UNITS	\$11,480.00	11200-0200	N	N	\$0.00	6/26/2014	N
143	3753	SAN DIEGO READER	FULL PAGE ADS							
144	3755	ALLIANT	THREE YEARS 7/14-6/17	\$57,024.00	551-53114	N	N	\$0.00	6/26/2014	N
145	L0947.1-10	DAY WIRELESS	CRIME INSURANCE	\$12,176.00	923-53290	N	N	\$0.00	6/27/2014	N
146	PW001116	SYSTEM	INCREASE AMOUNT	\$5,000.00	270-53650	N	N	\$0.00	6/27/2014	N
147	G0867.15-03	ESS	ON-CALL SERVICES	\$48,950.00	420-53910	N	N	\$0.00	6/27/2014	N
148	L0856.3-09	MOTOROLA	RTMS MAINTENANCE	\$941,700.00	50661-53910	N	N	\$0.00	6/27/2014	N
149	3757	CUBIC	EXTEND CONTRACT	\$28,770.00	902-59620	N	N	\$0.00	6/27/2014	N
150	3759	CUBIC	PROGRAMMING							
151	PW001117	KOCH ARMSTRONG	SMARTCARD READER	\$2,325.00	11200-0200	N	N	\$0.00	6/30/2014	N
152	3758	GENERAL CONSTRU	SOFTWARE SCRIPT	\$1,881.00	551-53950	N	N	\$0.00	6/30/2014	N
153	3763	AT&T	CONCRETE REPAIRS							
154	3764	WORK 4 LABS	EL CAJON TROLLEY	\$26,611.02	11200-1000	N	N	\$0.00	6/30/2014	N
155	L1052.1-12	AMERICON	CISCO EMAIL	\$16,006.80	661-53910	N	N	\$0.00	7/1/2014	N
156	G1727.0-14	SIEMENS INDUSTRY, INC.	GATEWAY	\$5,993.55	711-53410	N	N	\$0.00	7/2/2014	N
157	3766	LEXIS-NEXIS	HR FACEBOOK	\$24,754.48	11352-0200	N	N	\$0.00	7/8/2014	N
158	PW001118	THE DAILY AZTEC	RECRUITING MGMT							
159	3767	ADDONS, INC	EOC FURNITURE	(\$1,352.33)	11302-0200	N	N	\$0.00	7/16/2014	N
160	3768	RIDOUT PLASTICS	COST REDUCTION	\$1,836.00		N	N	\$0.00	7/17/2014	N
161	3769	NCE COMPUTER GROUP	SUBSCRIPTION	\$10,074.00	661-53910	N	N	\$0.00	7/17/2014	N
162	3771	MYTHICS, INC.	NORTEL	\$41,672.80	661-53910	N	N	\$0.00	7/17/2014	N
163	3772	CDWG	MAINTENANCE 1 YR	\$12,420.00	551-53114	N	N	\$0.00	7/18/2014	N
164	3773	CDWG	LOW VOLTAGE							
165	3775	DELL	CABLING	\$57,750.00	661-53910	N	N	\$0.00	7/18/2014	N
166	3776	ANDERSON & BRABANT	PRINT ADS	\$894.73	530-53910	N	N	\$0.00	7/21/2014	N
167	3774	CUBIC	ON-CALL SERVICES FOR ELLIPSE	\$14,096.52	661-53910	N	N	\$0.00	7/21/2014	N
168	3778	TRANSPORTATION	TIMETABLE AND FORM HOLDER	\$9,947.09	532-53910	N	N	\$0.00	7/22/2014	N
169	3779	CDWG	CX300 MAINTENANCE	\$2,960.88	661-53930	N	N	\$0.00	7/22/2014	N
170	3780	PIXEL IMAGING	MS SURFACE	\$3,422.80	661-53930	N	N	\$0.00	7/22/2014	N
			APC NETSHELTER	\$1,074.60	530-54920	N	N	\$0.00	7/23/2014	N
			TOAD FOR ORACLE	\$3,500.00	791-53910	N	N	\$0.00	7/24/2014	N
			APPRAISAL OF WASHINGTON WYE	\$2,950.00	532-53650	N	N	\$0.00	7/25/2014	N
			REPAIR OF VERIFONES							
			LASER JET COLOR PRINTER	\$446.76	661-53930	N	N	\$0.00	7/25/2014	N
			TROLLEY WRAPS	\$52,420.00	551-53750	N	N	\$0.00	7/25/2014	N

171	G1679.1-14	SIGNA	MAINTENANCE REPAIR ADDITIONAL PRINTER	\$6,930.00 902-53650	N	SB	\$0.00	7/29/2014	N
172	G1730.0-15	SIGNA	PURCHASE OF NEW CANON COPIER	\$19,675.08 11200-1500	N	SB	\$0.00	7/29/2014	N
173	3782	CDWG	HP LASER PRINTER	\$1,595.56 661-53930	N	N	\$0.00	7/28/2014	N
174	G1698.0-14	VERIZON WIRELESS	CELLULAR AND DATA SERVICES	\$141,930.00 850-53910	N	N	\$0.00	7/28/2014	N
175	G1734.0-15	SOLORZANO CARVAJAL GONZALEZ	MEXICO LEGAL SERVICES - R&R NEGOTIATIONS	\$50,000.00 771-53110	N	N	\$0.00	7/29/2014	N
176	3781	AT&T	WIRELESS INFRASTRUCTURE	\$1,208,189.92 11324	N	N	\$0.00	7/29/2014	N
177	3783	CDWG	PHASE 3B PRINTER	\$754.39 661-53930	N	N	\$0.00	7/29/2014	N
178	3785	CUBIC	SOFTWARE SCRIPT	\$1,881.00 551-5395	N	N	\$0.00	7/29/2014	N
179	3786	ALLIANT	FIDUCIARY INSURANCE	\$13,618.00 663-56290	N	N	\$0.00	7/30/2014	N
180	G1430.4-12	PAUL PLEVIN	INCREASE CONTRACT AMOUNT	\$150,000.00 711-53110/53111	N	N	\$0.00	7/30/2014	N
181	3787	3D ART EXPO	SAND SCULPTING PARTNERSHIP	\$5,150.00 554-53114	N	N	\$0.00	7/31/2014	N
182	G1433.4-12	TROVILLION, INVEISS AND DEMAKI	INCREASE CONTRACT AMOUNT	\$80,000.00 633-52550	N	N	\$0.00	7/31/2014	N
183	3788	MONSTER	JOB POSTING FOR IT	\$770.00 711-53410	N	N	\$0.00	8/1/2014	N
184	G1434.3-12	WHEATLEY BINGHAM	INCREASE CONTRACT AMOUNT	\$420,000.00 633-53310	N	N	\$0.00	8/1/2014	N
185	G1491.2-13	MANNING & KASS	INCREASE CONTRACT AMOUNT	\$30,000.00 633-53310	N	N	\$0.00	8/1/2014	N
186	G1500.2-13	APPLIEDTRUST, INC.	CYBER SECURITY ASSESMENT	\$35,000.00 661-53910	N	N	\$0.00	8/4/2014	N
187	G1423.3-12	DAVID SKYER	INCREASE CONTRACT AMOUNT	\$170,000.00 633-53310	N	N	\$0.00	8/5/2014	N
188	G1422.2-12	BEST BEST & KRIEGER	INCREASE CONTRACT AMOUNT	\$90,000.00 121-53110/53111	N	N	\$0.00	8/6/2014	N
189	G1432.4-12	RYAN MERCALDO	INCREASE CONTRACT AMOUNT	\$100,000.00 633-53310	N	N	\$0.00	8/6/2014	N
190	3791	JACKSON & FOSTER	QUARTERLY MAINTENANCE	\$1,203.00 791-53630	N	N	\$0.00	8/7/2014	N
191	3792	CDWG	PRINTER	\$237.84 661-53930	N	N	\$0.00	8/7/2014	N
192	PW001120	HERZOG	RAIL DISTRIBUTION FOR BLUE/ORANGE	\$43,483.44 11369-0600	N	N	\$0.00	8/7/2014	N
193	3790	DAYWIRELESS	PORTABLE RADIOS	\$15,679.81 202-53620	N	N	\$0.00	8/8/2014	N

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194	3793	MOTOROLA SOLUTIONS TENNANT SALES & SERVICE	SET OF PORTABLE RAIDIOS	\$15,679.81 202-53620	N	N	\$0.00	8/11/2014	N
195	3794		SCRUBBER MACHINES	\$43,978.43 11335-0200	N	N	\$0.00	8/14/2014	N
196	G1496.0-13.02.1	RAILPROS	SUPPORT FOR IAD BUS WAS	\$10,041.00	N	N	\$0.00	8/14/2014	N
197	G1426.3-12	MICHAEL RIPLEY	INCREASE CONTRACT AMOUNT	\$110,000.00 633-53310	N	N	\$0.00	8/14/2014	N
198	G1631.1-13	MASABI	EXTEND CONTRACT 1 YEAR	\$5,298.13 901-40120	N	N	\$0.00	8/19/2014	N
199	3797	NCE COMPUTER GROUP	EMC - 3 YR MAINTENANCE	\$70,740.00 661-53910	N	N	\$0.00	8/19/2014	N
200	3798	DLT SOLUTIONS	SOLARWINDS UPGRADE	\$8,400.00 661-54930	N	N	\$0.00	8/19/2014	N
201	3800	EASTRIDGE ADMIN SERVICES	TEMP EMPLOYEE	\$7,296.00 532-50701	N	N	\$0.00	8/19/2014	N
202	3801	USPS HASLER	POSTAGE FOR METER	\$40,000.00 902-59510	N	N	\$0.00	8/19/2014	N
203	G1425.3-12	LIEBMAN QUIGLEY	INCREASE CONTRACT AMOUNT	\$70,000.00 633-53310	N	N	\$0.00	8/19/2014	N
204	3795	PERFORMANCE POLYMERS	64 TRACK FEET OF 115 # RUBBER	\$6,066.66 11283-0200	N	N	\$0.00	8/20/2014	N
205	3802	DELL COMPUTER CORP	LATTITUDE E7440 CARPET	\$19,096.87 661-54930	N	N	\$0.00	8/20/2014	N
206	PW001121	CONSTRUCTION	INSTALLATION EOC	\$1,450.00 11352-0800	N	N	\$0.00	8/20/2014	N
207	G1455.3-12	LAUGHLIN, FALBO, LEVY & MORESI	INCREASE CONTRACT AMOUNT	\$90,000.00 633-52550	N	N	\$0.00	8/20/2014	N
208	3799	OPEN TEXT INC	BI MAINTENANCE	\$15,311.88 532-53650	N	N	\$0.00	8/21/2014	N
209	3806	NATIONAL BUSINESS FURNITURE	DESK	\$3,213.29 902-54910	N	N	\$0.00	8/21/2014	N
210	3804	FIDELITY	FIS MAINTENANCE	\$37,051.34 532-53650	N	N	\$0.00	8/22/2014	N
211	3805	DIAMOND ENVIRONMENTAL	PORTA POTTYS VARIOUS LOCATIONS	\$1,533.00 11369-0800	N	N	\$0.00	8/22/2014	N
212	G1529.2-13	GIRO	FY 15 ANNUAL MAINTENANCE	\$147,775.00 661-53910	N	N	\$0.00	8/25/2014	N
213	G1426.3-12	MARK BARBER	INCREASE CONTRACT AMOUNT	\$90,000.00 633-52550	N	N	\$0.00	8/25/2014	N
214	3588	AT&T	CALL RECORDING SOLUTION	\$52,634.03 11350-1500	N	N	\$0.00	8/26/2014	N
215	3807	CROSSMAN LANDSCAPE INC	LANDSCAPING SERVICES	\$6,000.00 791-53114	N	N	\$0.00	8/27/2014	N
216	3808	CDWG	MICRO RAID CONTROLLER	\$868.12 661-53930	N	N	\$0.00	8/28/2014	N
217	3810	DELL	TOAD FOR ORACLE	\$888.15 661-53910	N	N	\$0.00	8/28/2014	N
218	3809	IACCESS	HID CARDS	\$11,124.00 711-53750	N	N	\$0.00	8/28/2014	N

\$13,796,854.21  
\$192,117.24

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Federal Funds										
Contract	Doc #	Organization	Subject	Amount	Funding Source	DBE	SBE/MBE/WBE/ DVBE	DBEreported	Completion	FTA
1	PW001108	ELECTRO SPECIALTY SYSTEMS	CCTV EQUIPMENT RELOCATION	\$9,600.00	11367-0800	N	N	\$0.00	4/4/2014 Y	
2	3683	CELICO PARTNERSHIP	SAMSUNG GALAXY 2	\$33,598.50	11354-0200	N	N	\$0.00	4/16/2014 Y	
3	3684	PROCLIPS USA, INC.	PEDESTAL AND CHARGER HOLDER	\$31,841.36	11354-0200	N	N	\$0.00	4/16/2014 Y	
4	3680	NTH GENERATION COMPUTING, INC.	WINDOWS SERVER SOFTWARE	\$5,054.00	11290-0200	N	WBE	\$0.00	4/16/2014 Y	
5	G1500.1-13	APPLIED TRUST, INC.	ADDITIONAL TECH SUPPORT	\$20,000.00	11319-0800	N	N	\$0.00	4/30/2014 Y	
6	G1500.0-13	APPLIED TRUST, INC.	CYBER SECURITY ASSESSMENT (I.T.)	\$40,000.00	11319-0800	N	N	\$0.00	4/30/2014 Y	
7	B0598.0-13	EF ENTERPRISES	IN-PLANT AND DELIVERY INSPECTIONS	\$19,505.00		Y	Female / Hispanic	\$19,505.00	5/1/2014 Y	
8	3693	XEROX TRANSPORTATION SOLUTIONS	REPAIRS TO RTMS SYSTEM 26 BLUEBIRDS	\$25,000.00	971-53910	N	N	\$0.00	5/5/2014 Y	
9	3695	DELL COMPUTER CORP	DELL PRECISION AND MONITORS	\$23,462.07	11290-1500	N	N	\$0.00	5/5/2014 Y	
10	3696	DELL COMPUTER CORP	DELL LATITUDE, DOCKING STATION	\$32,464.81	11290-1500	N	N	\$0.00	5/5/2014 Y	
11	3697	GALLEON SYSTEMS	GALLEON TIME SERVER	\$1,569.00	11290-1500	N	N	\$0.00	5/5/2014 Y	
12	PW001113	AO REED	BLDG A AC UNIT REPLACEMENT	\$14,092.00	11301-0200	N	N	\$0.00	5/15/2014 Y	
13	3714	CDWG	SAP CRY REPORTS	\$12,982.92	11290-1500	N	N	\$0.00	5/19/2014 Y	
14	3727	CDWG	CITRIX XEN APP	\$7,900.00	11290	N	N	\$0.00	5/30/2014 Y	
15	3728	CDWG	HP SERVERS	\$5,574.96	11354-1500	N	N	\$0.00	5/30/2014 Y	
16	G1546.1-13	ROSS & BARUZZINI	INCREASE CONSULTING SERVICES	\$140,800.00	11290	N	N	\$0.00	5/31/2014 Y	
17	G1546.0-13	ROSS & BARUZZINI	CONSULTING SERVICES	\$75,000.00	11290-0800	N	N	\$0.00	5/31/2014 Y	

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18	PW001114	VEOLIA	ORANGE LINE RAIL	\$27,600.00	12824-0800	N	N	\$0.00	6/6/2014	Y
19	G1328.0-10.04	PARSONS BRINKERHOFF	TITLE VI ANALYSIS 2014 RAPID/LOCAL	\$11,952.32		N	N	\$0.00	6/8/2014	Y
20	3742	CDWG	APC SMART UPS MULTIPLE IT ITEMS	\$4,633.20	11290-1500	N	N	\$0.00	6/12/2014	Y
21	3743	CDWG	MULTIPLE IT ITEMS	\$9,089.24	11290-1500	N	N	\$0.00	6/12/2014	Y
22	3744	CDWG	MULTIPLE IT ITEMS	\$28,779.72	11290-1500	N	N	\$0.00	6/12/2014	Y
23	3754	CELICO PARTNERSHIP	SAMSUNG GALAXY 2 TABLETS	\$3,450.00	11354-1500	N	N	\$0.00	6/26/2014	Y
24	B0599.0-13	AMERITRAN SERVICES	IN-PLANT AND DELIVERY INSPECTIONS	\$9,770.00		N	N	\$0.00	6/30/2014	Y
25	L0884.2-09	CARLOS GUZMAN, INC.	ADDITIONAL LRV VANDAL/ACCIDENT REPAIR	\$1,170,000.00	355- 53610/53510	N	N	\$0.00	6/30/2014	Y
26	L0884.0-09	CARLOS GUZMAN, INC.	LRV PAINT AND BODY REHAB SERVICES	\$1,920,000.00		N	N	\$0.00	6/30/2014	Y
27	L1201.0-14	HOLLAND LP	TRACK GEOMETRIC TESTING SERVICES	\$19,250.00	371-53710	N	N	\$0.00	6/30/2014	Y
28	PWL113.0-09	KONE ELEVATOR	ELEVATOR MAINTENANCE AND REPAIR	\$47,160.20		N	N	\$0.00	6/30/2014	Y
29	PWL116.2-09	KONE, INC.	ELEVATOR VANDALISM REPAIR	\$2,000.00	381-53630	N	N	\$0.00	6/30/2014	Y
30	PWL116.0-09	OMEGA ELEVATOR CORP.	ELEVATOR AND ESCALATOR MAINTENANCE	\$178,892.00	381-53630	N	N	\$0.00	6/30/2014	Y
31	3760	TURNBOUGH	E-LEARNING PILOT SYSTEM	\$24,800.00	350-53440	N	N	\$0.00	7/1/2014	Y
32	3761	CDWG	SERVER RACKS	\$11,408.20	12812-0200	N	N	\$0.00	7/2/2014	Y
33	3762	MILE-X	OIL FILTER CRUSHER	\$11,272.83	12812-0200	N	N	\$0.00	7/2/2014	Y
34	3770	CDWG ABC	ASYNCHRONOUS MODULE HVAC	\$3,582.80	11290	N	N	\$0.00	7/21/2014	Y
35	PW001119	CONSTRUCTION	INSULATION	\$14,719.00	11301-1000	N	N	\$0.00	8/6/2014	Y
36	3795	PERFORMANCE POLYMERS	64 TRACK FEET OF 115 # RUBBER	\$6,066.66	11283-0200	N	N	\$0.00	8/20/2014	Y





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50	3673	GSG LLC	SD TROLLEY POCKET GUIDES	\$4,200.12	553-53750	N	N	\$0.00	4/2/2014	N
51	3674	CBT SUPPLY DBA SMARTDESKS	HR KIOSKS - CARRELS	\$4,176.86	661-54930	N	N	\$0.00	4/3/2014	N
52	PW001107	VERDUGO TESTING CO	IAD LOT DEMO AND RESURFACING	\$18,595.20	902-53910	N	N	\$0.00	4/3/2014	N
53	3679	SUPERGRAPHICS, INC.	BUS WRAPS	\$88,136.00	551-53910	N	N	\$0.00	4/4/2014	N
54	3675	CITY ELECTRIC WORKS	ELECTRIC WORK AT TAXI INSPECTION	\$490.00	791-53630	N	N	\$0.00	4/9/2014	N
55	3678	DLT SOLUTIONS, INC.	UPGRADE SOLARWINDS SERVER	\$8,414.28	661-54930	N	N	\$0.00	4/11/2014	N
56	3677	T. FETTER	COPLEY PARK MAINTENANCE	\$8,627.08	850-53910	N	N	\$0.00	4/11/2014	N
57	3681	APPLIED DATA CONSULTANTS, INC	ARCGIS SPATIAL ANALYST	\$2,100.00	661-53910	N	N	\$0.00	4/16/2014	N
58	3682	AT&T	CISCO UC CONFERENCE STATION	\$1,638.16	661-53910	N	N	\$0.00	4/16/2014	N
59	PWL150.0- 14; PWL150.1- 14	GLOBAL POWER GROUP, INC.	BUILDING C BACKUP GENERATOR	\$332,592.48	11342-1000	N	N	\$0.00	4/16/2014	N
60	3685	DELL COMPUTER CORP	DELL LATITUDE E7440	\$2,338.95	661-54930	N	N	\$0.00	4/17/2014	N
61	3676	MADDEN CONSTRUCTION, INC	TRANSIT STORE REPAIRS	\$980.00	530-61030	N	N	\$0.00	4/18/2014	N
62	3686	WILLIAM NORRIS	R&R MARATHON CONSULTING	\$14,950.00	420-53910	N	N	\$0.00	4/18/2014	N
63	3688	CINTAS CORP	AS NEEDED FIRE EXT INSPECTION	\$1,756.62	846-53920	N	N	\$0.00	4/22/2014	N
64	3689	IACCESS, INC.	HID CARDS FOR HR	\$11,124.00	711-53750	N	N	\$0.00	4/28/2014	N
65	3690	AAA PRINTING	HEADWAY PRINTING	\$2,994.73	515-53740	N	N	\$0.00	4/28/2014	N
66	3691	WILLIAM NORRIS	TSGP APPLICATION SERVICES	\$3,507.50	420-53910	N	N	\$0.00	4/29/2014	N
67	PW001110	COMMUNICATION WIRING SPECIALIS	TRUNK LINE RELOCATION IAD SERVER	\$4,432.26	11337-0200	N	N	\$0.00	4/29/2014	N

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68	PW001111	TRI-SIGNAL INTEGRATION, INC.	ALARM PANEL INTEGRATION IAD SERVER	\$2,432.00	11337-0200	N	N	\$0.00	4/29/2014	N
69	3473	ADDONS, INC.	150 HRS ELLIPSE SUPPORT	\$34,155.00	661-53910	N	N	\$0.00	5/5/2014	N
70	3694	STOTZ EQUIPMENT	JOHN DEER GATOR TE EUV FLUKE	\$14,419.08	11391-0200	N	N	\$0.00	5/5/2014	N
71	3698	CDWG	LINKRUNNER	\$2,634.12	661-54930	N	N	\$0.00	5/6/2014	N
72	3699	CDWG	FLUKE, VERBATIM, FELLOWS	\$1,442.40	661-54920	N	N	\$0.00	5/6/2014	N
73	3700	GONZALEZ WHITE CONSULTING	PREVAILING WAGE COMPLIANCE SERVICES	\$10,000.00	50641-53910	Y	Female / Hispanic	\$10,000	5/6/2014	N
74	3701	CDWG	APC NETSHELTER AND LOCKS	\$1,678.28	661-54930	N	N	\$0.00	5/7/2014	N
75	3702	VOKAB KOMPANY RON	SYNC RIGHTS AMBASSADOR	\$1,000.00	554-53114	N	N	\$0.00	5/7/2014	N
76	3703	FOUNTENBERY	FEE	\$1,000.00	554-53117	N	N	\$0.00	5/7/2014	N
77	3704	BUCK-O-NINE	SYNC RIGHTS	\$1,000.00	544-53114	N	N	\$0.00	5/7/2014	N
78	3705	EDGAR ALMINAR	AMBASSADOR FEE	\$1,000.00	554-53114	N	N	\$0.00	5/7/2014	N
79	3706	SANTIAGO OROZCO	AMBASSADOR FEE	\$1,000.00	554-53117	N	N	\$0.00	5/7/2014	N
80	3707	TECHNOLOGY SERVICES	AIR CURTAIN INSTALL	\$9,218.60	902-54540	N	N	\$0.00	5/9/2014	N
81	3708	DELL COMPUTER CORP	LATITUDE E7440 COMMUNICATION EQUIPMENT OP CENTER	\$4,464.69	661-54930	N	N	\$0.00	5/9/2014	N
82	3709	MOTOROLA SOLUTIONS, INC.		\$15,541.97	11322-0200	N	N	\$0.00	5/12/2014	N
83	3710	SANTEE COLLISION CENTER	REPAIR FOR P133 SECURITY CALNET	\$2,048.46	424-53620	N	N	\$0.00	5/12/2014	N
84	3339	AT&T	TELECOMMUNICA TION	\$652,725.00	902-55510	N	N	\$0.00	5/13/2014	N
85	3718	CDWG	CISCO 1921 T1 BUNDLE	\$1,377.00	661-54930	N	N	\$0.00	5/15/2014	N
86	3713	NTH GENERATION	MISC. ELECTRONIC EQUIPMENT	\$17,414.12	11200-0200	N	WBE	\$0.00	5/19/2014	N

