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Agenda

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 14, 2017

9:00 a.m.

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

To request an agenda in an alternative format or to request accommodations to facilitate meeting participation, please call the Clerk of the Board at least two working days prior to the meeting. 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 9, 2017

Approve

3. <u>Public Comments</u> - 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









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Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). 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. Fiscal Year 2017-18 California Senate Bill (SB) 1 State of Good Repair (SGR)

Funding

Approve

Action would approve Resolution No. 17-14, in order to: (1) agree to comply with all conditions and requirements set forth in the State Transit Assistance SGR Program Recipient Certifications and Assurances; (2) authorize the Chief Executive Officer (CEO), or designated representative, to execute all required documents of the State of Good Repair Program; and (3) authorize the use of, and application for, \$4,551,892 in fiscal year 2017-18 State of Good Repair funding to be used for the projects identified in Attachment D.

7. Chula Vista Billboard Reserve Funds for Transit-Related Projects
Action would approve the use of \$1.4 million in Chula Vista Billboard Reserve funds
for a transit-related project for the City of Chula Vista.

Approve

8. MTS Cyber Security Assessment

Approve

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2082.0-18 with AT&T for a total of 1,220 hours of Cyber Security Assessment Services.

9. <u>Installation of Fiber Connection from Caltrans Transportation Management Center</u>
(TMC) Building to MTS Kearny Mesa Division (KMD) Building - Job Order Contract
(JOC)

Approve

Action would authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC7500-08, MTS Doc. No. PWL203.0-16 with HMS Construction for the installation of a fiber connection from the Caltrans TMC Building to the KMD Building.

10. Imperial Avenue Division Chassis Wash Lift Replacement - Contract Award
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No.
PWB239.0-18 with Autolift Services for the purchase and install of a chassis wash replacement lift.

Approve

11. Purchase of New Blade Server to Refresh Operations Control Center (OCC) Data Server

Approve

Action would authorize the Chief Executive Officer (CEO) to execute the Purchase Order (PO) for Nth Generation for the provision of eight HPE BL460c Gen10 blade servers.

12. <u>Investment Report - October 2017</u>

Informational

13. <u>Unallocated Transportation Development Act (TDA) Funds for Transit-Related</u>
Projects

Approve

Action would approve the use of \$237,401 in unallocated TDA funds currently held by the County of San Diego for transit-related capital projects for the City of Lemon Grove.

14. Engine and Transmission Overhaul - Contract Award

Approve

Action would: (1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0671.0-17 with Dartco Transmission (Group I), Harbor Diesel & Equipment (Group II), and Cummins Pacific, LLC (Group III) for Engine and Transmission Overhaul Services for three (3) base years (for Group I) with two (2) 1-year options (for Groups II & III); and (2) Authorize the CEO to exercise option years, at his discretion.

15. Agreement with Community Housing Works for an Affordable Housing and Sustainable Communities Grant Program Application

Approve

Action would authorize the Chief Executive Officer (CEO) to sign a transit agreement with Community Housing Works (CHW) for the transfer of funds to MTS for a bus purchase to support additional transit service.

CLOSED SESSION

24. a. CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54957.6

Possible Action

Agency: San Diego Trolley, Inc. (SDTI)

<u>Employee Organization</u>: Public Transit Employees Association (PTEA) (Representing SDTI Train Operators, Electromechanics, Servicepersons and Clerical Staff)

Agency-Designated Representative: Jeff Stumbo

b. CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Pursuant to California Government Code Section 54956.9(d)(2) or (4) (Multiple potential cases: San Diego Sports Entertainment Center, LLC; Vault PK; Virtual Play Zine, LLC; Razalan Wellness, LLC (dba Stay Classy Crossfit); Infinite Investments, LLC (dba Alliance Training Center); Pacific Axe, LLC; The Will To Train; and/or other unknown parties)

Possible Action

c. CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to California Government Code Section 54956.9(d)(1) San Diego Metropolitan Transit System v. Grand Central West LLC and related cross-complaints (San Diego Superior Court Case No. 37-2014-00044014-CU-OR-CTL)

Possible Action

Oral Report of Final Actions Taken in Closed Session

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30. <u>2018 Transit and Intercity Rail Capital Program (TIRCP) Grant Applications (Sharon Cooney)</u>

Approve

Action would authorize the Chief Executive Officer (CEO) to submit applications for TIRCP grants for the Blue Line Rail Corridor Transit Improvement Project and the Zero Emission Bus Pilot Project and Fleet Replacement.

31. Revisions to San Diego Metropolitan Transit System (MTS) Ordinance No. 11,
Providing for the Licensing and Regulation of Transportation Services Within the
City by the Adoption of a Uniform Paratransit Ordinance (Kenneth Nelson &
Samantha Leslie)

Adopt

Action would: (1) Adopt the proposed amendments to MTS Ordinance No. 11, an Ordinance Providing for the Licensing and the Regulating of Transportation Services within the City by the adoption of a Uniform Paratransit Ordinance; (2) Direct publication of a summary of the amendments to MTS Ordinance No. 11; and (3) Upon adoption of the proposed amendments, authorize the Chief Executive Officer the discretion to enforce MTS Ordinance No. 11 in its amended form.

REPORT ITEMS

45. Assembly Bill No. 1069 (Samantha Leslie) Informational 46. Report from Ad Hoc Nominating Committee (Honorable Mary Salas) Informational Semi-Annual Security Report (January 1, 2017 through June 30, 2017) (Manny 47. Informational Guaderrama) Operations Budget Status Report for October 2017 (Mike Thompson) 48. Informational 60. Chairman's Report Informational Chief Executive Officer's Report Informational 61.

- 62. <u>Board Member Communications</u>
- 63. Additional Public Comments Not on the Agenda

 If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments.
- 64. Next Meeting Date: January 18, 2018
- 65. Adjournment

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

1255 Imperial Avenue, Suite 1000 San Diego, CA 92101

DRAFT MINUTES

November 9, 2017

[Clerk's note: Except where noted, public, staff and board member comments are paraphrased].

1. Roll Call

Chairman Mathis called the Board meeting to order at 9:03 a.m. A roll call sheet listing Board member attendance is attached.

2. Approval of Minutes

Mr. Sandke moved to approve the minutes of the October 19, 2017, MTS Board of Directors meeting. Ms. Bragg seconded the motion, and the vote was 12 to 0 in favor with Mr. Alvarez, Mr. Cunningham, and Ms. Zapf absent.

3. Public Comments

Kathleen Prewitt – Ms. Prewitt asked the Board to please reconsider her application for MTS Access bus service. She stated that five of her physicians have written appeals noting that she is not healthy enough to ride regular bus service and should be approved to ride Access service. She commented that she has various health issues that make it dangerous for her to ride regular service. Ms. Prewitt stated that her applications have been denied and asked for them to be reconsidered. A full transcript of Ms. Prewitt's statement is included in the final Board meeting packet.

Martha Welch – Ms. Welch commented that she had issues with payment on her monthly transit pass. She stated that she doesn't like the changes on Route 11. She commented that she does not support MTS's ability to go after a sales tax because the voters did not approve the previous sales tax effort. Ms. Welch commented about the lack of public restrooms and bus benches available. She also commented on the Courthouse construction for the new trolley station.

Mr. Roberts commented on an article that was in the newspaper regarding the construction of the trolley Courthouse Station. He stated that MTS has been meeting with the Courthouse staff and judges regarding the construction. He noted that MTS has coordinated its construction with the Courthouse's own construction so the courts are able to complete their building location move during December. Mr. Roberts stated that the trolley Courthouse station location poses no threat to anyone and is important to MTS's operations. The station will be open at the beginning of next year.

CONSENT ITEMS

6. <u>Fiscal Year 2018 State Transit Assistance Claim</u>

Action would adopt Resolution No. 17-13 approving the fiscal year (FY) 2018 State Transit Assistance (STA) claim.

Board of Directors – DRAFT MINUTES November 9, 2017 Page 2 of 11

- 7. <u>Fare Collection Technical Support Services Contract Amendment</u>
 Action would authorize the Chief Executive Officer (CEO) to extend the contract with CH2M (MTS Doc. No. G1923.0-16) consistent with draft Amendment No. 4.
- Payroll and Human Resources Information System Solution & Implementation Services –
 <u>Contract Award</u>
 Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1935.0-

Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G1935.0-17, with Automatic Data Processing (ADP), for Payroll and Human Resources Information System (HRIS) Solution & Implementation Services.