Contracts Completed

Att. B, AI 12, 12/11/14

April 1, 2014 to September 30, 2014

All Contracts, POs and WOs excluding \$0, Revenue, Transit Vehicle Manufacturers and Real Property

87	3715	CDWG	MISC. ELECTRONIC EQUIPMENT	\$3,478.20	661-54930	N	N	\$0.00	5/19/2014	N
88	3717	CDWG	MISC. ELECTRONIC EQUIPMENT	\$3,478.20	661-54930	N	N	\$0.00	5/19/2014	N
89	3719	DELL COMPUTERS	OPTIPLEX AND MONITORS	\$60,886.28	661-54930	N	N	\$0.00	5/19/2014	N
90	3721	AT&T	WIRELESS EQUIPMENT	\$28,861.28	11341	N	N	\$0.00	5/19/2014	N
91	3722	AT&T	WIRELESS EQUIPMENT	\$40,259.31	11341	N	N	\$0.00	5/19/2014	N
92	3720	HOUSE OF IDEAS	ENVELOPES AND LETTERHEAD	\$9,914.40	902-54910	N	N	\$0.00	5/19/2014	N
93	3723	CDWG	ADOBE CREATIVE CLOUD	\$579.00	661-54920	N	N	\$0.00	5/20/2014	N
94	3724	WOFCOM ENTERPRISES	VIDEO STORAGE SOFTWARE	\$9,990.00	11200-0200	N	N	\$0.00	5/22/2014	N
95	3725	CRUZ ESTRILLA'S CADD	CAD & DRAFTING SERVICES GREEN LINE	\$2,104.20	11375-0800	Y	Male / Hispanic	\$2,104.20	5/23/2014	N
96	G1325.2-10	RAEL & LETSON	EXERCISE FINAL OPTION - OPBE VALUATION	\$26,000.00	902-53114	N	N	\$0.00	5/27/2014	N
97	3726	TRAILCAMPRO	CEMERAS AND ACCESSARIES	\$5,909.62	429-53520	N	N	\$0.00	5/27/2014	N
98	3729	MYTHICS, INC.	ORACLE DATABASE ENTERPRISE SAP BUS	\$4,849.82	661-53910	N	N	\$0.00	5/30/2014	N
99	3734	CARAHSOFT TECHNOLOGY	OBJECTS MAINTENANCE	\$24,355.32	661-53910	N	N	\$0.00	6/3/2014	N
100	3735	GSG	FUN PLACES BROCHURE	\$2,081.80	551-53750	N	N	\$0.00	6/3/2014	N
101	3731	CDWG	MULTIPLE IT ITEMS	\$2,332.30	661-54920	N	N	\$0.00	6/6/2014	N
102	3732	CDWG	HP LASER ENTERPRISE	\$1,498.96	661-54930	N	N	\$0.00	6/6/2014	N
103	3733	CDWG	CISCO SMARTNER	\$459.00	661-53910	N	N	\$0.00	6/6/2014	N
104	3738	NEYENESCH PRINTERS	MTS VEHICLE PUNCH OUT	\$9,660.60	551-53750	N	N	\$0.00	6/6/2014	N

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Att. B, AI 12, 12/11/14

All Contracts, POs and WOs excluding \$0, Revenue, Transit Vehicle Manufacturers and Real Property

		PARADIGN MECHANICAL	REMOVAL & REPLACEMENT 5 TON HVAC	\$10,501.00	11385-0200	N	N	\$0.00	6/6/2014	N
105	PW001115		SECURITY							
106	3739	WILLIAM NORRIS	CONSULTING SERVICES	\$89,250.00	420-53910	N	N	\$0.00	6/9/2014	N
107	3740	GONZALEZ WHITE CONSULTING	CONSULTING SERVICES	\$86,400.00	641-53910	Y	Female / Hispanic	\$86,400.00	6/11/2014	N
108	3746	CLAIRMONT EQUIPMENT COMPANY	SISSOR LIFT AND TRAILER	\$30,580.20	11390	N	N	\$0.00	6/13/2014	N
109	3745	SALVADOR BARAJAS	ON-CALL TRANSLATION SERVICES MKTG	\$2,992.00	551-53114	N	N	\$0.00	6/13/2014	N
110	3747	RUSH PRESS	REGIONAL TRANSIT MAPS	\$18,863.28	553-53750	N	N	\$0.00	6/19/2014	N
111	3748	FABRICATION ARTS	BUS SIGNS SWITCH	\$11,126.16	840-53920	N	N	\$0.00	6/20/2014	N
112	3749	PATCO INDUSTRIES M23A	MACHINES US&S	\$12,700.00	11388-0200	N	N	\$0.00	6/24/2014	N
113	3750	THE DATA GROUP	2014 CHARGERS BROCHURE	\$3,560.42	551-53750	N	N	\$0.00	6/25/2014	N
114	3751	AMERICAN PUBLIC TRANSPORTATION	MEMBERSHIP DUES FY 15	\$57,442.00	902-59110	N	N	\$0.00	6/25/2014	N
115	3752	GENERAL INFORMATION SYSTEMS	HAND HELD UNITS	\$11,480.00	11200-0200	N	N	\$0.00	6/26/2014	N
116	3753	SAN DIEGO READER	FULL PAGE ADS THREE YEARS 7/14-6/17	\$57,024.00	551-53114	N	N	\$0.00	6/26/2014	N
117	3755	ALLIANT	CRIME INSURANCE	\$12,176.00	923-53290	N	N	\$0.00	6/27/2014	N
118	PW001116	ESS	ON-CALL SERVICES	\$48,950.00	420-53910	N	N	\$0.00	6/27/2014	N
119	B0563.4-11	TRAPEZE SOFTWARE GROUP	ANNUAL MAINTENANCE RENEWAL	\$102,800.00	661-53910	N	N	\$0.00	6/30/2014	N
120	B0563.3-11	TRAPEZE SOFTWARE GROUP, INC.	ADD TRAPEZE INFO-IVR-FX MAINT. AGMT	\$24,282.00	11318	N	N	\$0.00	6/30/2014	N
121	B0563.0-11	TRAPEZE SOFTWARE GROUP, INC.	SOFTWARE LICENSE AND MAINTENANCE	\$291,335.00	850-53910 661- 53910	N	N	\$0.00	6/30/2014	N
122	3757	CUBIC	PROGRAMMING SMARTCARD READER	\$2,325.00	11200-0200	N	N	\$0.00	6/30/2014	N



Contracts Completed  
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123	3759	CUBIC	SOFTWARE SCRIPT	\$1,881.00	551-53950	N	N	\$0.00	6/30/2014	N
124	PW001117	KOCH ARMSTRONG GENERAL CONSTRU	CONCRETE REPAIRS EL CAJON TROLLEY	\$26,611.02	11200-1000	N	N	\$0.00	6/30/2014	N
125	G1415.0-12	NMS MANAGEMENT, INC.	TAXI JANITORIAL	\$30,091.86	50761-53910	Y	Male / Hispanic	\$30,091.86	6/30/2014	N
126	G0867.14-03	MOTOROLA INC	POST WARRENTY MAINTENANCE SERVICES	\$896,857.09	50661-53910	N	N	\$0.00	6/30/2014	N
127	B0530.1-10	GOODYEAR TIRE AND RUBBER CO. UNIVERSAL	EXERCISE OPTION YR 1 - ADD NEW TIRE SIZE	\$77,585.57	315-54410	N	N	\$0.00	6/30/2014	N
128	G1299.3-10	PROTECTION SERVICES	AMEND TO ADD FUNDS	\$2,225,777.00	420-53510	N	N	\$0.00	6/30/2014	N
129	3758	AT&T	CISCO EMAIL GATEWAY	\$16,006.80	661-53910	N	N	\$0.00	7/1/2014	N
130	3763	WORK 4 LABS	HR FACEBOOK RECRUITING MGMT	\$5,993.55	711-53410	N	N	\$0.00	7/2/2014	N
131	3764	AMERICON	EOC FURNITURE NORTEL MAINTENANCE 1 YR	\$24,754.48	11352-0200	N	N	\$0.00	7/8/2014	N
132	3766	AT&T	LOW VOLTAGE CABLING	\$10,074.00	661-53910	N	N	\$0.00	7/17/2014	N
133	PW001118	COMMUNICATION WIRING	PRINT ADS	\$41,672.60	661-53910	N	N	\$0.00	7/17/2014	N
134	3767	THE DAILY AZTEC	ON-CALL SERVICES FOR ELLIPSE	\$12,420.00	551-53114	N	N	\$0.00	7/18/2014	N
135	3768	ADDONS, INC	TIMETABLE AND FORM HOLDER CX300	\$57,750.00	661-53910	N	N	\$0.00	7/18/2014	N
136	3769	RIDOUT PLASTICS NCE COMPUTER GROUP	MAINTENANCE	\$894.73	530-53910	N	N	\$0.00	7/21/2014	N
137	3771	MYTHICS, INC.	ORACLE DATABASE	\$14,096.52	661-53910	N	N	\$0.00	7/21/2014	N
138	3772	CDWG	MS SURFACE	\$9,947.09	532-53910	N	N	\$0.00	7/22/2014	N
139	3773	CDWG	APC NETSHELTER TOAD FOR ORACLE	\$2,960.88	661-53930	N	N	\$0.00	7/22/2014	N
140	3775	DELL		\$3,422.80	661-53930	N	N	\$0.00	7/22/2014	N
141	3776			\$1,074.60	530-54920	N	N	\$0.00	7/23/2014	N

Contracts Completed  
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142	3774	ANDERSON & BRABANT	APPRAISAL OF WASHINGTON WYE	\$3,500.00	791-53910	N	N	\$0.00	7/24/2014	N
143	3778	CUBIC TRANSPORTATION	REPAIR OF VERIFONES	\$2,950.00	532-53650	N	N	\$0.00	7/25/2014	N
144	3779	CDWG	LASER JET COLOR PRINTER	\$446.76	661-53930	N	N	\$0.00	7/25/2014	N
145	3780	PIXEL IMAGING	TROLLEY WRAPS	\$52,420.00	551-53750	N	N	\$0.00	7/25/2014	N
146	3782	CDWG	HP LASER PRINTER HR KIOSKS	\$1,595.56	661-53930	N	N	\$0.00	7/28/2014	N
147	3781	AT&T	WIRELESS INFRASTRUCTUR E PHASE 3B	\$1,208,189.92	11324	N	N	\$0.00	7/29/2014	N
148	3783	CDWG	PRINTER	\$754.39	661-53930	N	N	\$0.00	7/29/2014	N
149	3785	CUBIC	SOFTWARE SCRIPT	\$1,881.00	551-5395	N	N	\$0.00	7/29/2014	N
150	3786	ALLIANT	FIDUCIARY INSURANCE	\$13,618.00	663-56290	N	N	\$0.00	7/30/2014	N
151	3787	3D ART EXPO	SAND SCULPTING PARTNERSHIP	\$5,150.00	554-53114	N	N	\$0.00	7/31/2014	N
152	3788	MONSTER JACKSON & FOSTER	JOB POSTING FOR IT	\$770.00	711-53410	N	N	\$0.00	8/1/2014	N
153	3791	CDWG	QUARTERLY MAINTENANCE	\$1,203.00	791-53630	N	N	\$0.00	8/7/2014	N
154	3792	CDWG	PRINTER	\$237.84	661-53930	N	N	\$0.00	8/7/2014	N
155	PW001120	HERZOG	RAIL DISTRIBUTION FOR BLUE/ORANGE	\$43,483.44	11369-0600	N	N	\$0.00	8/7/2014	N
156	3790	DAYWIRELESS	PORTABLE RADIOS	\$15,679.81	202-53620	N	N	\$0.00	8/8/2014	N
157	3793	MOTOROLA SOLUTIONS	SET OF PORTABLE RADIOS	\$15,679.81	202-53620	N	N	\$0.00	8/11/2014	N
158	G1631.0-13	MASABI TENANT SALES & SERVICE	MOBILE TICKETING SYSTEM PILOT	\$13,860.00	902-53910	N	N	\$0.00	8/12/2014	N
159	3794		SCRUBBER MACHINES	\$43,978.43	11335-0200	N	N	\$0.00	8/14/2014	N
160	G1679.1-14	SIGNA	MAINTENANCE REPAIR ADDITIONAL PRINTER	\$6,930.00	902-53650	N	SB	\$0.00	8/18/2014	N

All Contracts, POs and WOs excluding \$0, Revenue, Transit Vehicle Manufacturers and Real Property

161	G1730.0-15	SIGNA NCE COMPUTER GROUP	PURCHASE OF NEW CANON COPIER	\$19,675.08	11200-1500	N	SB	\$0.00	8/18/2014	N
162	3797		EMC - 3 YR MAINTENANCE UPGRADE	\$70,740.00	661-53910	N	N	\$0.00	8/19/2014	N
163	3798	DLT SOLUTIONS	SOLARWINDS UPGRADE	\$8,400.00	661-54930	N	N	\$0.00	8/19/2014	N
164	3800	EASTRIDGE ADMIN SERVICES	TEMP EMPLOYEE POSTAGE FOR METER	\$7,296.00	532-50701	N	N	\$0.00	8/19/2014	N
165	3801	USPS HASLER		\$40,000.00	902-59510	N	N	\$0.00	8/19/2014	N
166	3802	DELL COMPUTER CORP	LATTITUDE E7440 CARPET INSTALLATION EOC	\$19,096.87	661-54930	N	N	\$0.00	8/20/2014	N
167	PW001121	CONAN CONSTRUCTION		\$1,450.00	11352-0800	N	N	\$0.00	8/20/2014	N
168	3799	OPEN TEXT INC NATIONAL BUSINESS FURNITURE	BI MAINTENANCE	\$15,311.88	532-53650	N	N	\$0.00	8/21/2014	N
169	3806		DESK FIS	\$3,213.29	902-54910	N	N	\$0.00	8/21/2014	N
170	3804	FIDELITY	MAINTENANCE PORTA POTTYS VARIOUS LOCATIONS	\$37,051.34	532-53650	N	N	\$0.00	8/22/2014	N
171	3805	DIAMOND ENVIRONMENTAL		\$1,533.00	11369-0800	N	N	\$0.00	8/22/2014	N
172	3588	AT&T	CALL RECORDING SOLUTION	\$52,634.03	11350-1500	N	N	\$0.00	8/26/2014	N
173	3807	CROSSMAN LANDSCAPE INC	LANDSCAPING SERVICES	\$6,000.00	791-53114	N	N	\$0.00	8/27/2014	N
174	3808	CDWG	MICRO RAID CONTROLLER	\$868.12	661-53930	N	N	\$0.00	8/28/2014	N
175	3810	DELL	TOAD FOR ORACLE	\$888.15	661-53910	N	N	\$0.00	8/28/2014	N
176	3809	IACCESS	HID CARDS MATERIALS PER STATION	\$11,124.00	711-53750	N	N	\$0.00	8/28/2014	N
177	PW001122	ESS		\$17,328.00	11324-0200	N	N	\$0.00	8/29/2014	N
178	B0572.2-12	ISS FACILITY SERVICES, INC.	UTC SUPERLOOP MAINTENANCE	\$103,754.44	53920-840	N	N	\$0.00	8/31/2014	N
179	PWB151.0- 14	GO NATURAL GAS, INC.	PURCHASE & INSTALL CNG AT CHULA VISTA	\$108,256.00	11357-0200	N	MB	\$0.00	8/31/2014	N
180	3811	NTH GENERATION	STORAGE UPGRADES KENDO ULIC	\$30,534.88	11315	N	WBE	\$0.00	9/4/2014	N
181	3815	TELERIK, INC	AND SUPPORT	\$1,066.75	661-53910	N	N	\$0.00	9/5/2014	N



All Contracts, POs and WOs excluding \$0, Revenue, Transit Vehicle Manufacturers and Real Property

182	3817	KEY SECURITY	AVIGILON CAMERAS	\$51,873.70	11324-0200	N	N	\$0.00	9/9/2014	N
183	3818	CDWG	EPSON PRINT SERVER	\$651.11	661-53930	N	N	\$0.00	9/9/2014	N
184	G1656.0-14	INTH GENERATION COMPUTING, INC.	ENTERPRISE SERVER INFRASTRUCTUR E	\$279,494.00	11311-1500	N	WBE	\$0.00	9/11/2014	N
185	3819	SOUTH BAY FENCE AND GATES	ORNAMENTAL IRON PANELS	\$14,789.00	11200	N	N	\$0.00	9/11/2014	N
186	3820	ON CENTER SOFTWARE, INC	SOFTWARE AND MAINTENANCE	\$2,994.00	11393	N	N	\$0.00	9/11/2014	N
187	3822	KRONOS	SOFTWARE AND EQUIPMENT SUPPORT	\$12,858.27	661-53910	N	N	\$0.00	9/15/2014	N
188	3812	SYSTEMTOOLS SOFTWARE	2 YR MAINTENANCE	\$500.00	661-53910	N	N	\$0.00	9/16/2014	N
189	3813	CDWG	MS SURFACE PRO	\$2,547.48	661-53930	N	N	\$0.00	9/17/2014	N
190	3814	CDWG	HP PRINTER ARCGIS	\$2,769.17	661-53930	N	N	\$0.00	9/17/2014	N
191	3821	ENVIRONMENTAL SYSTEMS RESEARCH	SOFTWARE AND HARDWARE	\$16,686.03	661-53910	N	N	\$0.00	9/17/2014	N
192	3825	MONSTER	ONLINE JOB POSTING	\$395.00	711-53410	N	N	\$0.00	9/18/2014	N
193	PW001123	ESS	CAMERA RELOCATION BLUE LINE	\$6,400.00	12833	N	N	\$0.00	9/18/2014	N
194	3823	KELLY PAPER	250 CASES OF PAPER	\$9,720.00	902-54910	N	N	\$0.00	9/19/2014	N
195	PW001125	SOUTH BAY FENCE	BLDG B FENCING	\$10,995.00	11200-1000	N	N	\$0.00	9/22/2014	N
196	3832	AT&T	PHONE SUPPORT AND SOFTWARE	\$2,692.66	661-53910	N	N	\$0.00	9/24/2014	N
197	3833	ALLIANT	WORKERS COMP AUDIT PREMIUM	\$8,528.00	903-52570	N	N	\$0.00	9/25/2014	N
198	3834	ALLIANT	PERFORMANCE AND PAYMENT BOND	\$13,545.00	633-56290	N	N	\$0.00	9/25/2014	N
199	3835	LUMENOR	IT ASSESSMENT	\$21,000.00	661-53910	N	N	\$0.00	9/26/2014	N
200	3837	RIDOUT PLASTICS COUNTY OF SAN DIEGO	BROCHURE HOLDER	\$890.73	530-53910	N	N	\$0.00	9/29/2014	N
201	3839		RCS T1 LINES	\$46,800.00	202-59610	N	N	\$0.00	9/29/2014	N

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202	G1257.1-09	PRIZM JANITORIAL SERVICES	BRT STATION	\$21,427.44	N	MB	\$0.00	9/30/2014	N
203	G1399.0-12	PRIZM JANITORIAL SERVICES	FASHION VALLEY TRANSIT CTR DRIVER RESTRM	\$43,924.10 50840-53114	N	MB	\$0.00	9/30/2014	N
204	G1257.0-09	PRIZM JANITORIAL SERVICES	BRT STATION 3YR 2YR OPTION	\$108,420.00	N	MB	\$0.00	9/30/2014	N
205	G1415.2-12	NMS MANAGEMENT	2ND FLOOR JANITORIAL SERVICES FOR SANDAG	\$2,870.45 791-53910	Y	Male / Hispanic	\$2,870.45	9/30/2014	N
206	3836	DELL COMPUTER CORP	DELL LATITUDE	\$3,694.01 661-54930	N	N	\$0.00	9/30/2014	N
		LOCAL FUNDS TOTAL		\$8,530,976.84					
		DBE LOCAL FUNDS		\$131,466.51					
		DBE LOCAL %		1.54%					
		SBE/ MBE/ WBE/ DVBE		\$636,075.62					
		% SBE/ MBE/ WBE/ DVBE		7.46%					

MTS History of DBE Semi Annual Reports									
GOAL	REPORTING PERIOD	Contract Awards/Commitments		Contracts Completed (Actual Payments)		DBE %		DBE %	
		Total Federal \$	DBE \$	Total Federal \$	DBE \$	Total Federal \$	DBE \$	Total Federal \$	DBE \$
FY 04	Oct 1 03 to Mar 31 04	\$ 68,933,772.00	\$ 3,789,506.00	\$ 5.50%	\$ 253,216.00	\$ 67,220.00	26.55%		
FY 05	Apr 1 04 to Sept 30 04	\$ 1,019,427.00	\$ 22,298.00	2.19%	\$ -	\$ -	n/a		
	Oct 1 04 to Mar 31 05	\$ 15,427,536.00	\$ 258,655.00	1.68%	\$ 88,441,868.00	\$ 10,158,403.00	11.49%		
FY 06	Apr 1 05 to Sept 30 05	\$ 7,309,808.00	\$ 626,128.00	8.57%	\$ 53,609,229.00	\$ 821,053.00	1.53%		
	Oct 1 05 to Mar 31 06	\$ 16,025,156.00	\$ 1,231,189.00	7.68%	\$ 7,041,539.00	\$ 898,523.00	12.76%		
FY 07	Apr 1 06 to Sept 30 06	no report	no report	n/a	no report	no report	n/a		
	Oct 1 06 to Mar 31 07	\$ 249,875,613.13	\$ 40,700.00	0.02%	\$ 35,600.00	\$ 35,600.00	100.00%		
FY 08	Apr 1 07 to Sept 30 07	\$ 14,531,851.03	\$ 144,000.00	0.99%	\$ 1,182,111.63	\$ -	0.00%		
	Oct 1 07 to Mar 31 08	\$ 41,995,633.95	\$ -	0.00%	\$ 5,057,656.55	\$ -	0.00%		
FY 09	Apr 1 08 to Sept 30 08	\$ 29,945,298.82	\$ 30,000.00	0.10%	\$ 6,158,102.32	\$ -	0.00%		
	Oct 1 08 to Mar 31 09	\$ 55,246,022.46	\$ -	0.00%	\$ 60,644,404.46	\$ -	0.00%		
FY 10	Apr 1 09 to Sept 30 09	\$ 23,987,652.82	\$ 135,836.00	0.57%	\$ 7,013,082.98	\$ 135,836.00	1.94%		
	Oct 1 09 to Mar 31 10	\$ 3,008,808.00	\$ -	0.00%	\$ 4,011,752.00	\$ -	0.00%		
FY 11	Apr 1 10 to Sept 30 10	\$ 170,230,393.00	\$ 12,000.00	0.01%	\$ 19,397,031.00	\$ 12,000.00	0.06%		
	Oct 1 10 to Mar 31 11	\$ 11,545,746.55	\$ -	0.00%	\$ 16,092,041.86	\$ -	0.00%		
FY 12	Apr 1 11 to Sept 30 11	\$ 22,286,323.98	\$ 3,550,437.92	15.93%	\$ 7,766,822.30	\$ 3,690,492.22	47.52%		
	Oct 1 11 to Mar 31 12*	\$ 154,463,950.06	\$ 1,460,173.40	0.95%	\$ 11,459,415.06	\$ 4,800.00	0.04%		
FY 13	Oct 11 to Mar 12 w/o Veolia contract	\$ 17,415,594.11	\$ 1,460,173.40	8.38%	n/a	n/a	n/a		
	Apr 1 12 to Sept 30 12	\$ 10,678,545.64	\$ 30,254.07	0.28%	\$ 12,002,553.56	\$ 25,334.07	0.21%		
FY 14	Oct 1 12 to Mar 31 13	\$ 18,372,446.95	\$ 759,369.25	4.13%	\$ 2,407,395.30	\$ 84,745.24	3.52%		
	Apr 1 13 to Sept 30 13	\$ 15,870,139.09	\$ 898,221.82	5.66%	\$ 7,977,919.62	\$ 319,170.50	4.00%		
FY 14	Oct 1 13 to Mar 31 14	\$ 24,982,372.54	\$ 1,041,961.65	4.17%	\$ 6,823,674.29	\$ 292,533.65	4.29%		
	Apr 1 14 to Sept 30 14	\$ 22,871,104.47	\$ 2,699,042.86	11.80%	\$ 8,885,583.71	\$ 3,768,706.60	42.41%		

Cumulative Averages (Previous Triennial Period)									
October 1, 2010 to September 30, 2012									
FedFY 11&12	excluding Veolia contract	\$ 61,926,210.28	\$ 5,040,865.39	8.14%	\$ 47,320,832.78	\$ 3,720,626.29	7.86%		
	including Veolia contract*	\$ 198,974,566.23	\$ 5,040,865.39	2.53%	\$ 47,320,832.78	\$ 3,720,626.29	7.86%		

\* DBE % reported to FTA is the number including the Veolia Contract

Cumulative Averages (Current Triennial Period)									
October 1, 2012 to September 30, 2015									
Fed FY13-15	thru September 30, 2014 (2 semi-annual reports)	\$ 82,096,063.05	\$ 5,398,595.58	6.58%	\$ 26,094,572.92	\$ 4,465,155.99	17.11%		



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

## Agenda Item No. 13

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 11, 2014

#### SUBJECT:

FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5310 GRANT APPLICATION

#### RECOMMENDATION:

That the Board of Directors:

- 1) Adopt Resolution No. 14-13 authorizing the Chief Executive Officer (CEO) to submit an application for Federal Fiscal Year (FFY) 2013 and FFY 2014 funding through the FTA Section 5310, Enhanced Mobility for Seniors and Individuals with Disabilities Program; and
- 2) Adopt Resolution No. 14-14 certifying that there are no private, nonprofit organizations readily available to provide the same complementary paratransit service in MTS's service area, a requirement in order to receive FTA Section 5310 funds.

#### Budget Impact

None.

#### DISCUSSION:

The FTA established a capital grant program, as set forth in Section 5310 of Title 49 of the United States Code, for meeting the transportation needs of seniors and individuals with disabilities (FTA Section 5310).

These funds are to be apportioned by the region's Metropolitan Planning Organization, San Diego Association of Governments (SANDAG). SANDAG is administering a competitive grant application to award FTA Section 5310, Enhanced Mobility of Seniors and Individuals with Disabilities Program federal funds.



FTA Section 5310 funds may be used towards capital expenses, such as vehicle procurement to expand capacity and replacement of existing buses or vans. MTS's application would request funding for the purchase of 18 paratransit vehicles to enhance our transportation services to individuals with disabilities by allowing MTS to expand service capacity and to retire vehicles that are beyond their useful life. A Board of Directors authorizing resolution is required to submit the application.

In addition, in order to be considered eligible to receive FTA Section 5310 funds, Title 49 U.S.C. § 5310 (b) (2) provides that MTS must certify there are no private, nonprofit organizations "readily available" in the area to provide transportation to meet the needs of seniors and individuals with disabilities. "Readily available" is defined as willing, interested and capable of providing the proposed service at a comparable cost of the identified clientele in the same service area, with the same hours of frequency, and at the same level of service.

Since MTS is the responsible public transportation agency required to provide complementary paratransit service, MTS is unaware of any private, nonprofit organizations that is readily available to provide the same complementary paratransit services within MTS's service area. A public hearing is required before MTS may certify that no private, nonprofit organization is readily available to carry out the same complementary paratransit service within MTS's service area.

Notice of the December 11, 2014 public hearing, held at its regular scheduled board meeting, was posted in a newspaper of general circulation on November 10, 2014. In addition, individual notice of the public hearing was sent to twenty-one private, nonprofit transportation providers within San Diego County on November 10, 2014. To date, MTS has received no comments or testimony that has demonstrated there are any private, nonprofit organizations readily available to provide the same complementary paratransit services within MTS's service area.

Therefore, staff recommends that the San Diego Metropolitan Transit System Board of Directors:

- 1) Approve Resolution No. 14-13 authorizing the CEO to submit a FTA Section 5310 application for FFY 2013 and FFY 2014 funding, totaling up to \$1,000,000; and
- 2) Approve Resolution No. 14-14 certifying there are no private, nonprofit organizations readily available to provide complementary paratransit services within MTS's service area.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmmts.com](mailto:Sharon.Cooney@sdmmts.com)

Attachment: A. Draft Resolution No. 14-13  
B. Draft Resolution No. 14-14  
C. Proof of Notice for the Public Hearing held on December 11, 2014

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 14-13

Resolution Authorizing the Filing of an Application for  
FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program funds  
through the San Diego Association of Governments for MTS Access Vehicle Fleet Replacement and  
Expansion, Committing the Necessary Local Match for the  
Project(s), and Stating the Assurance of the  
San Diego Metropolitan Transit System to Complete the Project

WHEREAS, the San Diego Association of Governments (SANDAG) is making available funds for the Enhanced Mobility of Seniors and Individuals with Disabilities Program through a competitive process for Federal Fiscal Year 2013 and 2014 funding; and

WHEREAS, The San Diego Metropolitan Transit System wishes to receive up to \$1,000,000 in Enhanced Mobility of Seniors and Individuals with Disabilities funds for the following project(s): MTS Access Vehicle Fleet Replacement and Expansion; and

WHEREAS, San Diego Metropolitan Transit System understands that the Enhanced Mobility of Seniors and Individuals with Disabilities funding is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded through the Enhanced Mobility of Seniors and Individuals with Disabilities Program; and

WHEREAS, San Diego Metropolitan Transit System understands that projects funded through the Enhanced Mobility of Seniors and Individuals with Disabilities Program require matching funds to be provided by the project sponsor;

NOW THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Metropolitan Transit System Board of Directors that San Diego Metropolitan Transit System is authorized to submit an application to the San Diego Association of Governments for Enhanced Mobility of Seniors and Individuals with Disabilities funding in the amount up to \$1,000,000 for MTS Access Vehicle Fleet Replacement and Expansion; and

BE IT FURTHER RESOLVED that if an award is made by SANDAG to fund the MTS Access Vehicle Fleet Replacement and Expansion, the Board of Directors commits to fund 25% of the total project cost, and authorizes the San Diego Metropolitan Transit System Chief Executive Officer, or designated representative, to file and execute any actions necessary on behalf of Metropolitan Transit System with the San Diego Association of Governments to accept the grant funding and execute a grant agreement.

1. General Counsel, or designated representative, is authorized to execute and file all assurances or any other documents required by the San Diego Association of Governments.

2. The Chief Financial Officer, or designated representative, is authorized to provide additional information as the San Diego Association of Governments may require in connection with the application for Section 5310 projects.

PASSED AND ADOPTED, by the Board of Directors this \_\_\_\_ day of \_\_\_\_\_ 2014 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

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

Filed by:

Approved as to form:

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

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

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

RESOLUTION NO. 14-14

Resolution certifying that there are No Private, Nonprofit Organizations Readily Available to provide the same Complementary Paratransit Service within MTS's service Area as proposed within MTS's application for Federal Transit Administration Section 5310 funds

WHEREAS, the Federal Transit Administration (FTA) established a capital grant program, as set forth in Section 5310 of Title 49 of the United States Code, for meeting the transportation needs of seniors and individuals with disabilities ("FTA Section 5310");

WHEREAS, FTA Section 5310 funds are being awarded by the San Diego Association of Governments (SANDAG), through a competitive application process; and

WHEREAS, FTA Section 5310 provides that funds may be apportioned to a local governmental authority to provide transportation services if there are no private, nonprofit organizations readily available in the area to provide the proposed services; and

WHEREAS, SANDAG requires that any local governmental authority applying for FTA Section 5310 funding must provide proof that there are no private, nonprofit organizations readily available in the area to provide the same proposed services by doing the following: 1) holding a public hearing certifying that no private, nonprofit organizations are readily available; 2) providing sufficient notice of such public hearing; 3) providing private, nonprofit, transportation providers with individual notice of the public hearing; and 4) passing a resolution certifying that there are no private, nonprofit organizations readily available to provide the same complementary paratransit within MTS's service area ; and

WHEREAS, a public hearing was held on December 11, 2014 to certify that there are no private, nonprofit organization readily available to provide the same complementary paratransit service within MTS's service area; and

WHEREAS, prior notice of the date, time and specific purpose of said public hearing was published by MTS in a newspaper of general circulation on November 10, 2014, at least 30 days prior to the date of the public hearing; and

WHEREAS, prior notice of the date, time and specific purpose of said public hearing was sent individually to twenty-one private, nonprofit, transportation providers in San Diego County on November 10, 2014, at least 30 days prior to the date of the public hearing; and

WHEREAS, no comments or testimony has been received to demonstrate there are any private, nonprofit organizations readily available to provide the same complementary paratransit service within MTS's service area; and

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the San Diego Metropolitan Transit System Board of Directors that San Diego Metropolitan Transit System has determined that no private, nonprofit organization is readily available to provide the same complementary paratransit service in MTS's service area as proposed in MTS's application for FTA Section 5310 FFY 2013 and FFY 2014 federal funds.



PASSED AND ADOPTED, by the Board of Directors this \_\_\_\_ day of \_\_\_\_\_ 2014 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAINING:

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

Filed by:

Approved as to form:

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

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

**San Diego Daily Transcript  
CERTIFICATE OF PUBLICATION**

Julia Sansone  
Metropolitan Transit System  
Clerk of the Board  
1255 Imperial Avenue  
Suite 1000  
San Diego CA 92101

**IN THE MATTER OF**

**FTA Sectopm 5310 Enhanced**



**CASE NO.**

I, C Davis, am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years, and not party to or interested in the above entitled matter. I am the principal clerk of the San Diego Daily Transcript, a newspaper of general circulation, printed and published daily, except on Saturdays and Sundays, in the City of San Diego, County of San Diego and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of San Diego, State of California, under the date of January 23, 1909, Decree No. 14894; and the

**Notice of Public Hearing**

is a true and correct copy of which the annexed is a printed copy and was published in said newspaper on the following date(s), to wit:

**November 10**

I certify under penalty of perjury that the foregoing is true and correct.

Dated at San Diego, California this November 10, 2014

  
\_\_\_\_\_  
Signature

# Private, Nonprofit Transportation Providers in San Diego County

List provided by SANDAG on 10/24/2014

AGENCY	CONTACT NAME	Email Address
<i>Transportation Services</i>		
Alpha Project	Amy Gonyeau	<a href="mailto:amy@alphaproject.org">amy@alphaproject.org</a>
Braille Institute	Joy Durbin	<a href="mailto:sd@brailleinstitute.org">sd@brailleinstitute.org</a>
City Link Foundation	Ben Macias	<a href="mailto:cynthia.citylinktransportation@gmail.com">cynthia.citylinktransportation@gmail.com</a>
St. Madeleine Sophie's Center	Laura Purdom	<a href="mailto:lpurdom@stmsc.org">lpurdom@stmsc.org</a>
Home of Guiding Hands	Jan Adams	<a href="mailto:jan@guidinghands.org">jan@guidinghands.org</a>
Full Access & Coordinated Transportation, Renewing Life	Arun Prem	<a href="mailto:aprem@factsd.org">aprem@factsd.org</a>
Sharp HealthCare Foundation	Tony San Nicolas	<a href="mailto:atsannicolas@aol.com">atsannicolas@aol.com</a>
Elderhelp of San Diego	Susan Ressmeyer	<a href="mailto:susan.ressmeyer@sharp.com">susan.ressmeyer@sharp.com</a>
Friends of Adult Day Healthcare Centers	Deborah Martin	<a href="mailto:dmartin@elderhelpofsandiego.org">dmartin@elderhelpofsandiego.org</a>
Foundation for Senior Care	Lois Knowlton	<a href="mailto:loisknow@aol.com">loisknow@aol.com</a>
International Rescue Committee	Judy Larsen	<a href="mailto:jlarsen@foundationforseniorcare.org">jlarsen@foundationforseniorcare.org</a>
Jewish Family Service	Hong Tran	<a href="mailto:Erica.Bouris@rescue.org">Erica.Bouris@rescue.org</a>
Noah Homes	Meredith Morgenroth	<a href="mailto:meredithm@jfsd.org">meredithm@jfsd.org</a>
Peninsula Shepherd Senior Center	Jill Senecal	<a href="mailto:Jill.Senecal@gmail.com">Jill.Senecal@gmail.com</a>
Redwood Senior Homes	Heather Bernard	<a href="mailto:hbernard@sdpsc.org">hbernard@sdpsc.org</a>
Rock Church Silver Angels	Kurt Norden	<a href="mailto:kurt.norden@thebegroup.org">kurt.norden@thebegroup.org</a>
SHARP Health Care Transportation	Alex DePaul	<a href="mailto:depaul.alex@gmail.com">depaul.alex@gmail.com</a>
Tri-City Patient Transport Express	Deborah Mejia	<a href="mailto:deborah.mejia@sharp.com">deborah.mejia@sharp.com</a>
UPLIFT	Oscar Loreda	<a href="mailto:loredool@tcmc.com">loredool@tcmc.com</a>
San Diego Center For The Blind and Vision Impaired	Betty Alvarez	<a href="mailto:betty@uplift.sdcxmail.com">betty@uplift.sdcxmail.com</a>
	Mark Gould	<a href="mailto:mgould@sdcb.org">mgould@sdcb.org</a>

## Samantha Strack

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**From:** Samantha Strack  
**Sent:** Monday, November 10, 2014 11:48 AM  
**Cc:** Lisa Madsen  
**Subject:** Notice of Public Hearing  
**Attachments:** Notice of Public Hearing to Private, Nonprofit Transportation Providers in San Diego.docx

### Tracking:

#### Recipient

Lisa Madsen

Alex DePaul (depaul.alex@gmail.com)

Amy Gonyeau (officemanager2@alphaproject.org)

Arun Prem (aprem@factsd.org)

Ben Macias  
(cynthia.citylinktransportation@gmail.com)

Betty Alvarez (betty@uplift.sdcxmail.com)

Deborah Martin (dmartin@elderhelpofsandiego.org)

Deborah Mejia (deborah.mejia@sharp.com)

Heather Bernard (hbernard@sdpdc.org)

Hong Tran (Erica.Bouris@rescue.org)

Jan Adams (jan@guidinghands.org)

Jill Senecal (Jill.Senecal@gmail.com)

Joy Durbin (sd@brailleinstitute.org)

Judy Larsen (jlarsen@foundationforseniorcare.org)

Kurt Norden (kurt.norden@thebegroup.org)

Laura Purdom (lpurdom@stmsc.org)

Lois Knowlton (loisknow@aol.com)

Mark Gould (mgould@sdcx.org)

Meredith Morgenroth (meredithm@jfsd.org)

Oscar Loreda (loredool@tcmc.com)

Susan Ressmeyer (susan.ressmeyer@sharp.com)

Tony San Nicolas (atsannicolas@aol.com)

Karen Landers

#### Delivery

Delivered: 11/10/2014 11:48 AM

Delivered: 11/10/2014 11:48 AM



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

## NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN**, that San Diego Metropolitan Transit System (MTS) Board of Directors will hold a public hearing to consider the matter described below on December 11, 2014 at 9:00 a.m., at its regular scheduled board meeting, located in the Board Meeting Room on the 10th floor of the James R. Mills Building at 1255 Imperial Avenue, San Diego, California 92101.

MTS is required by the Americans with Disabilities Act (ADA) to provide origin-to-destination complementary paratransit services within a ¾ mile radius of any operating fixed bus or trolley route. As the public transit operator for bus routes and trolley lines in the central and southern parts of San Diego County, MTS fulfills its obligation to provide complementary paratransit services and consistently meets all other ADA requirements.

MTS is applying for a grant under the Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. Section 5310 funds may be used towards capital expenses, such as vehicle procurement to expand capacity and replacement of an existing bus or van. MTS's application would request funding for the purchase of 18 paratransit vehicles to enhance our transportation services to individuals with disability by allowing MTS to expand service capacity and to retire vehicles that are beyond their useful life.

In order to be considered eligible for Section 5310 funds, Title 49 U.S.C. § 5310 (b) (2) provides that MTS must certify there are no private, nonprofit organizations "readily available" in the area to provide transportation to meet the needs of seniors and individuals with disabilities. "Readily available" is defined as willing, interested and capable of providing the proposed service at a comparable cost of the identified clientele in the same service area, with the same hours of frequency, and at the same level of service.

Since MTS is the responsible public transportation agency required to provide complementary paratransit service, MTS is unaware of any private, nonprofit organizations that is readily available to provide the same complementary paratransit services within MTS's service area. A public hearing is required before MTS may certify that no private, nonprofit organization is readily available to carry out complementary paratransit service within the MTS service area.

Your testimony is invited at the public hearing. If you are unable to attend the meeting, you are encouraged to submit your written comments prior to the public hearing. Comments and questions may be directed to Lisa Madsen at [Lisa.Madsen@sdmts.com](mailto:Lisa.Madsen@sdmts.com) or (619) 595-7038.

Samantha Strack  
Staff Attorney – Regulatory Compliance  
San Diego Metropolitan Transit System  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101  
Email: [Samantha.Strack@sdmts.com](mailto:Samantha.Strack@sdmts.com)  
Phone: 619-557-4539

**Samantha Strack**

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**From:** Samantha Strack  
**Sent:** Monday, November 10, 2014 11:57 AM  
**Cc:** Lisa Madsen  
**Subject:** Notice of Public Hearing  
**Attachments:** Notice of Public Hearing to Private, Nonprofit Transportation Providers in San Diego.docx

<b>Tracking:</b>	<b>Recipient</b>	<b>Delivery</b>
	Lisa Madsen	Delivered: 11/10/2014 11:57 AM
	'fsc@foundationforseniorcare.org'	
	'info@sdcb.org'	



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

**NOTICE OF PUBLIC HEARING**

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MTS is applying for a grant under the Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. Section 5310 funds may be used towards capital expenses, such as vehicle procurement to expand capacity and replacement of an existing bus or van. MTS's application would request funding for the purchase of 18 paratransit vehicles to enhance our transportation services to individuals with disability by allowing MTS to expand service capacity and to retire vehicles that are beyond their useful life.

In order to be considered eligible for Section 5310 funds, Title 49 U.S.C. § 5310 (b) (2) provides that MTS must certify there are no private, nonprofit organizations "readily available" in the area to provide transportation to meet the needs of seniors and individuals with disabilities. "Readily available" is defined as willing, interested and capable of providing the proposed service at a comparable cost of the identified clientele in the same service area, with the same hours of frequency, and at the same level of service.

Since MTS is the responsible public transportation agency required to provide complementary paratransit service, MTS is unaware of any private, nonprofit organizations that is readily available to provide the same complementary paratransit services within MTS's service area. A public hearing is required before MTS may certify that no private, nonprofit organization is readily available to carry out complementary paratransit service within the MTS service area.

Your testimony is invited at the public hearing. If you are unable to attend the meeting, you are encouraged to submit your written comments prior to the public hearing. Comments and questions may be directed to Lisa Madsen at [Lisa.Madsen@sdmts.com](mailto:Lisa.Madsen@sdmts.com) or (619) 595-7038.

Samantha Strack  
Staff Attorney – Regulatory Compliance  
San Diego Metropolitan Transit System  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101  
Email: [Samantha.Strack@sdmts.com](mailto:Samantha.Strack@sdmts.com)  
Phone: 619-557-4539



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

## Agenda Item No. 14

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 11, 2014

#### SUBJECT:

TRANSFER OF ELEVEN (11) RETIRED PARATRANSIT VEHICLES

#### RECOMMENDATION:

That the Board of Directors approve the staff recommendation to donate ten (10) retired paratransit vehicles including one (1) 2006 El Dorado vehicle, and nine (9) 2008 Star Craft vehicles to Facilitating Access to Coordinated Transportation (FACT) to assist non-profit service providers in the MTS Service Area. One (1) 2006 El Dorado will be donated to the Arnold E. Betcher Veterans of Foreign Wars Post 3788. The recipients will be agencies that provide services to persons with disabilities that may qualify for ADA paratransit services.

#### Budget Impact

MTS receives between \$900 and \$2,500 per vehicle when the retired fleet is auctioned. This loss of revenue would be offset by the cost savings that MTS will enjoy when these non-profit agencies perform trips that might otherwise occur on MTS Access. A non-profit would need to provide approximately 37 round trips to potential MTS Access eligible passengers to recoup the auction revenue.

#### DISCUSSION:

According to the Federal Transit Administration (FTA), paratransit vehicles have reached the end of their useful life when the vehicle reaches five years of age and 150,000 miles. These vehicles are body on chassis paratransit vans all with mileage over 200,000 miles. They have been very well maintained and should prove reliable for a few more years and miles in a less demanding service.





FACT is the Consolidated Transportation Services Agency (CTSA) for San Diego County. Their role as CTSA is to facilitate coordination of transportation services in San Diego County to reduce gaps in transportation. FACT acts as an information and service brokerage to connect individuals with transportation options.

FACT will issue a press release to make it known that these vehicles are available. FACT will also process and evaluate all written requests for these vehicles from Senior and Community Centers, Faith Based Organizations, Non-Profits, Adult Day Health Care Centers, Independent Living Centers and Regional Centers. Their formal application is attached to this agenda item (Attachment A).

The vehicles will be transferred to FACT in the condition that they were removed from service and will be offered to FACT as-is with no warranty or any further liability to MTS. FACT will ensure that the vehicles are re-painted to properly identify their new operator. We have attached FACT's Policy for Transferring Title of Retired Paratransit Vehicles for a full outline of the non-profit's responsibilities.

Early this year MTS was approached by the Arnold E. Betcher Veterans of Foreign Wars Post 3788 (Post) in San Diego regarding the availability of a vehicle for its use. The Post has a transportation program for veterans and serves individuals who need a lift equipped vehicle. On average the post transports 8 to 10 passengers per week. The donated vehicle will allow the Post to retire its current vehicle and continue its volunteer programs.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.cooney@sdmts.com](mailto:Sharon.cooney@sdmts.com)

Attachment: A. FACT Application to Receive a Donated Vehicle  
B. FACT Policy on Accepting Donated Vehicles

## MTS/FACT VEHICLE DONATION APPLICATION

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### APPLICANT AGENCY INFORMATION

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_ Website: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please provide a brief description of your organization and transportation services.

---

---

Describe what types of clients you serve.

---

---

How many vehicles do you own? \_\_\_\_\_

How many drivers do you employ or use on a volunteer basis? \_\_\_\_\_

Do you have maintenance facilities for your vehicles? \_\_\_\_\_

Briefly explain your vehicle maintenance program

---

### PROPOSED TRANSPORTATION WITH DONATED VEHICLE

How do you plan to use the donated vehicle?

---

---

If awarded a vehicle how many one way trips per month would be provided to persons with disabilities in the MTS service area? \_\_\_\_\_

## MTS/FACT VEHICLE DONATION APPLICATION

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### CERTIFICATION

I certify that, to the best of my knowledge, the information in this application is true and accurate and that (Agency Name) has the necessary financial and managerial capability to adequately operate, maintain and insure the vehicle for which this application is being made.

**Signature of recipient Agency:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Executive Director/CEO (or person authorized to enter into this agreement)

Print Name/Title: \_\_\_\_\_

Tax Payer ID No: \_\_\_\_\_

**Please return to:**  
nminner@factsd.org



FACT, Inc.  
Policy for Transferring Title of  
Retired Paratransit Vehicles  
(January 2013)

**Background:**

Full Access & Coordinated Transportation, Inc. (FACT) will facilitate transferring title of retired ADA Paratransit vehicles from MTS's fleet that, according to Federal Transit Administration (FTA) guidelines have surpassed their useful life. These surplus vehicles are eligible for retirement when they reach at least five (7) years of age and/or have accumulated over 150,000 miles. These criteria may be changed from time-to-time as determined by the FTA. Current criteria for the useful vehicle life of a specific vehicle can be found at [www.fta.dot.gov](http://www.fta.dot.gov).

Vehicles will be provided as-is, where-is, with no warranty expressed or implied as to merchantability or fitness of purpose.

**I. Policy**

MTS will consider the transfer of title of surplus vehicles to governmental or non-profit service providers in the MTS service area; the recipients will be agencies that provide services to persons with disabilities who may qualify for ADA paratransit services.

**II. Procedures**

1. Written notification of availability of surplus vehicles will be made to eligible agencies via direct outreach and a press release will be issued.
2. There must be a formal written request/application addressed to FACT from the requesting agency/non-profit organization.
3. An internal panel appointed by the executive director, which will include a member of MTS staff, will administer the review of surplus vehicle requests and actual transfers to ensure the appropriateness of the organization requesting the donation (i.e. ability to meet the needs of people the partner agency wants to serve).
4. A lottery or priority system will be utilized to allocate the surplus vehicles when they become available. The surplus vehicles will be allocated to providers determined to be eligible by the internal panel through a selection process which will identify recipients and the order in which they will receive vehicles.
5. If requests for donation exceed the number of available vehicles, the selection process will allocate all available vehicles to qualified providers that are prioritized by criteria established by the selection committee.

6. An organization that receives a surplus vehicle may be excluded from receiving another surplus vehicle for a 1-year period unless there are more surplus vehicles available than parties who want them.
7. Vehicle value is considered at current fair market value.
8. All agency logos/decals, license plates, identification numbers, and striping will be removed or covered prior to release of any vehicle.
9. A pre-release inspection will be conducted by the maintenance manager of the operating agency of the retiring vehicle or an appointed alternate, and will be recorded in the surplus vehicle's permanent maintenance file.
10. The new owner will repaint the vehicle to ensure it doesn't resemble the previous operator's branding or service. FACT will work with recipients to ensure that the vehicles are repainted within 15 days of physical transfer and provide confirmation to MTS. The recipient will not use the vehicle for any services until it has been repainted.
11. The new owner will agree to accept the transferred surplus vehicle(s) as-is, where-is, and agrees to accept full responsibility for the surplus vehicle(s) and to indemnify and hold FACT and donor agency harmless against all claims or losses in connection with the possession and/or operation of the surplus vehicle(s).
12. Any surplus vehicle that cannot pass a safety inspection at the time of transfer will be towed at the new owner's expense.
13. FACT will provide a written agreement between FACT and the new owner containing the provisions of this procedure.
14. As part of the agreement, the requesting organization will not sell the surplus vehicle for a period of no less than one (2) years from date of transfer of the surplus vehicle from FACT.
15. The recipient agency will agree to report data on the usage of the vehicles each calendar quarter and in the format required by FACT and MTS.

FACT may from time to time amend this policy as FTA, State, or other regulations mandate.



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## Agenda Item No. 15

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 11, 2014

#### SUBJECT:

AUDIT REPORT – COMPASS CARD INVENTORY OVERAGE

#### INFORMATIONAL ONLY

Budget Impact

None.

#### DISCUSSION:

The MTS Internal Auditor completed a review of Compass Card inventory overage and made three recommendations.

A handwritten signature in black ink, appearing to read 'Paul G. Jablonski', is written over a horizontal line.

Paul G. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Audit Report – Compass Card Inventory Overage





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## Memorandum

DATE: October 23, 2014

TO: Scott Donnell

FROM: Toufic Tabshouri

SUBJECT: Consultation Report – Compass Card Inventory Overage

CC: Paul Jablonski, Wayne Terry, Karen Landers, Brittany Petersen

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### Report Summary

At the request of MTS Management, the Internal Auditor performed a review of the process for conducting quarterly Compass Card (CC) inventory counts. The review was prompted by the discovery of a significant variance during the inventory count conducted in May 2014. A recount conducted in June of 2014 did not resolve the variance. During this review, the Internal Auditor conducted a fraud risk assessment, examined the process for conducting CC inventory counts, and considered various possible causes for the variance. The Trolley Revenue Manager (Revenue Manager) was ultimately able to identify an error in the calculation of CC inventory that eliminated most of the variance. This report makes three recommendations that will improve the quality of the inventory counts and reduce the size of future variances. The Revenue Manager agreed with all the recommendations and has already implemented two of them.

## Introduction

During the inventory count of Compass Cards conducted by the Revenue Manager in June 2014, the Revenue Manager calculated a variance of 2,443 more CCs than expected, representing an overage of 1.42 percent. The Revenue Manager conducts quarterly CC counts in accordance with a Standard Operating Procedure (SOP) which mandates an investigation of variances exceeding a certain threshold. In accordance with the SOP, the Revenue Manager reported the variance to the Chief Operating Officer of MTS Trolley; the Revenue Manager also notified the Internal Auditor of the variance. After discussions with MTS Management and at their request, the Internal Auditor worked with the Revenue Manager to identify the cause of the variance.

## Objectives, Scope, and Methodology

The objective of this consultation was to identify the cause of the overage. To accomplish this objective, the Internal Auditor reviewed the Revenue Office's SOP, the method for computing variances, and the results of previous quarterly counts; interviewed the Revenue Manager and other knowledgeable personnel; analyzed the procedures for handling CC inventory; and evaluated the risks of CC fraud. The scope of this review was limited to CC reports and data, and the review did not entail any testing of computer data, TVM hardware or applications, or involve any reconciliation of cash or other revenue.

## Background

A CC is a smart card that serves as a transit pass and can be loaded with a variety of transit fare products such as a daily or a monthly pass. Smart cards offer enhanced data storage and security features over magnetic stripe cards. They contain a computer chip and can be scanned by contacting a card reader. MTS sells CCs through a few distribution channels such as the MTS Transit Store, a grocery chain, and approximately 125 ticket vending machines (TVMs) located in various trolley stations. Exhibit A presents TVM sales for the last eight count periods.<sup>1</sup>

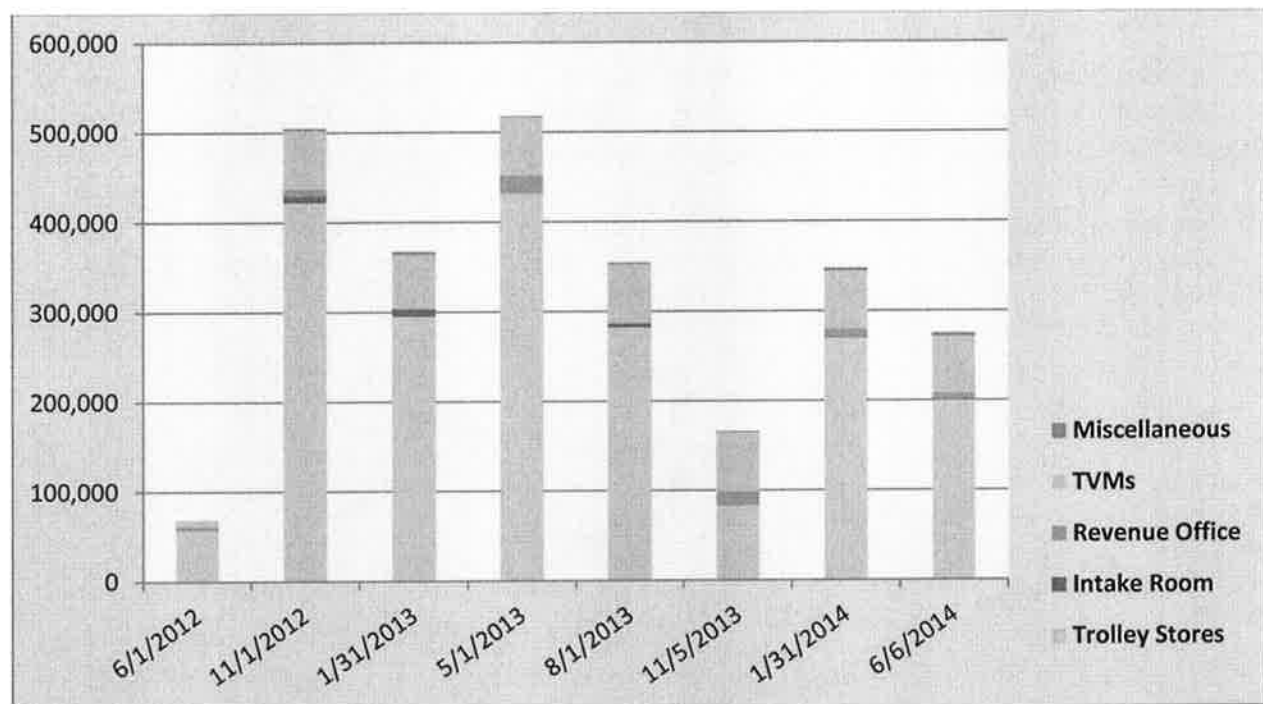
**Exhibit A – Number of CCs Sold Through TVMs Each Count Period**

CCs	123,901			112,971			162,179			147,643			113,789			171,863				145,474					
Months	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug			
	11/1/2012			1/31/2013			5/1/2013			8/1/2013			11/5/2013			1/31/2014			6/6/2014				8/21/2014		



MTS Trolley Stores personnel order CCs from vendors semiannually in quantities of 500,000, depending on consumption rates. Vendor shipments are received into MTS Trolley Stores, after which they are issued to the Revenue Office and other distributors. As shown in Exhibit B below, the largest portion of the CC inventory is held in MTS Trolley Stores, followed by the CC inventory loaded into TVMs. A relatively small number of CCs is kept in the Revenue Office and the Revenue Intake Room, and these are used to replenish the TVMs as CCs are sold. The Revenue Manager requisitions CCs from MTS Trolley Stores as needed in amounts ranging between 10,000 to 30,000 CCs every one to two weeks.

**Exhibit B – CC Inventory by Location**



Source: MTS Internal Auditor, based on quarterly CC inventory reports.

### ***The Risk of CC Fraud is Low***

Strong controls over the CC inventory are important because CCs have a monetary value and can be converted to cash if sold at a discount to transit customers. As part of this review, the Internal Auditor assessed the likelihood and magnitude of any CC fraud. Despite their inherent worth, CCs are not as readily convertible to cash as other stored value cards such as pre-paid credit cards and gift cards. Furthermore, CCs require activation by a TVM or Ticket Office Terminal in order to function, so any fraud scheme would likely necessitate exploiting a system vulnerability and require smart card activation equipment.

The potential loss due to fraud can be quantified as the number of CCs at issue multiplied by the average amount of loss per CC. The amount of loss per CC could be either:

1. The accounting cost, which is the cost to MTS of a purchasing a CC (\$0.65), or
2. The economic or opportunity cost (i.e. lost sales), calculated as the retail price of a CC (\$2) in addition to the amount fraudulently loaded onto the CC (up to \$100 for certain monthly passes).<sup>2</sup>

In researching the risk of CC fraud, the Internal Auditor encountered only one case of fraud involving smart card transit passes at a transit agency.<sup>3</sup> The perpetrators of this fraud acquired a large quantity of smart cards from the transit agency they were targeting (at a cost of \$1 per card) and, using a computer and other equipment, managed to activate smart cards. They then printed flyers advertising discounted transit passes, and enlisted individual distributors to sell these cards (at \$10 per card) at transit stations. Their scheme exploited a glitch in the card reader software that allowed fraudulently-activated cards to operate normally. Ultimately, this was a complicated and low-return fraud that was readily detected, and the perpetrators have been charged with a variety of financial crimes. Based on a review of this incident and the very low rate of transit pass fraud, the Internal Auditor has concluded that while MTS is exposed to CC fraud, any such fraud is likely to be detectable and limited in its financial impact.

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<sup>2</sup> Either approach may be valid under the law depending on the circumstances of the fraud.

<sup>3</sup> See *Georgia v Jedadia Byrd, et al.* (DeKalb County Superior Court, May Term 2014), Docket No. D0240981-09, Count 1.

## Review Results

The Internal Auditor reviewed the SOP governing CC inventory and the method for computing variances and identified opportunities to improve them. The Internal Auditor also noted system limitations that hinder the monitoring of CC inventory. These limitations are evident from the number of reports required to track CC inventory, as shown in exhibits C and D below. The Revenue Manager ultimately detected a recording error that resulted in the incorrect calculation of the variance. Although this error is not directly related to the issues identified in this review, a modern inventory management system would reduce or eliminate such errors and facilitate tracking CCs.

### *The Revenue Office is Following an SOP in Conducting Quarterly Inventories of CCs*

The SOP for *Smart Card Inventory Control* establishes procedures for the procurement, safeguarding, and inventorying of CCs. The following is a summary of the SOP's key requirements:<sup>4</sup>

1. Assigns authority for the procurement of CCs to MTS Purchasing/Procurement staff; requires Purchasing/Procurement staff to work with MTS Marketing staff to ensure that CC graphics and disclaimer conforms with MTS Executives' expectations.
2. Assigns custody of CC deliveries to MTS Trolley Stores; requires the Revenue Manager to establish a minimum reorder point for CCs.
3. Requires the Revenue Manager to maintain a sufficient number of CCs in the Revenue Facility for restocking TVMs; requires recordkeeping of CCs received from MTS Trolley Stores.
4. Requires CC stock to be locked in Revenue Manager's office or the Revenue Processing Intake Room; limits authority for removing cards from the Revenue Manager's office to the Revenue Manager and specified supervisors; requires logging of CC stock removal from the Revenue Manager's office or the Revenue Processing Intake Room.
5. Requires Revenue Staff to return non-operational CCs from TVMs to the Revenue Manager.
6. Requires a quarterly inventory of CC; allows for the estimation of CC numbers in TVMs.<sup>5</sup>
7. Defines the term "Compass Card inventory control number" as the sum of (a) the number of cards on hand in the last inventory count and (b) the number of cards procured since that date.
8. Defines the term "Current Compass Card inventory number" as the sum of:

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<sup>4</sup> The SOP contains bullet points; the numbers and letters in this report were added to facilitate referencing.

<sup>5</sup> This is either an estimate based on a visual check of TVMs or a calculation that assumes TVMs contain 500 CCs. Revenue staff load 250 CCs into a TVM magazine and keep 250 CCs in a box inside the TVM. Although TVMs can be loaded with more CCs, the current practice is to load them with 500 CCs.

- (a) TVM card estimates
  - (b) Cards in Revenue Facility<sup>6</sup>
  - (c) Cards in MTS Trolley Stores
  - (d) Non-operational Cards<sup>7</sup>
  - (e) Cards delivered to SANDAG or MTS Marketing
  - (f) Cards issued from TVMs
9. Compares the figures in steps 7 and 8 above; allows for minor variances due to estimation of CCs in TVMs and timing between TVM estimates and the time that Hummingbird reports are generated.
10. Defines a significant variance as being between 1 and 2 percentage points in step 9; requires the Revenue Manager to determine the acceptable variance based on a review of TVM count estimate and report. Requires an investigation of variance outside the acceptable range and the notification of the Chief Operating Officer of MTS Rail.

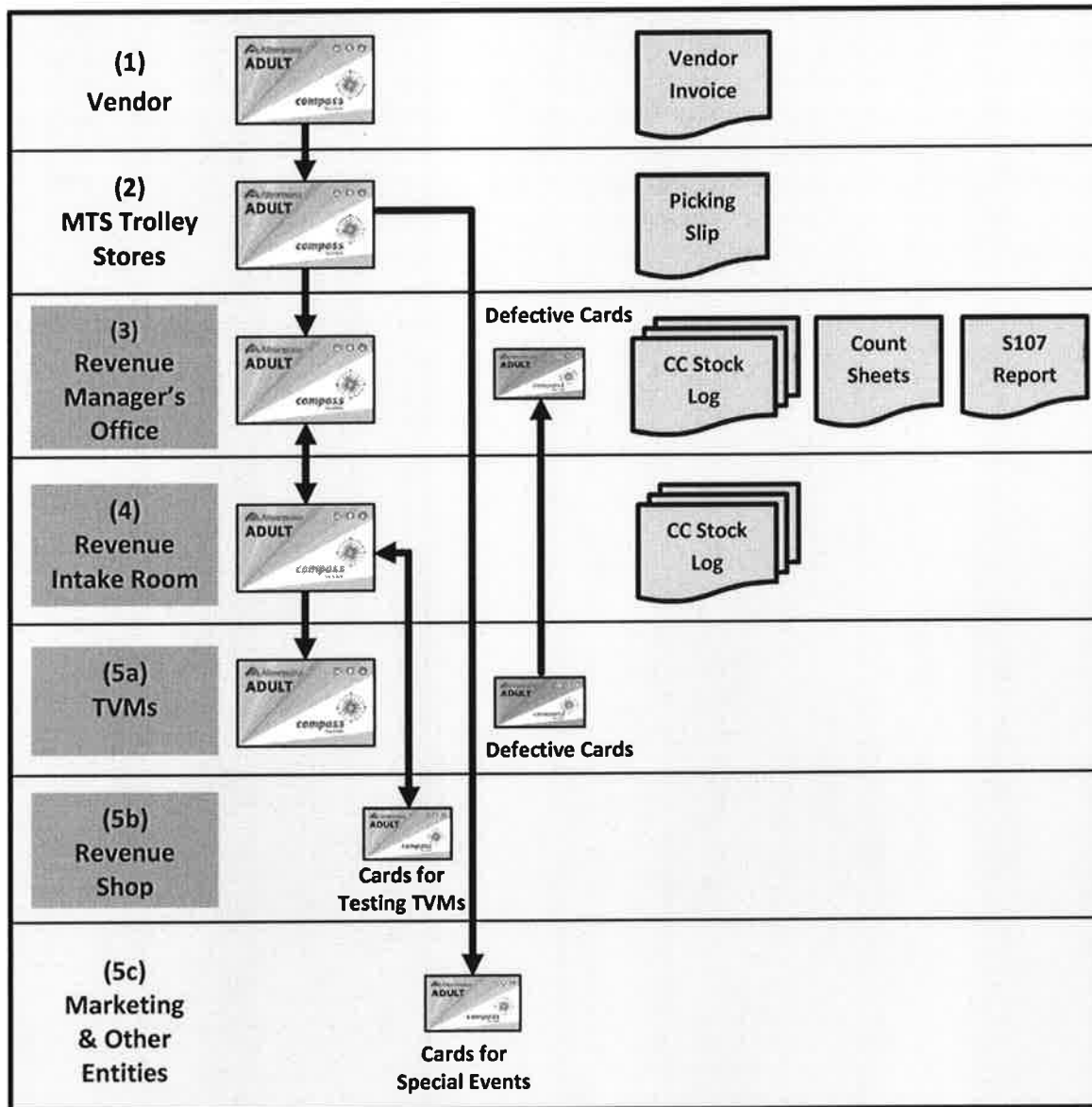
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<sup>6</sup> This figure is the sum of the running balances from two logs. One log is kept in the Revenue Office, and the other log is kept in the Revenue Intake Room.

<sup>7</sup> These are also referred to as Error 17 cards. They represent CCs that were not successfully initialized by TVMs due to various reasons such as defective chips or a misalignment of the CC as it is processed through a TVM. Revenue Maintenance staff collect these CCs from the TVMs and return them to the Revenue Office.

Exhibit C below shows the location and movement of CCs through MTS facilities as described in the SOP. MTS Trolley Stores receives vendor shipments. The Revenue Manager and others requisition CCs from MTS Trolley Stores. CCs are kept in three different locations under the control of the Revenue Office in addition to the TVMs (show in blue). Exhibit C also associates the documents and reports that are used to compute the variance with the related locations where CCs are stored.


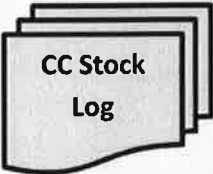
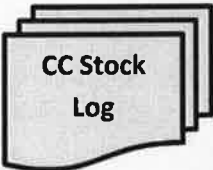

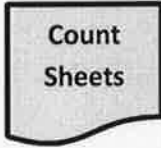

**Exhibit C – Physical Flow of CC Inventory and Associated Documents**



Source: MTS Internal Auditor, based on review of SOP for Smart Card Inventory Control and other documents and reports.

Exhibit D identifies the specific figures used in calculating the variance from the documents and reports shown in Exhibit C. These figures are referenced to the pertinent steps in the SOP.

#### Exhibit D – Documents and Data Elements Used in Quarterly Inventory Counts

	<p>Also known as a warehouse requisition, this document is required for releasing inventory items (such as CCs) from MTS Trolley Stores.</p> <p><b>Use in inventory count:</b> Provides the <u>ending balance of CCs in Stores</u> on the date of the inventory count (<b>SOP 8c</b>).</p>
	<p>Tracks the number of cards removed from and returned to the Revenue Office, and maintains a running balance.</p> <p><b>Use in inventory count:</b> Provides the <u>ending balance of CCs in Revenue Office</u> on date of the inventory count (<b>part of SOP 8b</b>).</p>
	<p>Tracks the number of cards removed from and returned to the Intake Room and maintains a running balance.</p> <p><b>Use in inventory count:</b> Provides the <u>ending balance of CCs in Revenue Intake Room</u> on date of inventory count (<b>part of SOP 8b</b>).</p>
	<p>Indicates the number of CCs delivered in a shipment and payment due amount.</p> <p><b>Use in inventory count:</b> The number of CCs on the invoice (or sum, if more than one invoice) is the <u>number of CCs received within the quarter</u> (<b>SOP 7b</b>).</p>
	<p>Count sheets containing estimates of the numbers of CCs in TVMs.</p> <p><b>Use in inventory count:</b> The <u>number of CCs in TVMs</u> is counted or calculated as 125 TVMs x 500 cards per TVM = 62,500 cards (<b>SOP 8a</b>).</p>
	<p>Summary sales report that shows the totals for cash, debit, and credit transactions as well the number of CCs issued in a period.</p> <p><b>Use in inventory count:</b> Indicates the <u>number of CCs issued from TVMs in the quarter</u> (<b>SOP 8f</b>).</p>

Source: MTS Internal Auditor, based on review of SOP for Smart Card Inventory Control and other documents and reports.

### ***The CC Inventory Overage Amount has been Reduced***

During this review, the Internal Auditor and Revenue Manager examined various possible causes of the variance and were able to eliminate some of them as noted:

1. Incorrect Count of CCs in TVMs  
Revenue staff conducted a recount of CCs in the TVMs. The result of this recount did not resolve the variance.
2. Incorrect Count of CCs in the MTS Trolley Stores  
The Assistant Manager of MTS Trolley Stores conducted a recount of the CCs in the Storeroom that yielded the same figure as the first count.
3. Problem with TVM Software  
TVM software is upgraded periodically by the TVM vendor, and there are occasional glitches in the new software. The Revenue Manager tested several CCs through a TVM using a test script. The results of this testing demonstrated that TVMs were activating CCs and loading them with the correct fare amounts. The Revenue Manager also ran a report on CC sales by type of pass sold but did not identify any anomalies.
4. Logging Error  
The Internal Auditor suspected that a transposition, recording error, or omission in the CC Stock Log located in the Revenue Office or the Intake Room could have caused the variance. However, the Revenue Manager believes that an error in the log would likely be detected and is unlikely to be reflected in the inventory counts.
5. TVM Processing  
The Revenue Manager suspected that the variance is resulting from a problem in TVM processing whereby a TVM is recording the issuance of a CC when no CC has been dispensed. Consequently, the number of CCs issued as reflected on the S107 Report is overstated.

The Revenue Manager eventually identified an error that resulted from omitting two quantities of inventory from the CC inventory reports. These quantities were recorded on the CC inventory count conducted on January 31 but were not accounted for in subsequent inventory calculations. They represent 903 CCs that are held for the purpose of testing TVMs, as well as five additional boxes, each containing 250 CCs, that were found in TVMs for a total of 2,153 CCs. The overage (2,443 CCs) was therefore reduced by 2,153 CCs to 290 CCs or 0.16 percent. In this report, both quantities are subsumed into the miscellaneous category in Exhibit B. The CCs held for testing TVMs are also presented in step 5(b) of Exhibit C.

### ***System and Reporting Limitations Hamper Accurate Inventory Counts***

The current system for moving and tracking CC inventory is not integrated. Ideally, CC inventory should be perpetually tracked in a single or integrated system that can also track individual CCs by their unique identification numbers. In a perpetual inventory system, physical inventory counts would be performed periodically only to verify the system count and adjust it if necessary. Due to the current system's limitations, conducting a CC inventory count entails

reconciling figures from various paper reports and taking periodic physical counts, allowing variances to remain undetected for months or to grow over time.

Furthermore, MTS does not have many employees who are skilled at using the existing TVM reporting software. Although the TVM vendor furnishes this particular reporting software as part of its standard product offering, the reporting software is not widely-used in industry, and requesting custom reports from the vendor is expensive. Currently, the report used to generate a count of CCs sold within a time period is a summary report. To obtain more granular information on TVM activity – sales by specific TVM, for example – the Revenue Manager has to manually filter the existing report, a time-consuming process.

***The Current Basis for Determining the Significance of Variances is Judgmental***

As noted earlier, the Revenue Manager found an overage of 2,443 CCs during the quarterly inventory count conducted in June 2014. The SOP considers a variance in the quarterly count to be significant if it is between one and two percent, depending on factors such as timing differences in CC counts and the determination of the Revenue Manager. The computation of the variance also includes the CCs that are in the Storeroom as well as CCs issued to other entities from the Storeroom. The Revenue Manager is understandably concerned with the CC stock level in the Storeroom, as running out of CCs is unacceptable. However, this figure is irrelevant for purposes of controlling the CC inventory that is under the custody of the Revenue Office.

There are no mandated accounting rules for establishing an acceptable variance threshold for inventory. Rather, variances levels are established based on cost-benefit analyses that weigh the resources required to scrutinize and control inventory against the savings resulting from reducing inventory shrinkage. The acceptable variance level is influenced by factors such as the organization's industry, the value of inventory items, and applicable legal requirements. While it is common for retail establishments to set variance thresholds at one or two percent annually, banks, jewelers, pharmacies, and gun stores cannot afford to lose one percent of their credit cards, diamonds, controlled drugs, or weapons, respectively.

The current approach in the SOP for determining whether a variance is significant relies on the heuristic of one or two percent. Furthermore, the variance percentage can differ depending on the method utilized to compute it. The quarterly inventory reports prepared by the Revenue Manager show the calculation of the variance percentage as follows:

$$(\text{Beginning Inventory} + \text{Cards Received} - \text{Cards Issued} - \text{Ending Inventory}) / \text{Cards Issued}$$

However, a more common way to compute variance percentages is:

$$(\text{Beginning Inventory} - \text{Ending Inventory}) / \text{Beginning Inventory}$$

Irrespective of the method for computing variance percentages, the Internal Auditor does not believe that there is a good basis for determining an acceptable variance level for CC inventory at this time. Therefore, the Revenue Manager should strive to reduce the variance as much as possible before attempting to establish a limit for variances. After the implementation of this



report's recommendations and after additional counts have been performed, the Revenue Manager will have a stronger basis for setting variance limits.

## Recommendations and Management Response

To address the limitations noted earlier and reduce the chances of future variances in CC inventory counts, the Internal Auditor recommends the following:

1. Streamline the variance computation in the SOP to focus on controlling the CC inventory that is within the purview of the Revenue Office. SOP steps pertaining to the authority for procuring CCs, the responsibilities of MTS Marketing and MTS Trolley Stores should be removed, and the count of CCs in the Storeroom should be excluded from the quarterly inventory count.

**Management Response:** *Agree. The Revenue Manager has revised the SOP.*

2. Improve the logging of CC boxes in the Revenue Office and Revenue Intake Room. This could include inputting the log entries into a spreadsheet daily or tracking CC boxes through a bar code scanner.

**Management Response:** *Agree. Revenue personnel have started inputting CC log entries into a spreadsheet.*

3. Improve reporting on TVM activity by generating weekly or daily activity reports, to include tracking individual CCs throughout the system, if practicable.

**Management Response:** *Agree. The MTS Fare Systems Manager is evaluating the feasibility of implementing this recommendation.*

Implementing these recommendations will require additional resources and communication with other MTS staff. For example, improving the reporting of TVM activity will require the assistance of information technology personnel or other staff who are skilled in writing queries using the particular TVM software. Alternatively, MTS may choose to acquire a new reporting software to replace the existing one or to replace the entire fare collections system. In addition to improving inventory controls, enhanced reporting may also result in improvements and efficiencies in servicing TVMs.

During this review, the Internal Auditor made two observations regarding issues that were beyond the scope of this consultation.

1. The Revenue Manager currently maintains custody of the CC inventory in the Revenue Office, generates the reports of TVM activity, and performs the quarterly inventory variance calculation. Good internal controls practices generally require that custody, reporting, and reconciliation duties be assigned to different personnel or that compensating controls be placed whenever a segregation of duties is impractical.

**Management Response:** *Agree. Revenue personnel other than the Revenue Manager have now been assigned the task of logging*

2. The Revenue Manager wrote and approved the SOP for *Smart Card Inventory Control*. For quality control and other reasons, it would be better to have a person other than the author of an SOP review and approve it.

***Management Response: Agree.***

The Internal Auditor will follow up on the second observation and research the best approach for improving the process of creating SOPs across the organization.

## **Conclusion**

The Internal Auditor would like to thank the Revenue Manager for his assistance during this review. Although the variance that prompted this review has been resolved, MTS can further improve its controls over the CC inventory. The planned implementation of an Enterprise Resource Planning system and the accompanying changes to warehousing and inventory processes present an opportunity for enhanced tracking and monitoring of CC inventories.



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## Agenda Item No. 16

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 11, 2014

#### SUBJECT:

AUDIT REPORT – INFORMATION TECHNOLOGY DISASTER RECOVERY

#### INFORMATIONAL ONLY

##### Budget Impact

None.

#### DISCUSSION:

The MTS Internal Auditor completed a review of Information Technology disaster recovery planning and preparedness efforts and made four recommendations.

A handwritten signature in black ink, appearing to read 'Paul C. Jablonski', is written over a horizontal line.

Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Audit Report – Information Technology Disaster Recovery





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## Memorandum

DATE: October 23, 2014  
TO: Sandra Bobek  
FROM: Toufic Tabshouri  
SUBJECT: Audit Report – Information Technology Disaster Recovery  
CC: Paul Jablonski, Larry Marinesi, Karen Landers

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### Report Summary

The Internal Auditor conducted an audit of the Information Technology (IT) Department's disaster recovery (DR) planning and preparedness efforts. The audit entailed evaluating these efforts against authoritative guidance for DR. The audit found that the IT Department has recently updated its Disaster Recovery Plan (DRP), and that the current DRP represents a substantial improvement over previous plans. However, the IT Department should build on its planning efforts in order to ensure that it is ready to cope with a disaster and minimize disruptions to business operations. This report makes four recommendations to help the IT Department strengthen its DR capability: Communicate with business users regarding DR-related requirements, report to Executive Management on DR efforts, train IT staff on disaster response, and test the DRP.

## Introduction

In accordance with the Internal Audit Plan for fiscal year 2014-15, the Internal Auditor scheduled an audit of *Information Technology Business Continuity and Security* for March of 2015. The Internal Auditor subsequently received a request to assist the IT Department with updating its Disaster Recovery Plan (DRP). For purposes of audit efficiency, the Internal Auditor performed this audit in conjunction with the review of the DRP. Because the scope of this audit is narrower than was originally envisioned, the Internal Auditor will examine Business Continuity and Information Technology Security in subsequent audits.

## Objectives, Scope & Methodology

The objective of this audit was to evaluate DR efforts at MTS. To do this, the Internal Auditor researched DR guidance for IT and provided this guidance to the Assistant Technology Officer (ATO), the person responsible for updating the DRP. To assist the ATO, the Internal Auditor provided the ATO with guidance<sup>1</sup> for creating a DRP. The Internal Auditor also reviewed various draft versions of the DRP and met with the ATO to provide his feedback. The Internal Auditor also participated in DRP review sessions<sup>2</sup> along with the Chief Financial Officer, Controller, Chief Technology Officer (CTO), and ATO<sup>3</sup>.

Following the completion of the DRP, the Internal Auditor evaluated the updated plan against the same guidance provided to the ATO. The scope of the audit was broader than the DRP review, however, encompassing DR communication, training, testing, and other activities. The audit work did not include any verification of the technical information included in the DRP.

## Background

In March of 2012, MTS experienced a crash that resulted in a significant loss of organizational data. IT staff worked overtime for weeks to recover the lost data, but their efforts were not successful. The data crash revealed that information was not being backed up as expected. After the crash, MTS embarked on a process of upgrading the organization's IT infrastructure. However, the IT Department has been hampered by challenges with recruiting and turnover, and its capacity to perform the required work has been diminished.

The DRP was updated in response to a request from MTS's external auditors. An update of the previous DRP was necessary, since hardware upgrades and other system changes had diminished the utility of the previous plan. The creation of a DRP involves significant effort, as there is no single authoritative source that specifies how to create a DRP. While there are no laws that govern the creation of a DRP at MTS, a DRP is a necessary business tool, and the absence of a DRP is considered an organizational risk factor by auditors.

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<sup>1</sup> This guidance consisted of the following reports: U.S. Department of Commerce, National Institute of Standards and Technology (NIST) Special Publication 800-34, *Contingency Planning Guide for Federal Information Systems* (Gaithersburg, MD: May 2010); U.S. Government Accountability Office (GAO), *Federal Information System Controls Audit Manual (FISCAM)*, (Washington, DC: February 2009); as well as publications from ISACA, a professional organization for information technology auditors.

<sup>2</sup> During the review of the DRP, the Internal Auditor provided feedback to the ATO but did not direct the work of the ATO. The Internal Auditor observed the boundaries of the audit role to avoid the risk of self-review, a scenario where an auditor essentially audits work that he or she has performed.

<sup>3</sup> The ATO is the second most senior position in the IT Department and reports to the CTO.

### ***Planning Efforts are Crucial to Improve Disaster Management and Hasten Recovery***

Planning for various disaster scenarios is a crucial activity that allows decisionmakers to anticipate problems before they materialize and to think through possible solutions. Planning also allows decisionmakers to identify vulnerabilities and eliminate or mitigate them. Finally, planning activities bring together employees from disparate functions and compel them to work together in a team setting, markedly improving the effectiveness of the organizational response to a real disaster. Planning efforts generally produce reference documents and various plans, some of which are presented in Exhibit A.

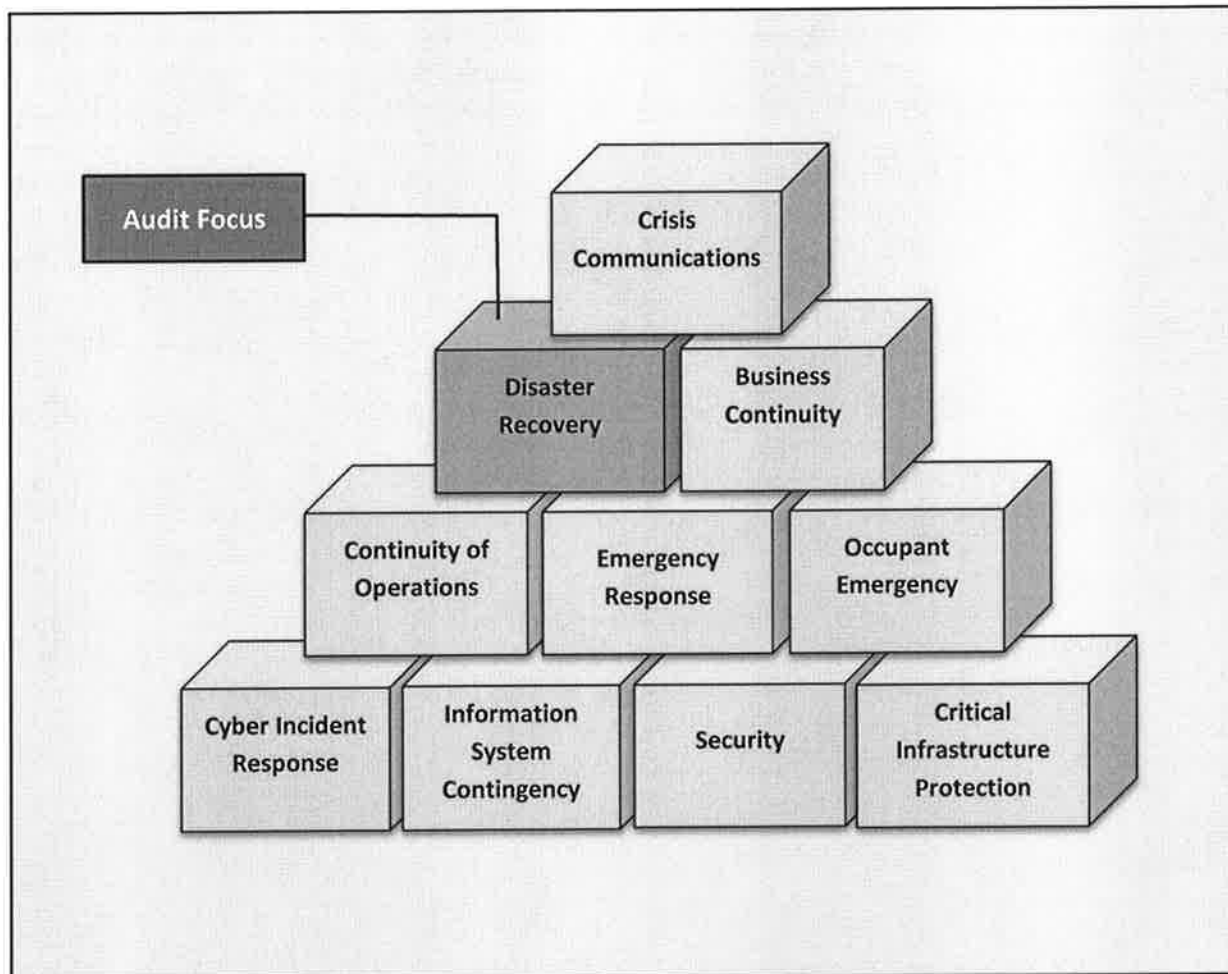
#### **Exhibit A – Commonly Used Preparedness Plans**

Plan Name	Purpose
Crisis Communications	Delineates responsibilities for communication during a disaster.
Disaster Recovery	Focuses on the restoration of information technology systems and services following a disaster.
Business Continuity	Outlines procedures for sustaining business operations while recovering from a significant disruption.
Continuity of Operations	Focuses on restoring mission essential functions at an alternate site and performing those functions for up to 30 days before returning to normal operations.
Emergency Response	Specifies initial response procedures for various threat and disaster scenarios.
Occupant Emergency	Focuses on the protection of facilities and personnel within them.
Cyber Incident Response	Provides protocols for detecting, mitigating, and recovering from cyber attacks such as denial of service attacks and data thefts.
Information System Contingency	Focuses on recovery of systems independent of the site or location.
Physical Security	Formalizes processes for addressing security threats and remediating vulnerabilities.
Critical Infrastructure Protection	Provides for the protection of critical infrastructure such as highways, bridges, hospitals, and power plants.

**Source:** MTS Internal Auditor, based on NIST 800-34 and other sources.

Exhibit B provides a visual description of the relationships between the various plans listed in Exhibit A, and it identifies the scope of this audit.

**Exhibit B – Hierarchical Relationship Among Various Preparedness and Response Plans**



**Source:** MTS Internal Auditor

The blocks higher on the pyramid represent plans that are broader in scope than those in lower blocks. Most organizations do not create all the plans listed in Exhibit B; instead, they subsume the contents of lower-level plans such as the Cyber Incident Response Plan into other plans. Organizational needs and organizational complexity drive the level of detail required in the planning effort.

## Audit Results

### *The Information Technology Department has Recently Updated its Disaster Recovery Plan*

The current DRP was updated in August 2014. The last version of the DRP prior to this update was dated October 2010. The lack of plan updates in almost four years is unacceptably long, given the constant changes to applications, hardware, and other IT infrastructure. Furthermore, as part of the effort to update the DRP, the Internal Auditor and the ATO encountered numerous DR-related plans with different dates and in various stages of completion. It was evident that DR planning was haphazard, and that there was no version control over the creation and update of plans. The most likely reason for this lapse is the heavy workload of IT staff and the relatively low priority accorded to DR planning<sup>4</sup> until recently. However, given the severity of the data crash that occurred in March of 2012 and its impact on IT staff workloads, the IT Department should have prioritized DR planning.

The Internal Auditor's evaluation of the DRP is presented in Exhibit D below. The evaluation entailed comparing DRP components to NIST guidelines<sup>5</sup> specifying the contents of a DRP. Overall, the Internal Auditor found that the updated DRP conforms with these guidelines and represents a marked improvement over previous DRPs.

Updating the DRP also necessitated creating new sections that were not present in previous plans or DR-documents. For example, the DRP is supported by appendices that contain detailed technical information on network architecture, server hardware, employee and vendor contact information, server accounts and passwords, internet protocol addresses, and system configurations. The ATO compiled all this information, which is needed to restore systems to their pre-disaster states.

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<sup>4</sup> Although DR planning was not undertaken after the March 2012 data crash, the IT Department did remediate backup and recovery systems.

<sup>5</sup> U.S. Department of Commerce, National Institute of Standards and Technology (NIST) Special Publication 800-34, *Contingency Planning Guide for Federal Information Systems* (Gaithersburg, MD: May 2010), Appendix A.



**Exhibit D – Internal Auditor Evaluation of Current DRP**

DRP Component or Section	Reference	Internal Auditor's Evaluation <sup>1</sup>
Authority and process for declaring a disaster	Section III, p. 8	✓
Command center location	Section IV, p. 13	✓
Personnel and team assignments	Section V, pp. 15-22	✓
Communications	Section VI, pp. 23-25	✓
Recovery of business-critical IT services	Section IX, pp. 31-51	✓
Key personnel contacts list	Appendix A	✓
Key vendor contacts list	Appendix B	✓
Server, storage, and network racks, layouts, and inventory	Appendix C	✓
MTS facility location, name and address list	Appendix D	✓
MTS network diagram	Appendix E	✓
Telephone circuit detail	Appendix F	✓
Network router and switch locations	Appendix G	✓
Internet protocol addresses	Appendix H	✓
Network device configuration files	Appendix I	✓
Storage server architecture	Appendix J	✓
Server profiles	Appendix K	✓
Server account and password file	Appendix L	✓
Windows-based group email accounts	Appendix M	✓
Backup and recovery software suite	Appendix N	✓
Business-critical applications	Appendix O	✓
Software license keys and activation codes	Appendix P	✓

**Note 1:** The checkmark indicates that the content is satisfactory and meets guidelines. The Internal Auditor also reviewed the DRP for completeness and did not find any significant omissions.

While the DRP does not specify procedures for restoring various systems, this information is too detailed to include in the DRP, and IT staff can be expected to perform restorations without these written procedures. The IT Department can also verify its ability to restore systems by conducting restoration testing.

***Recovery Planning Efforts are Driven by Three Metrics***

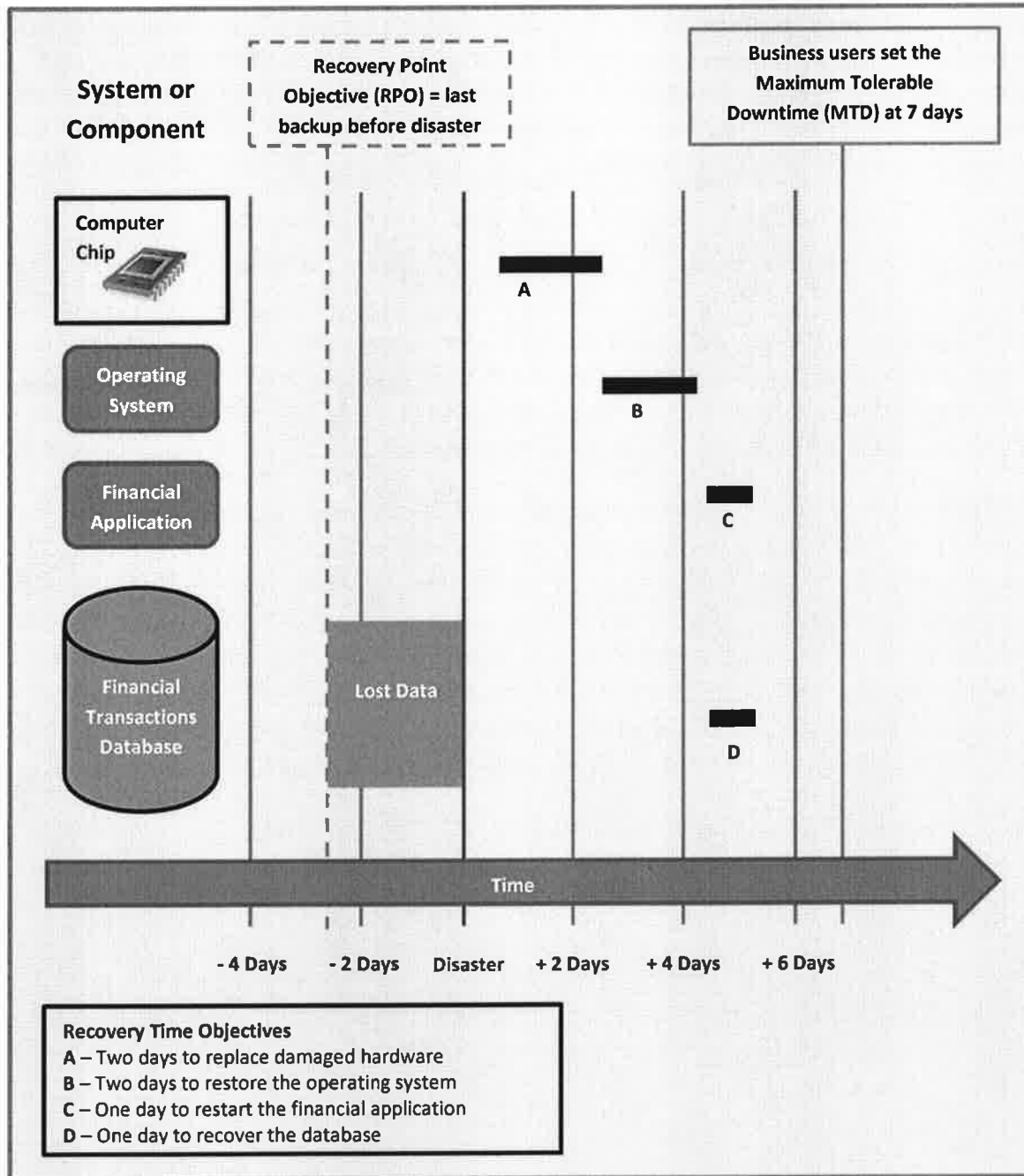
Planning for recovery employs a project management methodology. Planning begins with inventorying all the applications, hardware, and other systems that the IT Department maintains. The next step is to prioritize restorations and to map all restoration dependencies between IT systems. The final step is to develop a restoration schedule, listing all the tasks and times required to restore each system. This schedule can be represented on a Gantt chart, although the DR field uses unique terminology to describe key recovery metrics:

1. **Maximum Tolerable Downtime (MTD)** – The total amount of time acceptable for a system or process to be unavailable.
2. **Recovery Time Objective (RTO)** – The maximum amount of time that a component or subsystem is unavailable before there is an impact on MTD.
3. **Recovery Point Objective (RPO)** – The point in time prior to a disruption that data can be recovered.

Exhibit C provides an example of a recovery timeline and shows the relationship between RTOs and MTD. In this example, damaged hardware must be replaced (A) before the operating system can be restored (B), and the operating system must be functioning before the financial application can be restarted (C). However, the financial application can be restarted at the same time that the financial database is being checked (D). Because steps C and D are dependent on step B, which in turn is dependent on step A, it is crucial that recovery efforts proceed as planned and that the established RPOs are realistic. For example, if procuring and replacing damaged computer chips takes more than four days, then the MTD of one week will not be met.

RPO is not related to RTO or MTD, but is a function of the frequency of backups. The more frequent the backups, the less data will be lost when a disaster strikes. Any data created between the RPO and the time of the disaster will be lost.

**Exhibit C – Example of a Disaster Recovery Timeline for a Financial System**



**Source:** MTS Internal Auditor

### ***The Current DRP Requires Input from Business Users***

In preparing the DRP, the IT staff used their judgment to estimate the time required to restore various systems. Business-critical IT services were ranked according to a tiered scale, as shown in Exhibit D below. Although this ranking scheme did not involve a mapping of dependencies as discussed in the previous section, the IT Department must complete other tasks (see recommendations) prior to undertaking detailed mapping.

#### **Exhibit D – DRP Classification Scheme for Business-critical IT Services**

<b>Tier Number</b>	<b>Description of Tier</b>	<b>Estimated Restoration Time<sup>1</sup></b>
<b>0</b>	Services delivered by vendors (hosted services).	The DRP assumes that these services will be available as soon as MTS network function is restored.
<b>1</b>	Highest priority	5 days
<b>2</b>	Second highest priority	10 days
<b>3</b>	Third highest priority	15 days
<b>4</b>	Low priority	As feasible

**Note 1:** Restoration times start after network functionality has been restored.

**Source:** DRP, page 47 and Appendix O

Actual recovery times may be significantly longer, however, if MTS suffers extensive damage to its data centers or network. Furthermore, the recovery time estimates did not incorporate input from business users. While IT staff are in the best position to determine the length of time required to restore a particular system, tolerable downtimes should be established by business users. By not seeking the input of business users, the IT Department risks making incorrect assumptions about the length of time that business users can cope with IT service interruptions.

### ***The Current DRP is Based on Existing Resource Levels***

Ideally, RTOs and backup frequencies should be based on an analysis of risks, business impact, and organizational needs, and should not be constrained by existing applications and hardware. There will always be a limit on the amount of money MTS is willing to invest in its backup and recovery systems. But this financial constraint should be imposed by Executive Management, and it can only be made after the IT Department has provided Executive Management with sufficient information regarding costs and benefits of various investments that support recovery efforts.

For example, MTS currently maintains two data centers that are located approximately 600 yards apart, making them both vulnerable to the same local disaster. The IT Department could provide Executive Management with proposals for locating a data center in a distant region or for contracting with a vendor for real-time storage replication. Without providing Executive Management with the analyses and recommendations required to support informed investment decisions in technology, the IT Department cannot ascertain that its recovery efforts will meet the expectations of Executive Management in the aftermath of a disaster.

### ***A Plan is a First Step in Preparing for DR***

While IT Department has updated its DRP, it has not yet developed a training program on DR for its employees. The DRP assigns IT employees specific roles to perform in the event of a disaster. While these assigned roles are generally an extension of normal employee job duties, training on the DRP is crucial.<sup>6</sup> A lack of training would diminish the value of the DRP, as employees would be reading it for the first time after a disaster occurs. Training can entail a presentation about the DRP, a discussion of specific employee roles and responsibilities, and a walkthrough of various disaster scenarios. An additional value of training is that employee feedback during training sessions can be used to improve the plan.

In conjunction with training, testing of the DRP is necessary. Testing is crucial<sup>7</sup> because it allows participants to identify deficiencies in the plan and to improve the response. There are two common types of DR tests: The first is a tabletop test in which participants meet in a group setting and discuss the steps they would take in response to a disaster scenario. This type of test is minimally disruptive, and it can uncover obvious deficiencies in the response or knowledge of participants.

The second type of test is more useful, however. It involves abruptly shutting down IT systems and verifying whether the IT Department is able to restore their functionality within the expected timeframes. This testing can be conducted internally using various scenario scripts, but it can also be conducted or facilitated by an outside party such as a peer reviewer or a consultant. System testing is generally performed outside of normal business hours in order to minimize disruptions to business users and to allow additional time for system restoration in case the testing causes unanticipated system problems. Testing should be performed annually because factors such as IT personnel turnover, configuration changes, software patches, and new system acquisitions continually change the IT environment, reducing the relevance of previous test results. Absent testing, the IT Department does not have a good basis for evaluating the adequacy of its preparedness for a disaster.

### **Recommendations and Management Response**

1. To insure that the timelines established by the IT Department for restoring IT systems following a disaster are based on the requirements of business users, the IT Department should request a Maximum Tolerable Downtime (MTD) for each IT system from the system's business users. Involving business users will also help identify the instances where an MTD cannot be met with existing resources. In these cases, the IT Department and business users should confer and determine whether business users can cope with an MTD that extends beyond their preference, or whether seeking additional resources to reduce recovery times is warranted.

***Management Response:*** Agree.

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<sup>6</sup> U.S. Department of Commerce, National Institute of Standards and Technology (NIST) Special Publication 800-34, *Contingency Planning Guide for Federal Information Systems* (Gaithersburg, MD: May 2010), 28-31.

<sup>7</sup> U.S. Government Accountability Office (GAO), *Federal Information System Controls Audit Manual (FISCAM)*, (Washington, DC: February 2009), 332, CP-4.

2. To provide reasonable assurance that current applications, hardware, and facilities can adequately support recovery efforts following a disruption or disaster, the IT Department should conduct an assessment of its current resources. This assessment should incorporate input from business users regarding their expectations and requirements. The assessment should culminate in a report to Executive Management that lists all identified IT vulnerabilities, options for addressing these vulnerabilities, as well as cost estimates and expected benefits of the various investment alternatives.

***Management Response:*** Agree.

3. To insure that its staff understand their responsibilities following a disaster, the IT Department should conduct annual DR training sessions. This training may include coverage of the DRP and tabletop exercises of various disaster scenarios.

***Management Response:*** Agree.

4. To assess its readiness and increase the effectiveness of its DR training, the IT Department should conduct an annual disaster drill. This drill should entail abruptly stopping and attempting to restart most IT systems, and it should provide verification that backup and restoration functions are operating properly. The drill should be followed by a debriefing on employee and system performance, and the results of the drill should be reported to Executive Management.

***Management Response:*** Agree.

Management agreed to implement these four recommendations within one year of the publication date of this report.

## **Conclusion**

The IT Department put forth a substantial effort to update the DRP. The IT Department now has an opportunity to build on its work and continue with DR preparedness efforts. These efforts will benefit MTS and the IT Department in several ways. Planning sessions will enhance communication between the IT Department, business users, and Executive Management, and broaden the perspectives of all parties. Furthermore, because DR preparation has a greater scope than typical IT projects and system implementations, DR preparation can educate participants about business needs, IT resources and constraints, and encourage strategic discussions about IT infrastructure needs. In addition to strengthening MTS's ability to cope with disruptions or disasters, this collaboration will enhance the credibility of the IT function.



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

## Agenda Item No. 17

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 11, 2014

#### SUBJECT:

UNALLOCATED TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS FOR  
TRANSIT-RELATED PROJECTS

#### RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to approve the use of \$941,626 in the City of El Cajon's unallocated TDA funds currently held by the County of San Diego (County). These TDA funds will cover the cost of asphalt replacement at Marshall Avenue in front of the El Cajon Transit Center.

#### Budget Impact

The use of unallocated TDA funds set aside by the County for transit-related projects in various jurisdictions would have no impact on the operating or capital budgets. The total available unallocated TDA held for the benefit of the City of El Cajon would be reduced by \$941,626, from the original amount of \$1,466,611, resulting in a remaining balance of \$524,985 held by the County for future transit-related projects pending the San Diego Metropolitan Transit System (MTS) Board approval.

#### DISCUSSION:

On November 5, 2014, MTS received a request from the City of El Cajon (Attachment A) for \$941,626 of the City of El Cajon's portion of unallocated TDA funds held by the County. This cost is for the replacement of the existing asphalt for Marshall Avenue in front of the El Cajon Transit Center. The project was previously allowed in the cooperation agreement (Attachment B) between MTS and the City of El Cajon. The cooperation agreement was for reconstruction of MTS's bus maintenance facility in the City of El Cajon.



The total available City of El Cajon unallocated TDA funds, totaling \$1,466,611 will be reduced by \$941,626, resulting in a remaining balance of \$524,985 held by the County for future City of El Cajon transit-related projects. Therefore, staff recommends that the CEO approve the use of \$941,626 in unallocated TDA funds for transit-related projects in the City of El Cajon.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Request from City of El Cajon  
B. Cooperation Agreement





## Public Works



October 16, 2014

Tom Lynch  
Metropolitan Transit System  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490

Dear Mr. Lynch:

The following information is submitted for review in consideration of the City of El Cajon utilizing a portion of our transit reserve fund in the amount of \$941,626.15 for the following:

<u>Description</u>	<u>Expenditures</u>
Operating Expenses to Repair & Replace Existing Facilities	\$ 1,032,509.32
<b>Subtotal</b>	<b>\$ 1,032,509.32</b>
Previously Requested	- \$ 90,883.00
<b>Transit Reserve Fund Request</b>	<b>\$ 941,626.15</b>

Attached are the budget documents approved by the El Cajon City Council, the Project Transaction Analysis, the Expenditure Audit Trail and the Expenditure Status Report. The City had previously requested \$90,883. The \$941,626.15 represents the difference between \$1,032,509.32 and the \$90,883 previously requested.

Should you require any additional information as you prepare the agenda report for the board's approval please contact me directly at (619) 441-5598. Your assistance processing our request is appreciated, and I look forward to hearing from you soon.

Sincerely,

Elizabeth A.S. Schofer  
Senior Management Analyst

Attachments: Transit Budget for FY 2013-14  
Expenditure Status Report  
Expenditure Audit Trail

City of El Cajon • 200 Civic Center Way • El Cajon, CA 92020

(619) 441-1653 • Fax (619) 579-5254

[www.cityofelcajon.us](http://www.cityofelcajon.us)

City of El Cajon  
Fiscal Year 2014 – 2015 Annual Budget

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**ACTIVITY: PUBLIC WORKS – TRANSIT (ARTICLE 4)**

**ACTIVITY NO: 213000**

**Description:**

Provide direction and support for the transit operations in the City of El Cajon in cooperation with the Metropolitan Transit System (MTS).

**Prior Fiscal Year Highlights:**

Administered the contract with St. Madeleine Sophie's for the maintenance of existing bus shelters and bus stops.

Completed plans, specifications, and cost estimates for the Bus Stop Shelter Improvement Project comprising of the installation of seven new bus shelters.

**Goals:**

- Continue to identify and improve bus stops by replacing and/or installing bus benches, installation of bus shelters, and trash receptacles or other improvements as needed.
- Work with the Community Development Department to incorporate a transit oriented development for the City.

**Financial Comments:**

The year's budget will decrease by \$914,309 due to the completion of capital improvement projects funded by TDA.

**PUBLIC WORKS - TRANSIT (ARTICLE 4)****ACTIVITY NO: 213000**

<b>EXPENDITURE SUMMARY</b>	<b>2011-2012 ACTUAL</b>	<b>2012-2013 ACTUAL</b>	<b>2013-2014 AMENDED BUDGET</b>	<b>2013-2014 EST. ACTUAL</b>	<b>2014-2015 ADOPTED</b>
<b>SALARIES &amp; BENEFITS</b>	<b>71,977</b>	<b>70,056</b>	<b>95,000</b>	<b>89,792</b>	<b>95,986</b>
<b>MAT'L, SVC &amp; SUPPLIES</b>	<b>54,262</b>	<b>91,725</b>	<b>107,910</b>	<b>99,373</b>	<b>114,315</b>
<b>CAPITAL OUTLAY</b>	<b>63,819</b>		<b>171,700</b>	<b>142,582</b>	<b>-</b>
<b>OTHER FINANCING USES</b>	<b>25,963</b>		<b>975,000</b>	<b>720,000</b>	<b>225,000</b>
<b>TOTAL</b>	<b>216,011</b>	<b>161,781</b>	<b>1,349,610</b>	<b>1,051,747</b>	<b>435,301</b>

<b>DETAIL OF PERSONNEL SERVICES</b>				
<b>JOB CLASSIFICATION</b>	<b>2011-2012 ACTUAL</b>	<b>2012-2013 ACTUAL</b>	<b>2013-2014 EST. ACTUAL</b>	<b>2014-2015 ADOPTED</b>
City Traffic Engineer	0.10	0.10	0.25	0.25
Associate Engineer	0.10	0.10	0.05	0.05
Assistant Engineer	0.05	0.05	0.00	0.00
Senior Engineering Technician	0.05	0.05	0.10	0.10
Public Works Inspector	0.10	0.10	0.10	0.10
Senior Management Analyst	0.05	0.05	0.05	0.05
Administrative Secretary	0.05	0.05	0.05	0.05
Operations Manager	0.05	0.05	0.05	0.05
Public Works Supervisor	0.00	0.00	0.00	0.00
Public Works Crew Leader	0.00	0.00	0.00	0.00
Public Works Equipment Operator	0.00	0.00	0.00	0.00
Public Works Maintenance Worker II	0.05	0.05	0.05	0.05
<b>TOTAL</b>	<b>0.60</b>	<b>0.60</b>	<b>0.70</b>	<b>0.70</b>

**COOPERATION AGREEMENT  
BETWEEN THE CITY OF EL CAJON  
AND THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM THE EAST COUNTY  
BUS MAINTENANCE FACILITY RECONSTRUCTION PROJECT**

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THIS COOPERATION AGREEMENT (the "Agreement") is made and entered into effective as of this 23rd day of January, 2012, by and between the City of El Cajon, a charter city and municipal corporation (the "CITY") and the San Diego Metropolitan Transit System ("MTS") for the purpose of working cooperatively on the reconstruction of MTS's bus maintenance facility located in the City. Individually, CITY and MTS may be referred to as a "Party" and collectively as "Parties."

**RECITALS**

WHEREAS, MTS is a transit development board established by Public Utilities Code section 120050 with the responsibility to operate public mass transit in certain unincorporated portions of San Diego County and the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego and Santee;

WHEREAS, the San Diego Association of Governments ("SANDAG") is the transit planning agency for the San Diego County region with authority to construct transit projects and facilities in cooperation with or on behalf of MTS;

WHEREAS, SANDAG and MTS plan to reconstruct the existing MTS bus maintenance facility located at 1213 North Johnson Avenue in the City of El Cajon to accommodate new and different transit vehicles, and provide facilities for fueling, washing, cleaning, vehicle maintenance, training and administrative functions (the "Project");

WHEREAS, the Project will improve the existing site and provide new maintenance and operations facilities, thereby improving the efficiency of MTS operations and allowing more vehicles to be parked and serviced at this facility;

WHEREAS, MTS is exempt from local land use, building and zoning ordinances pursuant to Government Code section 53090 *et seq.*;

WHEREAS, CITY has an interest in reviewing the Project plans and inspecting Project construction work that affect CITY facilities;

WHEREAS, notwithstanding MTS's exemption from local land use requirements, MTS has agreed to incorporate certain features into the Project in consideration for CITY's cooperation in reviewing the Project plans and inspecting the Project construction work to ensure consistency, and prevent conflict, between the Project and the CITY's facilities; and

WHEREAS, the Parties have entered into this Agreement to define the scope of future project review and inspection procedures for the Project and to memorialize certain Project features and responsibilities MTS and CITY have agreed to complete.

## AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, and based on the recitals set forth above, the Parties agree as follows:

### 1. Processing of MTS Project Plans and Improvements

- a. As an agency exempt from local land use, building and zoning requirements:
  - i. MTS is not required to obtain CITY permits, including but not limited to, site development permits, conditional use permits, neighborhood use permits, rezoning variances, building permits, or grading permits.
  - ii. CITY building/utility setbacks and similar requirements do not apply to the Project.
- b. The foregoing exemptions notwithstanding, MTS will require its contractors to obtain and pay for CITY traffic control permits and noise permits, where applicable. However, these permits shall not be discretionary or other permits, identified in 1(a)(i) above, that MTS is not required to obtain.
- c. The foregoing exemptions notwithstanding, because the Project involves coordination between MTS, and its contractors, and CITY, and its contractors, it is advantageous to both MTS and CITY for MTS to provide CITY with an opportunity to review and comment upon the Project plans, MTS agrees to submit its plans to CITY for an expedited plan review process. The plans will be distributed by CITY to relevant CITY departments for information, review, and comments limited to impacts on CITY utilities, facilities, and property. MTS and CITY will mutually agree upon the expedited plan review schedule.
- d. The foregoing exemptions notwithstanding, MTS will reimburse CITY for building permit, EDU, plan review, and inspection fees in an amount not to exceed \$94,000.00. The City will not charge MTS for plan review and inspection fees related to the proposed improvements within the City right-of-way.

### 2. Improvements in CITY Right of Way

- a. MTS shall be responsible for all design, construction, and inspection costs directly resulting from changes to CITY facilities required by the MTS Project. When replacing or relocating existing CITY facilities, MTS shall be responsible for replacing the facilities to the level of service existing at the time of replacement or relocation, to the adopted design standards and practices in effect at time of plan submittal, but without improvement, enhancement, expansion, or upgrading. CITY may require MTS to improve, enhance, expand or upgrade facilities to increase the level of service or to construct additional facilities, provided that CITY shall pay for the proportional share of the total project costs for the increased level of service and/or additional facilities. In the event that City requires improvement, enhancement, expansion or upgrading of its facilities pursuant to this section, the Parties agree that

the CITY's reimbursement of its proportional share of Project costs shall be determined in the following manner:

- i. MTS will prepare a scope of work for Project-required improvements in CITY right-of-way. Upon completion of the scope of work, and at the time MTS is ready to begin construction of the Project, CITY and MTS will mutually agree on whether CITY or MTS will be the project-lead for construction of improvements in the CITY right-of-way. In the event CITY administers construction of the improvements, MTS agrees to reimburse CITY for the cost of constructing the specific improvements identified in Section 2c. In deciding which entity will administer this portion of the construction, CITY and MTS will consider cost, Project coordination, and other efficiencies.
  - ii. Where applicable, CITY agrees to exercise its franchise agreement(s), subject to legal review of "prior rights," for the purpose of relocating third party utilities, as required.
- b. MTS and CITY agree on the following related to facilities in the CITY right-of-way:
- i. The Project does not require MTS to underground the utilities along Johnson Avenue, Vernon Way or Pioneer Way, or that if such a requirement applies under CITY's ordinances CITY hereby waives the requirement based on findings that the Project is for the benefit of the CITY's residents.
- c. MTS hereby agrees that it will dedicate and fund the right-of-way improvements listed below. The items listed in Section 2(c)(i)-(vii) supersede and replace the agreed improvements identified in the Letter Agreement dated February 28, 2002 between Mr. Marvin Munzenmaier, Director of Public Works, City of El Cajon, and Thomas F. Larwin, General Manager, MTDB (MTS Doc. No. B0325.0-02):
- i. MTS shall dedicate to the CITY an additional 7 feet for street right-of-way along Johnson Avenue;
  - ii. MTS shall dedicate to the CITY an additional 2 feet for street right-of-way along Vernon Way as required to provide 35 feet of street right-of-way measured from the centerline of Vernon way, including a 25-foot-property-line radius at the northeast corner of North Johnson Avenue and Vernon Way;
  - iii. MTS shall widen Vernon Way to provide an ultimate pavement width of 25-feet from centerline to face-of-curb, within CITY right-of-way, including the curb, gutter, sidewalk, structural pavement section and street paving;
  - iv. MTS shall construct a new 5-foot sidewalk along Johnson Avenue;
  - v. MTS shall install street paving and transitions necessary for the Project;
  - vi. MTS shall extend the portion of the storm drain along Vernon Way that is applicable to the Project; and

- vii. MTS shall remove the existing southerly driveway on North Johnson Avenue and replace it with a full-height curb and sidewalk.
  - d. CITY will fund construction of a 35-foot radius curb return at the northeast corner of the Vernon Way/Johnson Avenue intersection including associated construction impacts, relocation of traffic loops and associated equipment.
  - e. ~~MTS does not object to CITY using its Transportation Development Act funds to repair and resurface major streets in the surrounding area including the El Cajon Transit Center to offset the additional bus traffic in the area.~~
- 3. Improvements on MTS Property
  - a. MTS shall remove the existing northerly driveway on North Johnson Avenue and replace it with a modified drive approach which meets Americans with Disabilities Act (ADA) requirements and accommodates bus and automobile operations.
  - b. MTS also plans to construct driveways on Vernon Way and Pioneer Way. Each driveway will be designed to meet ADA requirements and accommodate bus and automobile operations
  - c. MTS will review its proposed driveway plans with CITY engineering staff. In order to accommodate the proposed uses, the driveways may be non-standard dimensions.

4. Other Terms and Conditions

- a. Neither CITY nor any officer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by MTS, or its designated representative, under or in connection with any work, authority, or jurisdiction under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, MTS shall fully defend, indemnify, and hold harmless CITY, all officers and employees from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by MTS, or its designated representative, under or in connection with any work, authority, or jurisdiction delegated to MTS under this .
- b. Neither MTS, nor any officer thereof nor any designated representative, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify, and hold harmless MTS, all officers and employees and designated representatives, from all claims, suits, or actions of every name, kind, and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under this Agreement.
- c. Any notice required or permitted under this Agreement may be personally served on the other party, by the party giving notice, or may be served by first class mail, to the following addresses:

For MTS:  
1255 Imperial Ave, Suite 1000  
San Diego, CA 92101  
Attn: Legal

For MTS:  
100 16<sup>th</sup> Street  
San Diego, CA 92101  
Attn: Elliot Hurwitz

For the City of El Cajon:  
200 Civic Center Way  
El Cajon, CA 92020  
Attn: Dennis Davies

- d. That unless it is amended by the Parties in writing, this Agreement shall terminate on June 30, 2015, or on such earlier or later date as the Parties may agree to in writing.
- e. The indemnification provisions of this Agreement shall survive termination of the Agreement.
- f. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. Both Parties hereby waive any right to remove any such action from San Diego County as is otherwise allowed by California Code of Civil Procedure section 394.
- g. All terms, conditions, and provisions hereof shall inure to and shall bind each of the Parties hereto and each of their respective heirs, executors, administrators, successors, and assigns.
- h. For purposes of this Agreement, the relationship of the Parties is that of independent entities and not as agents of each other or as joint venturers or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.
- i. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- j. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third Parties to this Agreement, or affects the legal liability of the Parties to this Agreement to third parties.
- k. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each Party has signed one such counterpart.
- l. This Agreement shall be deemed executed on the date on which the last Party signs this Agreement.




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

SAN DIEGO METROPOLITAN TRANSIT  
SYSTEM

CITY OF EL CAJON

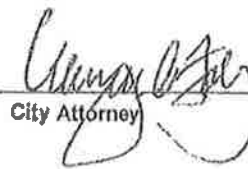
  
Paul Jablonski  
Chief Executive Officer

  
Douglas Williford  
City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
Office of General Counsel

  
City Attorney



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

## Agenda Item No. 18

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 11, 2014

#### SUBJECT:

AGREEMENT FOR THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM - JOINT  
AGENCY TASK FORCE

#### RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to approve the proposed Memorandum of Agreement (MOA) between the City of San Diego, County of San Diego, City of El Cajon, City of La Mesa, City of National City and City of Chula Vista regarding the San Diego Metropolitan Transit System – Joint Agency Task Force (JATF).

#### Budget Impact

MTS was awarded a \$1,000,000 grant from the U.S. Department of Homeland Security's Transit Security Grant Program (TSGP) for Fiscal Year (FY) 2015. The \$1,000,000 grant will be used to fund the JATF.

#### DISCUSSION:

On October 30, 2014, MTS staff provided a semi-annual security report to the Board of Directors. In the report, the Board was informed of MTS's awarded \$1,000,000 grant to fund local law enforcement agencies to conduct enforcement operations within and along the MTS trolley railways and bus stations.

The purpose of the JATF is to create a regional, multi-jurisdictional task force to increase security on MTS railways, bus stations and other MTS property and right of ways through directed patrols by local law enforcement agency stake holders.



MTS, the City of San Diego, County of San Diego, City of El Cajon, City of La Mesa, City of National City and City of Chula Vista will collectively support and carry out this program. The County Sheriff's department (SHERIFF) and the Cities respective police departments (CITIES) are the designated law enforcement agencies for MTS's areas of jurisdiction. The JATF will consist of six law enforcement officers provided by the SHERIFF and CITIES. The term of this agreement shall begin on or around January 1, 2015, and shall continue for a six to nine month period, depending on grant funding levels.

The anticipated outcome of the law enforcement directed patrol activities and anti-terrorism operations is to increase security on MTS trolley railways and bus stations by preventing and reducing criminal activity and arresting those who commit crimes on or about MTS property.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Agreement for the San Diego Metropolitan Transit System Joint Agency Task Force

**AGREEMENT FOR THE  
SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
JOINT AGENCY TASK FORCE**

**PARTIES TO THE AGREEMENT**

This Agreement is between the SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS), the CITY OF SAN DIEGO, COUNTY OF SAN DIEGO (“COUNTY”), CITY OF EL CAJON, CITY OF LA MESA, CITY OF NATIONAL CITY, CITY OF CHULA VISTA, (collectively the “CITIES”), collectively the “PARTIES”, for program support of the SAN DIEGO METROPOLITAN TRANSIT SYSTEM – JOINT AGENCY TASK FORCE (JATF).

**Party Departments Or Agencies Participating In The Agreement**

For MTS, participating Department is the Code Compliance Department.

For the COUNTY, participating agency is the Sheriff’s Department.

For the CITIES, participating agencies are their respective police departments.

The services and obligations of PARTIES and their participating departments are set forth herein.

**RECITALS**

WHEREAS, MTS received funds from the U. S. Department of Homeland Security’s Transit Security Grant Program (TSGP) to defray costs related to increasing the security on the MTS trolley system through directed law enforcement patrols and other joint anti-terrorism operations.

WHEREAS, MTS has requested COUNTY and CITIES assistance in performing directed patrols and will reimburse COUNTY and CITIES the salaries and associated costs for personnel utilized during directed patrol activities and anti-terrorism operations. The project is expected to

begin on or around January 1, 2015 and continue for a six to nine month period, depending on grant funding levels, and

WHEREASCOUNTY through SHERIFF and the CITIES by and through their respective police departments are the designated law enforcement agencies for MTS's areas of jurisdiction; and

WHEREAS, MTS employs public officers pursuant to Penal Code section 836.5 to enforce MTS ordinances and other statutory provisions and also contracts to provide private security guards to patrol the transit system; and

WHEREAS, PARTIES desire to enter into an agreement with provisions concerning the nature and extent of directed patrols collaboration on MTS Trolley railways, right of ways, and bus stations, services rendered, and compensation; and

WHEREAS, MTS was awarded a \$1Million grant by the U. S. Department of Homeland Security's Transit Security Grant Program (TSGP) for FY2015 to perform directed patrol and anti-terrorism operations on overtime and to purchase supplies, equipment, or other resources directly related to directed patrol/enforcement activities, during the project period beginning January 1, 2015 and continuing for a six to nine month period, depending on funding;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARTIES jointly intend that MTS will fund, and PARTIES will provide, a level of directed patrol services and anti-terrorism operations, as set forth in this Agreement.

## **AGREEMENT**

### **I. PURPOSE AND INTENT**

The purpose of this Agreement is to create a regional, multi-jurisdictional task force to increase security on MTS railways, bus stations and other MTS property and right of ways through directed patrols by local law enforcement agency stake holders.

### **II. SCOPE OF SERVICES**

#### **A. Method of Service Delivery**

MTS will be administratively responsible for coordination of PARTIES' obligations under this Agreement.

#### **B. Overview of Basic Services**

The JATF will consist of six law enforcement officers provided by the SHERIFF and CITIES as follows: one police sergeant and two police officers provided by the SAN DIEGO POLICE DEPARTMENT, and two deputies provided by the SHERIFF. The sixth law enforcement officer position will be provided by the other participating CITIES on a monthly rotational basis. In addition, SHERIFF has agreed to provide a relief sergeant to be utilized, as needed, if the SAN DIEGO POLICE Sergeant is unavailable due to vacation or other leave.

PARTIES will provide directed patrol and other law enforcement activities ("Activities") on MTS railways, bus stations and right of ways within San Diego County, defined as the incorporated areas of the CITIES, and the unincorporated area of the County. The Activities will consist of personnel from PARTIES performing law enforcement functions during and after normal MTS operating hours.

### **III. TERM OF AGREEMENT**

#### **A. Initial Term**

The term of this Agreement shall begin January 1, 2015, and shall continue for a six to nine month period, subject to availability of funds and to the termination provision in section III. B. below. Under no circumstances may this Agreement exceed five years.

#### **B. Termination**

Subject to the applicable provisions of state law, any PARTY may terminate its participation in this Agreement upon thirty-day (30) minimum written notice to the other PARTIES.

### **IV. STANDARDS OF SERVICE; OBLIGATIONS OF THE PARTIES**

#### **A. Anticipated Outcome**

The anticipated outcome of the law enforcement directed patrol Activities and anti-terrorism operations to be provided by PARTIES under this Agreement is to increase security on MTS trolley railways and at bus stations by preventing/reducing criminal activity and to arrest those who commit crimes on or about MTS property.

#### **B. Personnel Qualifications and Assignment**

All PARTY personnel who perform directed patrol and other law enforcement Activities as part of the JATF, pursuant to this Agreement, shall meet the minimum qualifications designated for their specific classification.

PARTIES shall provide the JATF with qualified personnel to meet performance standards and scope of service defined herein.

**1. MTS Discretion**

The management, direction, and supervision of MTS JATF personnel; the standards of performance; the discipline of officers and/or non-sworn personnel; and all other matters incident to the performance of such services, shall be performed by and be the responsibility of MTS through MTS Code Compliance in Chief of Police/Director of Security's sole but reasonable judgment and in accord with the provisions of applicable labor agreements. MTS shall be the appointing authority for its respective personnel provided to the JATF by this Agreement. MTS shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in COUNTY or CITIES performance of this Agreement.

**2. Sheriff And County Participating Agency Discretion**

The management, direction, and supervision of SHERIFF JATF personnel; the standards of performance; the discipline of deputies; and, all other matters incident to the performance of such services, shall be performed by and be the responsibility of COUNTY through SHERIFF in SHERIFF'S sole but reasonable judgment and in accord with the provisions of applicable labor agreements. SHERIFF shall be the appointing authority for all SHERIFF personnel provided to the JATF by this Agreement. MTS and CITIES shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in COUNTY'S performance of this Agreement.



**3. CITIES' Discretion**

The management, direction, and supervision of CITIES JATF personnel; the standards of performance; the discipline of officers and/or non-sworn personnel; and all other matters incident to the performance of such services, shall be performed by and be the individual responsibility of each respective CITY in each respective CITY'S sole but reasonable judgment and in accord with the provisions of applicable labor agreements. Each CITY shall be the appointing authority for its respective personnel provided to the JATF by this Agreement. MTS and COUNTY shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in CITIES performance of this Agreement.

**4. Designated Coordinators**

MTS Chief of Police/Director of Security shall select and designate a coordinator who shall manage and direct the JATF. COUNTY and each CITY shall select and designate a coordinator under this Agreement. The designated coordinators for each PARTY shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

**5. Staffing for Basic Services**

PARTIES shall ensure that adequate numbers of their qualified respective personnel are provided to JATF Activities at all times during the term of this

Agreement to meet the Basic Services, Scope of Services, and Standards of Service commitments set forth herein.

**6. Pre-Authorization of Overtime**

Designated coordinators for each CITY shall contact MTS designated coordinator for authorization to work overtime prior to the scheduled MTS Task Force Activity detail. MTS shall not reimburse any overtime worked by COUNTY and CITIES personnel that is not approved in advance.

**7. Equipment and Supplies**

MTS will provide MTS personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform JATF Activities. COUNTY through SHERIFF and CITIES will provide their respective JATF personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform JATF Activities.

**V. COST OF SERVICES/CONSIDERATION**

**A. General**

As full consideration for the satisfactory performance and completion by COUNTY and CITIES of JATF Activities set forth in this Agreement, MTS shall pay to COUNTY and CITIES, for personnel assigned to perform JATF Activities on the basis of invoices and submittals as set forth hereunder. Such payments by MTS are dependent on the continued availability of grant funds from the Department of Homeland Security TSGP Grant.

**B. Personnel Costs/Rate of Compensation**

During the term of this Agreement, MTS shall compensate COUNTY and CITIES the salaries and associated costs for the hours worked by personnel assigned to perform JATF Activities based upon available funding and the actual costs incurred by COUNTY and CITIES to provide Activities under this Agreement.

**C. Method of Payment**

1. COUNTY and CITIES shall scan and email an itemized invoice, timesheets, and any other related supporting documentation that represents amounts due under this Agreement to MTS Chief of Police/Director of Security ([bill.burke@sdmts.com](mailto:bill.burke@sdmts.com)) within 30 days following the end of each month of the contract period during the term of this Agreement.
  - a. Invoice, timesheets, and other related supporting documentation must have the signature of COUNTY and CITIES designated coordinator or his or her designee, certifying that the invoice, timesheets, and related documentation are true and correct.
2. COUNTY and CITIES shall mail original documents in section V.C.1. no later than 5:00 p.m. thirty (30) days following the end of each month of the contract period, during the term of this Agreement to: MTS Transit Enforcement, Chief of Police/Director of Security William Burke, Ref: MTS Task Force, 1255 Imperial Avenue, Suite 1000, San Diego, CA 92101
3. Within thirty (30) days upon receipt of valid invoice, MTS will pay COUNTY and CITIES for the Basic Services agreed to.

4. COUNTY and CITIES shall maintain payroll records for each and every person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, rate of pay, rate of benefit allocation (if any), task, and hours worked by personnel assigned to JATF ACTIVITIES. COUNTY and CITIES shall make available to MTS for inspection, upon request, all payroll records and any other records that relate to the Basic Services provided under this Agreement.

**VI. INDEMNIFICATION RELATED TO WORKERS COMPENSATION, EMPLOYMENT AND CLAIMS AND LIABILITY ISSUES**

**A. Workers Compensation and Employment**

1. MTS shall fully indemnify and hold harmless COUNTY and CITIES, and their respective officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of MTS or any contract labor provider retained by the MTS, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of MTS or any contract labor provider retained by the MTS.

2. COUNTY shall fully indemnify and hold harmless MTS and CITIES, and their respective officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the respective agency or any contract labor provider retained by the law enforcement agency, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the law enforcement agency or any contract labor provider retained by the law enforcement agency.
3. CITIES shall fully indemnify and hold harmless MTS, COUNTY, and each of the other CITIES, and their respective officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the respective agency or any contract labor provider retained by the law enforcement agency, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without

limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the law enforcement agency or any contract labor provider retained by the law enforcement agency.

**B. Indemnification Related To Acts or Omissions; Negligence**

**1. Claims Arising From Sole Acts or Omissions of a PARTY**

Each PARTY to this Agreement hereby agrees to defend and indemnify the other PARTIES to this Agreement, their agents, officers and employees, from any claim, action or proceeding against the other PARTIES, arising solely out of its own acts or omissions in the performance of this Agreement. At each PARTY's sole discretion, each PARTY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this Agreement. PARTIES shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

**2. Claims Arising From Concurrent Acts or Omissions**

The PARTIES hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the PARTIES. In such cases, PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 4 below.

**3. Joint Defense**

Notwithstanding paragraph 2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

**4. Reimbursement and/or Reallocation**

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, PARTIES may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

**VII. GENERAL PROVISIONS**

**A. Independent Contractor Status**

In the performance of services under this Agreement, PARTIES acknowledge and agree that each PARTY and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of the other PARTIES.. All personnel provided by the PARTIES under this Agreement are under the direct and exclusive supervision, daily direction, and control of their respective agencies and each PARTY assumes full responsibility for the actions of s its own personnel in the performance of services hereunder.;.

MTS, COUNTY and CITIES acknowledge and agree that MTS does not control the manner and means of performing the work of COUNTY and CITIES' officers, agents or employees who perform JATF Activities, nor does MTS have the right to hire or fire such officers, agents or employees. CITIES do not control the manner and means of performing the work of MTS or COUNTY officers, or other CITY'S officers, agents or employees who perform JATF Activities, nor do CITIES have the right to hire or fire such officers, agents or employees. COUNTY does not control the manner and means of performing the work of MTS or CITIES' officers, agents or employees who perform JATF Activities, nor does COUNTY have the right to hire or fire such officers, agents or employees.

No PARTY has authority of any kind to bind the other PARTIES, , nor shall any PARTY act or attempt to act, or represent itself directly or by implication as an agent of any other PARTY,, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of and other PARTY.

**B. Notices**

Any notice, request, demand or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows or, to such other place as each party may designate by subsequent written notice to each other:

To MTS:

Chief of Police/Director of Security  
MTS  
1255 Imperial Ave, Suite 1000  
San Diego, CA 92101



To CITIES:

Chief of Police  
San Diego Police Dept.  
1401 Broadway, MS 700  
San Diego, CA 92101

Chief of Police  
El Cajon Police Dept.  
100 Fletcher Parkway  
El Cajon, CA 92020

Chief of Police  
La Mesa Police Dept.  
8181 Allison Avenue  
La Mesa, CA 91941

Chief of Police  
Chula Vista Police Dept.  
315 Fourth Avenue  
Chula Vista, CA 91910

Chief of Police  
National City Police Dept.  
1200 National City Blvd.  
National City, CA 91950

To COUNTY:

Sheriff  
San Diego County Sheriff's Dept.  
P.O. Box 939062  
San Diego, CA 92193

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

**C. Amendment; Assignment**

This Agreement may be modified or amended only by a written document signed by all PARTIES, and no oral understanding or agreement shall be binding on the PARTIES. No PARTY shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other PARTIES.

**D. Entire Agreement**

This Agreement constitutes the complete and exclusive statement of agreement between MTS, the COUNTY and CITIES with respect to the subject matter hereto. As such, all prior written and oral understandings are superseded in total by this Agreement.

**E. Construction**

This Agreement will be deemed to have been made and shall be construed, interpreted, governed and enforced pursuant to and in accordance with the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one party.

**F. Waiver**

A waiver by MTS, COUNTY or CITIES of a breach of any of the covenants to be performed by MTS, COUNTY or CITIES shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. In addition, the failure of any PARTY to insist upon strict compliance with any provision of this Agreement shall not be considered a

waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by MTS, COUNTY or CITIES of either performance or payment shall not be considered a waiver of any other PARTY'S preceding breach of this Agreement.

**G. Authority to Enter Agreement**

MTS, COUNTY and CITIES have all requisite power and authority to conduct their respective business and to execute, deliver, and perform the Agreement. Each PARTY warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective PARTY.

**H. Cooperation**

MTS, COUNTY through SHERIFF and CITIES will cooperate in good faith to implement this Agreement.

**I. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**J. Severability**

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any Court or other legal authority, or is agreed upon by the PARTIES, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to any PARTY is lost, then the Agreement may be terminated at the option of the affected PARTY,

with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

**K. Legislative Changes**

If any changes are made to regulations pursuant to which this Agreement is made or to any successor legislation or regulations, or if the TSGP imposes any budget requirements or limitations applicable to this Agreement and the services to be provided hereunder, then (1) to the extent any of the changes are of mandatory application, such change(s) shall apply to the PARTIES and this Agreement, and this Agreement shall be deemed to be amended to be consistent with such changes(s) except to the extent that such change(s) alter(s) a material provision of this Agreement in which case such material provision shall be voidable and the PARTIES will negotiate in good faith to amend the Agreement as necessary, and (2) to the extent any of the changes are not of mandatory application, such change(s) shall not affect this Agreement or the right or obligations of MTS, COUNTY and SHERIFF, and CITIES, under this Agreement unless the PARTIES mutually agree to subject themselves to such changes(s).

**L. Representation**

CITIES' Chief of Police, or their respective designee, shall represent CITIES in all discussions pertaining to this Agreement. SHERIFF, or his or her designee, shall represent SHERIFF in all discussions pertaining to this Agreement. MTS Chief of Police/Director of Security, or his or her designee, shall represent MTS in all discussions pertaining to this agreement.

**M. Dispute Resolution Concerning Services and Payment**

In the event of any dispute concerning services and payment arising from this Agreement, the MTS Transit Enforcement Chief of Police/Director of Security, the SHERIFF, and CITIES' Chiefs of Police, or their respective designees, will meet and confer within 10 (ten) business days after receiving notice of the dispute to resolve the dispute.

**N. Termination of Funding**

In the event that funding for reimbursement of costs related to JATF Activities is terminated by the TSGP, this Agreement shall be terminated and MTS, COUNTY through SHERIFF and CITIES shall no longer be required to provide JATF Activities as described herein. In such event, the parties shall meet immediately, and if agreed upon by the parties, mutually develop and implement within a reasonable time frame, a transition plan for the provision of JATF Activities through alternate means.

**O. Obligation**

This Agreement shall be binding upon the successors of the PARTIES.  
This Agreement is executed and delivered within the State of California and the rights and obligations of the PARTIES hereto shall be construed and enforced in accordance with, and governed by the laws of the State of California.

IN WITNESS WHEREOF, the PARTIES hereto approve and agree to the terms of this Agreement, such Agreement being effective January 1, 2015, unless otherwise specified.

**SAN DIEGO METROPOLITAN TRANSIT  
SYSTEM**

**COUNTY OF SAN DIEGO  
SHERIFF'S DEPARTMENT**

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Paul Jablonski  
Chief Executive Officer

---

William D. Gore  
Sheriff

**SAN DIEGO POLICE DEPT.**

**CITY OF SAN DIEGO**

---

Shelley Zimmerman  
Chief of Police

---

Kevin L. Faulconer (or designee)  
Mayor

**EL CAJON POLICE DEPT.**

**LA MESA POLICE DEPT.**

---

Jim Redman  
Chief of Police

---

Ed Aceves  
Chief of Police

**CHULA VISTA POLICE DEPT.**

**NATIONAL CITY POLICE DEPT.**

---

David Bejarano  
Chief of Police

---

Manuel Rodriguez  
Chief of Police

Approved as to form and legality:  
**SAN DIEGO COUNTY COUNSEL**

Approved as to form:  
**JAN GOLDSMITH, CITY ATTY.**

---

Linda L. Peter  
Deputy City Attorney



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

## Agenda Item No. 45

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 11, 2014

#### SUBJECT:

PACIFIC IMPERIAL RAILROAD (PIR) DESERT LINE AGREEMENT – STATUS  
UPDATE (KAREN LANDERS)

#### INFORMATIONAL ONLY

##### Budget Impact

None. To date, MTS has received \$1,500,000 in revenue related to this lease agreement. In addition, inspections have been undertaken of the Desert Line infrastructure by engineering firm JL Patterson, Inc. at no cost to MTS.

#### DISCUSSION:

Staff will give a status update on the PIR Desert Line agreement.

A handwritten signature in black ink, appearing to read "Paul C. Jablonski", is written over a horizontal line.

Paul C. Jablonski  
Chief Executive Officer

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





1255 Imperial Avenue, Suite 1000  
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## Agenda Item No. 46

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 11, 2014

#### SUBJECT:

OPERATIONS BUDGET STATUS REPORT FOR OCTOBER 2014 (MIKE THOMPSON)

#### INFORMATIONAL ONLY

##### Budget Impact

None at this time.

#### DISCUSSION:

This report summarizes the year-to-date operating results for October 2014 compared to the fiscal year (FY) 2015 budget for San Diego Metropolitan Transit System (MTS). Attachment A-1 combines the operations', administration's and other activities' results for October 2014. Attachment A-2 details the October 2014 combined operations' results and Attachments A-3 to A-8 present budget comparisons for each MTS operation. Attachment A-9 details budget comparisons for MTS administration, and Attachment A-10 provides October 2014 results for MTS's other activities (Taxicab/San Diego and Arizona Eastern Railway Company).

#### MTS NET-OPERATING SUBSIDY RESULTS

As indicated within Attachment A-1, for the year-to-date period ending October 2014, MTS net-operating income unfavorable variance totaled \$435,000 (-0.9%). Operations produced a \$748,000 (-1.5%) unfavorable variance and the administrative/other activities areas were favorable by \$313,000.

#### MTS COMBINED RESULTS

Revenues. Year-to-date combined revenues through October 2014 were \$37,385,000, compared to the year-to-date budget of \$37,507,000, representing a \$121,000 (-0.3%) unfavorable variance.





Expenses. Year-to-date combined expenses through October 2014 were \$86,079,000, compared to the budget of \$85,766,000, resulting in a \$313,000 (-0.4%) unfavorable variance.

Personnel Costs. Year-to-date personnel-related costs totaled \$40,001,000, compared to a budgetary figure of \$40,505,000, producing a favorable variance of \$505,000 (1.2%).

Outside Services and Purchased Transportation. Total outside services for the first four months of FY 2015 totaled \$29,088,000, compared to a budget of \$29,193,000, resulting in a favorable variance of \$106,000 (0.4%). This is primarily due to a favorable variance of repairs/maintenance costs within operations, partially offset by increased purchased transportation costs for ADA Paratransit services.

Materials and Supplies. Total year-to-date materials and supplies expenses were \$3,389,000, compared to a budgetary figure of \$3,442,000, resulting in a favorable expense variance of \$53,000 (1.5%). This favorable variance is primarily due to revenue vehicle parts costs within operations.

Energy. Total year-to-date energy costs were \$10,948,000, compared to the budget of \$9,849,000 resulting in an unfavorable variance of \$1,100,000 (-11.2%). The unfavorable variance is due to increased electricity rates that were higher than expected.

Risk Management. Total year-to-date expenses for risk management were \$1,403,000, compared to the budget of \$1,479,000, resulting in a favorable variance totaling \$76,000 (5.1%).

General and Administrative. The year-to-date general and administrative costs, including vehicle and facilities leases, were \$1,250,000 through October 2014, compared to a budget of \$1,297,000, resulting in a favorable variance of \$47,000 (3.6%).

#### YEAR-TO-DATE SUMMARY

The October 2014 year-to-date net-operating income totaled an unfavorable variance of \$435,000 (-0.9%). These factors include unfavorable variances in energy costs and operating revenue; partially offset by favorable variances in personnel, outside services, materials, risk management and general and administrative costs.



Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Comparison to Budget

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**MTS**  
**CONSOLIDATED**  
**COMPARISON TO BUDGET - FISCAL YEAR 2015**  
**OCTOBER 31, 2014**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 34,353	\$ 34,465	\$ (112)	-0.3%
Other Revenue	3,032	3,041	(9)	-0.3%
<b>Total Operating Revenue</b>	<b>\$ 37,385</b>	<b>\$ 37,507</b>	<b>\$ (121)</b>	<b>-0.3%</b>
Personnel costs	\$ 40,001	\$ 40,505	\$ 505	1.2%
Outside services	29,088	29,193	106	0.4%
Transit operations funding	-	-	-	-
Materials and supplies	3,389	3,442	53	1.5%
Energy	10,948	9,849	(1,100)	-11.2%
Risk management	1,403	1,479	76	5.1%
General & administrative	830	856	26	3.1%
Vehicle/facility leases	420	441	21	4.8%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	-	-	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 86,079</b>	<b>\$ 85,766</b>	<b>\$ (313)</b>	<b>-0.4%</b>
<b>Operating income (loss)</b>	<b>\$ (48,694)</b>	<b>\$ (48,259)</b>	<b>\$ (435)</b>	<b>-0.9%</b>
<b>Total public support and nonoperating revenues</b>	<b>174</b>	<b>176</b>	<b>(2)</b>	<b>-1.2%</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (48,520)</b>	<b>\$ (48,083)</b>	<b>\$ (437)</b>	<b>0.9%</b>

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**OPERATIONS**  
**CONSOLIDATED OPERATIONS**  
**COMPARISON TO BUDGET - FISCAL YEAR 2015**  
**OCTOBER 31, 2014**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 34,353	\$ 34,465	\$ (112)	-0.3%
Other Revenue	151	236	(85)	-36.0%
<b>Total Operating Revenue</b>	<b>\$ 34,504</b>	<b>\$ 34,702</b>	<b>\$ (197)</b>	<b>-0.6%</b>
Personnel costs	\$ 33,763	\$ 34,031	\$ 267	0.8%
Outside services	24,630	24,611	(19)	-0.1%
Transit operations funding	-	-	-	-
Materials and supplies	3,368	3,432	64	1.9%
Energy	10,668	9,575	(1,093)	-11.4%
Risk management	1,214	1,351	137	10.2%
General & administrative	40	117	78	66.3%
Vehicle/facility leases	329	344	15	4.4%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	9,720	9,720	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 83,732</b>	<b>\$ 83,181</b>	<b>\$ (551)</b>	<b>-0.7%</b>
<b>Operating income (loss)</b>	<b>\$ (49,228)</b>	<b>\$ (48,480)</b>	<b>\$ (748)</b>	<b>-1.5%</b>
<b>Total public support and nonoperating revenues</b>	<b>924</b>	<b>926</b>	<b>(2)</b>	<b>-0.2%</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (48,304)</b>	<b>\$ (47,553)</b>	<b>\$ (750)</b>	<b>1.6%</b>

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**OPERATIONS**  
**TRANSIT SERVICES (SAN DIEGO TRANSIT CORPORATION)**  
**COMPARISON TO BUDGET - FISCAL YEAR 2015**  
**OCTOBER 31, 2014**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 9,124	\$ 9,215	\$ (91)	-1.0%
Other Revenue	0	2	(1)	-73.0%
<b>Total Operating Revenue</b>	<b>\$ 9,124</b>	<b>\$ 9,217</b>	<b>\$ (92)</b>	<b>-1.0%</b>
Personnel costs	\$ 22,757	\$ 22,649	\$ (108)	-0.5%
Outside services	544	597	53	8.9%
Transit operations funding	-	-	-	-
Materials and supplies	1,565	1,664	99	5.9%
Energy	2,273	2,380	107	4.5%
Risk management	549	643	94	14.6%
General & administrative	11	61	50	81.7%
Vehicle/facility leases	110	122	12	9.8%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	3,684	3,684	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 31,494</b>	<b>\$ 31,800</b>	<b>\$ 306</b>	<b>1.0%</b>
<b>Operating income (loss)</b>	<b>\$ (22,369)</b>	<b>\$ (22,583)</b>	<b>\$ 214</b>	<b>0.9%</b>
<b>Total public support and nonoperating revenues</b>	<b>(385)</b>	<b>(383)</b>	<b>(2)</b>	<b>0.5%</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (22,755)</b>	<b>\$ (22,966)</b>	<b>\$ 212</b>	<b>-0.9%</b>

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**OPERATIONS**  
**RAIL OPERATIONS (SAN DIEGO TROLLEY, INCORPORATED)**  
**COMPARISON TO BUDGET - FISCAL YEAR 2015**  
**OCTOBER 31, 2014**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 14,555	\$ 14,393	\$ 162	1.1%
Other Revenue	151	235	(84)	-35.8%
<b>Total Operating Revenue</b>	<b>\$ 14,706</b>	<b>\$ 14,628</b>	<b>\$ 78</b>	<b>0.5%</b>
Personnel costs	\$ 10,573	\$ 10,941	\$ 368	3.4%
Outside services	1,237	1,334	97	7.3%
Transit operations funding	-	-	-	-
Materials and supplies	1,775	1,737	(38)	-2.2%
Energy	4,818	3,937	(881)	-22.4%
Risk management	659	703	43	6.2%
General & administrative	25	46	21	45.4%
Vehicle/facility leases	120	122	2	1.7%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	5,377	5,377	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 24,585</b>	<b>\$ 24,197</b>	<b>\$ (388)</b>	<b>-1.6%</b>
<b>Operating income (loss)</b>	<b>\$ (9,879)</b>	<b>\$ (9,569)</b>	<b>\$ (310)</b>	<b>-3.2%</b>
<b>Total public support and nonoperating revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (9,879)</b>	<b>\$ (9,569)</b>	<b>\$ (310)</b>	<b>3.2%</b>

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**OPERATIONS**  
**MULTIMODAL OPERATIONS (FIXED ROUTE)**  
**COMPARISON TO BUDGET - FISCAL YEAR 2015**  
**OCTOBER 31, 2014**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 8,932	\$ 9,140	\$ (208)	-2.3%
Other Revenue	0	-	0	-
<b>Total Operating Revenue</b>	<b>\$ 8,932</b>	<b>\$ 9,140</b>	<b>\$ (208)</b>	<b>-2.3%</b>
Personnel costs	\$ 154	\$ 114	\$ (40)	-35.1%
Outside services	15,857	15,998	142	0.9%
Transit operations funding	-	-	-	-
Materials and supplies	25	27	2	7.6%
Energy	2,458	2,285	(173)	-7.6%
Risk management	-	-	-	-
General & administrative	2	2	(0)	-19.9%
Vehicle/facility leases	5	6	1	18.6%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	481	481	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 18,982</b>	<b>\$ 18,914</b>	<b>\$ (68)</b>	<b>-0.4%</b>
<b>Operating income (loss)</b>	<b>\$ (10,051)</b>	<b>\$ (9,774)</b>	<b>\$ (276)</b>	<b>-2.8%</b>
<b>Total public support and nonoperating revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (10,051)</b>	<b>\$ (9,774)</b>	<b>\$ (276)</b>	<b>2.8%</b>

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**OPERATIONS**  
**MULTIMODAL OPERATIONS (PARATRANSIT)**  
**COMPARISON TO BUDGET - FISCAL YEAR 2015**  
**OCTOBER 31, 2014**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 808	\$ 753	\$ 55	7.3%
Other Revenue	-	-	-	-
<b>Total Operating Revenue</b>	<b>\$ 808</b>	<b>\$ 753</b>	<b>\$ 55</b>	<b>7.3%</b>
Personnel costs	\$ 31	\$ 43	\$ 12	28.5%
Outside services	4,785	4,458	(327)	-7.3%
Transit operations funding	-	-	-	-
Materials and supplies	-	-	-	-
Energy	930	804	(126)	-15.7%
Risk management	5	5	-	0.0%
General & administrative	0	6	6	99.6%
Vehicle/facility leases	93	93	0	0.0%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	147	147	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 5,991</b>	<b>\$ 5,556</b>	<b>\$ (435)</b>	<b>-7.8%</b>
<b>Operating income (loss)</b>	<b>\$ (5,183)</b>	<b>\$ (4,803)</b>	<b>\$ (380)</b>	<b>-7.9%</b>
<b>Total public support and nonoperating revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (5,183)</b>	<b>\$ (4,803)</b>	<b>\$ (380)</b>	<b>7.9%</b>

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**OPERATIONS**  
**CONSOLIDATED CHULA VISTA TRANSIT OPERATIONS**  
**COMPARISON TO BUDGET - FISCAL YEAR 2015**  
**OCTOBER 31, 2014**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ 935	\$ 965	\$ (30)	-3.1%
Other Revenue	-	-	-	-
<b>Total Operating Revenue</b>	<b>\$ 935</b>	<b>\$ 965</b>	<b>\$ (30)</b>	<b>-3.1%</b>
Personnel costs	\$ 60	\$ 95	\$ 35	37.1%
Outside services	1,990	2,006	16	0.8%
Transit operations funding	-	-	-	-
Materials and supplies	4	4	0	11.7%
Energy	188	170	(19)	-11.0%
Risk management	-	-	-	-
General & administrative	2	4	2	56.3%
Vehicle/facility leases	-	-	-	-
Amortization of net pension asset	-	-	-	-
Administrative Allocation	30	30	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 2,273</b>	<b>\$ 2,308</b>	<b>\$ 35</b>	<b>1.5%</b>
<b>Operating income (loss)</b>	<b>\$ (1,339)</b>	<b>\$ (1,343)</b>	<b>\$ 5</b>	<b>0.3%</b>
<b>Total public support and nonoperating revenues</b>	<b>1,234</b>	<b>1,234</b>	<b>-</b>	<b>0.0%</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (104)</b>	<b>\$ (109)</b>	<b>\$ 5</b>	<b>-4.3%</b>



**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**OPERATIONS**  
**CORONADO FERRY**  
**COMPARISON TO BUDGET - FISCAL YEAR 2015**  
**OCTOBER 31, 2014**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	-	-	-	-
<b>Total Operating Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>
Personnel costs	\$ -	\$ -	\$ -	-
Outside services	63	63	-	0.0%
Transit operations funding	-	-	-	-
Materials and supplies	-	-	-	-
Energy	-	-	-	-
Risk management	-	-	-	-
General & administrative	-	-	-	-
Vehicle/facility leases	-	-	-	-
Amortization of net pension asset	-	-	-	-
Administrative Allocation	-	-	-	-
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 63</b>	<b>\$ 63</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Operating income (loss)</b>	<b>\$ (63)</b>	<b>\$ (63)</b>	<b>\$ -</b>	<b>0.0%</b>
<b>Total public support and nonoperating revenues</b>	<b>75</b>	<b>75</b>	<b>-</b>	<b>0.0%</b>
<b>Income (loss) before capital contributions</b>	<b>\$ 12</b>	<b>\$ 12</b>	<b>\$ -</b>	<b>0.0%</b>

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**ADMINISTRATION**  
**CONSOLIDATED**  
**COMPARISON TO BUDGET - FISCAL YEAR 2015**  
**OCTOBER 31, 2014**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	2,779	2,678	100	3.7%
<b>Total Operating Revenue</b>	<b>\$ 2,779</b>	<b>\$ 2,678</b>	<b>\$ 100</b>	<b>3.7%</b>
Personnel costs	\$ 5,981	\$ 6,229	\$ 248	4.0%
Outside services	4,425	4,546	122	2.7%
Transit operations funding	-	-	-	-
Materials and supplies	20	8	(12)	-160.6%
Energy	276	270	(6)	-2.3%
Risk management	185	123	(62)	-50.3%
General & administrative	754	703	(51)	-7.2%
Vehicle/facility leases	91	97	6	6.3%
Amortization of net pension asset	-	-	-	-
Administrative Allocation	(9,757)	(9,757)	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 1,974</b>	<b>\$ 2,218</b>	<b>\$ 244</b>	<b>11.0%</b>
<b>Operating income (loss)</b>	<b>\$ 805</b>	<b>\$ 460</b>	<b>\$ 345</b>	<b>-75.0%</b>
<b>Total public support and nonoperating revenues</b>	<b>(751)</b>	<b>(751)</b>	<b>(0)</b>	<b>0.0%</b>
<b>Income (loss) before capital contributions</b>	<b>\$ 54</b>	<b>\$ (290)</b>	<b>\$ 345</b>	<b>-118.8%</b>

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**  
**OTHER ACTIVITIES**  
**CONSOLIDATED**  
**COMPARISON TO BUDGET - FISCAL YEAR 2015**  
**OCTOBER 31, 2014**  
**(in \$000's)**

	YEAR TO DATE			
	ACTUAL	BUDGET	VARIANCE	VAR. %
Passenger Revenue	\$ -	\$ -	\$ -	-
Other Revenue	102	127	(25)	-19.4%
<b>Total Operating Revenue</b>	<b>\$ 102</b>	<b>\$ 127</b>	<b>\$ (25)</b>	<b>-19.4%</b>
Personnel costs	\$ 257	\$ 246	\$ (11)	-4.3%
Outside services	32	36	3	8.9%
Transit operations funding	-	-	-	-
Materials and supplies	1	2	2	66.9%
Energy	4	3	(0)	-13.8%
Risk management	5	6	1	10.8%
General & administrative	37	36	(1)	-3.2%
Vehicle/facility leases	-	-	-	-
Amortization of net pension asset	-	-	-	-
Administrative Allocation	37	37	-	0.0%
Depreciation	-	-	-	-
<b>Total Operating Expenses</b>	<b>\$ 373</b>	<b>\$ 366</b>	<b>\$ (7)</b>	<b>-1.9%</b>
<b>Operating income (loss)</b>	<b>\$ (271)</b>	<b>\$ (239)</b>	<b>\$ (31)</b>	<b>-13.1%</b>
<b>Total public support and nonoperating revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Income (loss) before capital contributions</b>	<b>\$ (271)</b>	<b>\$ (239)</b>	<b>\$ (31)</b>	<b>13.1%</b>

# Metropolitan Transit System FY 2015 - October 2014 Financial Review

MTS Board of Directors Meeting  
December 11, 2014



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## COMBINED MTS TRANSIT OPERATORS COMPARISON TO BUDGET - OCTOBER 31, 2014 - FY 2015 (in \$000's)

	ACTUAL	BUDGET	VARIANCE	VAR %
Fare Revenue	\$ 34,353	\$ 34,465	(\$112)	-0.3%
Other Revenue	151	236	(85)	-36.0%
<b>Total Operating Revenue</b>	<b>\$34,504</b>	<b>\$34,702</b>	<b>(\$197)</b>	<b>-0.6%</b>

- Fare Revenue - Increased over the prior year by \$1,022K (3.1%)



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1255 Imperial Avenue, Suite 1000  
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## Agenda Item No. 62

Chief Executive Officer's Report

ADM 121.7

December 11, 2014

In accordance with Board Policy No. 52, Procurement of Goods and Services, attached are listings of contracts, purchase orders, and work orders that have been approved within the CEO's authority (up to and including \$100,000) for the period November 12, 2014 through December 4, 2014.



### EXPENSE CONTRACTS

Doc #	Organization	Subject	Amount	Day
L1120.2-13	SIMMONS MACHINE TOOL CORP	LRV WHEEL TRUING MACHINE PROGRESS PYMNT	\$0.00	11/13/2014
G1544.2-13	XEROX TRANSPORTATION	ADD SPANISH ANNOUNCEMENTS	\$28,195.00	11/17/2014
G1769.0-15	BUSINESS MATTERS	COMPASS CARDS SALES OUTLET	\$3,000.00	11/17/2014
G1679.2-14	SIGNA DIGITAL SOLUTIONS	1 MONTH EXTENSION	\$3,000.00	11/18/2014
G1767.0-15	BRICEHOUSE STATION, LLC	COMPASS CARDS	\$16,500.00	11/18/2014
G1764.0-15	HOLIDAY BOWL	ANNUAL AGMT	\$1,175.00	11/20/2014
G1750.0-15	REDHILL GROUP, INC.	CUSTOMER SATISFACTION SURVEY	\$90,000.00	11/26/2014
G1768.0-15	BIG BEN MARKET	COMPASS CARDS SALES OUTLET	\$3,000.00	11/28/2014

### REVENUE OR \$0.00 CONTRACTS

Doc #	Organization	Subject	Amount	Day
L1230.0-15	AIRX UTILITY SURVEYORS INC	DURABLE ROE PERMIT	(\$3,000.00)	11/12/2014
G1673.0-14	SANDAG	TRANSNET BRT MASTER MOU	\$0.00	11/14/2014
B0570.5-12	NEW FLYER INDUSTRIES, INC.	ASSIGNMENT OF BUSES TO SANTA MONICA	\$0.00	11/17/2014
G1598.1-13	ALBERTSONS	COMPASS CARD FARE MEDIA	\$0.00	11/17/2014
L1232.0-15	LEIGHTON AND ASSOCIATES	ROE PERMIT - GEOTECH DESIGN FIELD INVEST	(\$1,500.00)	11/17/2014
B0536.2-10	SANDAG	JUMA FOR CALTRANS MTS SANDAG FOR MAINTEN	\$0.00	11/18/2014
S200-15-610	SDG&E	EASEMENTS FOR THE BAY BL SUBSTATION CROS	\$0.00	11/18/2014
G0868.9-03	NCTD	RTMS WARRANTY MAINTENANCE COST SHARING	(\$357,852.00)	11/19/2014
L5755.0-13	CITY OF SAN DIEGO	DURABLE ROE - ON CALL WATER SERVICES	\$0.00	11/19/2014
L1231.0-15	SUN SAFE WINDOW FILMS	DURABLE ROE PERMIT - SDHC WINDOW GRAFFIT	(\$1,000.00)	11/20/2014
L5755.0-14	CITY OF SAN DIEGO PUBLIC UTILI	JROE PERMIT - INSPECTION AND MAINTENANCE	\$0.00	11/26/2014

### PURCHASE ORDERS

DATE	Organization	Subject	AMOUNT
11/17/2014	CDWG GOVERNMENT INCORPORATED	RED HAT RHEL5 PREM NODES	\$1,484.00
11/17/2014	LINKEDIN CORPORATION	RECRUITER SEAT AND 5 JOB POSTINGS	\$31,400.00
11/17/2014	ERGOMETRICS & APPLIED PERSONNE	TRANSIT OPS ASSESSMENT ADMIN	\$4,320.00
11/17/2014	DELL COMPUTER CORP	LATITUDE E7440 AND E-PORT PLUS	\$2,324.17

PURCHASE ORDERS				
DATE	Organization	Subject	AMOUNT	
11/17/2014	CDWG GOVERNMENT INCORPORATED	HP LJ ENTER 700	\$1,964.52	
11/17/2014	UC SAN DIEGO GUARDIAN	1/4 PAGE, BLACK & WHITE PRINT ADS	\$4,320.00	
11/17/2014	SAN DIEGO TOURISM AUTHORITY	COLOR ADS	\$25,500.00	
11/17/2014	CORODATA	STORAGE FEE BOX 48 MONTHS	\$20,790.00	
11/18/2014	DIAMOND ENVIRONMENTAL SERVICES	VIP PORTABLE TOILET UNITS	\$9,459.90	
11/18/2014	MYTHICS INC	ORACLE DATABASE ENTERPRISE EDITION	\$17,594.76	
11/20/2014	ALTEC ENVIRONMENTAL PRODUCTS	ALTEC WOOD CHIPPER 49HP DIESEL	\$32,400.00	
11/20/2014	CARMON INTERNATIONAL	REPLACE EXTERIOR STAIR CASE	\$9,983.00	
11/25/2014	UNION TRIBUNE	HELP WANTED ADS - BUS RECRUITMENT	\$12,173.00	
11/28/2014	PHIL'S BBQ	FOOD & SERVICE FOR 2014 HOLIDAY PAR	\$4,012.55	

WORK ORDERS				
Doc #	Organization	Subject	Amount	Day
G0930.17-04.24.01	SANDAG	AMENDMENT FOR SDSU TUNNEL CCTV	\$18,600.00	11/18/2014