- 9. Occupational Health Services Contract Award
 Action would: (1) Authorize the Chief Executive Officer (CEO) to execute MTS Doc. No.
 G1944.0-17, with Kaiser Permanente, to provide occupational health services for a three (3)
 year base term with three (3) one year options in the amount of \$599,265.00; (2) Authorize the
 CEO to execute MTS Doc. No. G2069.0-18, with Concentra, to provide occupational health
 services for a three (3) year bae term with three (3) one year options in the amount of
 \$122,542.00; and (3) Authorize the CEO to execute MTS Doc. No. G2070.0-18, with UCSD
 Health, to provide occupational health services for a three (3) year base term with three (3) one
 year options in the amount of \$40,397.00.
- 10. <u>Investment Report September 2017</u>
- 11. Relocation of SDG&E Facilities for the New Orange Line Courthouse Station Change Orders Action would authorize the Chief Executive Officer (CEO) to execute Construction Change Orders 9 to MTS Doc. No. PWL204.0-16, Work Order No. MTSJOC7504-26 with ABC for additional trenching for SDG&E utility relocation.
- 12. Courthouse Station Additional Design Services (HDR/RailPros Work Order)
 Action would ratify the action taken by the Chief Executive Officer (CEO) approving Work Order WOA1947-AE-10 to MTS Doc. No. G1947.0-17 with HDR Engineering, Inc. (HDR) for \$97,209 for Design Services during Construction (DSDC) and authorizing an additional project contingency of \$25,000 for unforeseen conditions.
- 13. Orange Line Grade Crossing Warning Approach and Signal Improvements Engineering Design Services Work Order

 Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA-AE07 to MTS Doc. No. G1953.0-17 with Pacific Railway Enterprises, Inc. (PRE) for the Orange
 Line Grade Crossing Warning Approach and Signal Improvements Engineering design services.
- 14. Interlocking E22 to E24 AC Low Voltage and E26 Upgrade Design Services Work Order Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA1953-AE-08 to MTS Doc. No. G1953.0-17 with Pacific Railway Enterprises, Inc. (PRE) for design services for the Orange Line Interlocking E22 to E24 AC Low Voltage and E26 upgrade design services.
- 15. Purchase of Three (3) Class E Medium Duty Buses for Rural Service Contract Award
 Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0681.0-18
 with Creative Bus Sales, for the purchase of three (3) gasoline powered 32ft Class E mid-size
 rural buses.

Board of Directors – DRAFT MINUTES November 9, 2017 Page 3 of 11

16. <u>Davra Networks, RuBAN Software and Support Infrastructure Solution Five Years - Sole Source Contract Award</u>

Action would authorize the Chief Executive Officer (CEO) to: (1) Execute MTS Doc. No. G2071.0-18 with Davra Networks, for a three (3) year period with two (2) one-year options to provide Software and Supporting Infrastructure for RuBAN system; and (2) Exercise each option year at CEO's discretion.

- 17. SDSU Tunnel Safety Equipment Maintenance Contract Award
 - Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWL226.0-17 with Comfort Mechanical, Inc. to provide maintenance services for San Diego State University (SDSU) Tunnel Safety Equipment.
- 18. San Diego Trolley, Inc. (SDTI) S70 Axle Overhaul Contract Award Sole Source
 Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1416.0-18
 with Siemens Industry, Inc., on a sole source basis, for S70 Light Rail Vehicle Axle Overhaul
 services.

Action on Recommended Consent Items

Ms. Bragg moved to approve Consent Agenda Item Nos. 6 - 18. Mr. Hall seconded the motion, and the vote was 13 to 0 in favor with Mr. Cunningham and Ms. Zapf absent.

CLOSED SESSION

24. Closed Session Items

The Board convened to Closed Session at 9:14 a.m.

a. CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL - EXISTING
 LITIGATION Pursuant to California Government Code Section 54956.9(d)(1) <u>Donald</u>
 <u>Wood v. San Diego Metropolitan Transit System et al.</u> San Diego Superior Court Case
 No. 37-2015-00034512-CU-PO-CTL

The Board reconvened to Open Session at 9:27 a.m.

Oral Report of Final Actions Taken in Closed Session

Karen Landers, General Counsel, reported the following:

a. The Board received a report and gave instructions to counsel.

NOTICED PUBLIC HEARINGS

25. None.

DISCUSSION ITEMS

30. <u>Fiscal Year 2017 Comprehensive Annual Financial Report (Erin Dunn and Larry Marinesi; Ken</u> Pun of The Pun Group)

Larry Marinesi, Chief Financial Officer, introduced Ken Pun with The Pun Group to present the results of the Fiscal Year (FY) 2017 Comprehensive Annual Financial Report (CAFR). Mr. Pun

Board of Directors – DRAFT MINUTES November 9, 2017 Page 4 of 11

continued the presentation and reviewed management's responsibilities, auditors' responsibilities, and the approach to the audit. He provided an overview of the financial statements including the summary statements of net position; summary statements of revenues, expenses and changes in net position; and summary statements of cash flows. Mr. Pun reviewed key pension and other postemployment benefits (OPEB) information including the net pension liability. He noted that the rate of return was recently decreased from 7.5% to 7.0% which contributed to the increase in the net pension liability. Mr. Pun reviewed pension expenses and the OPEB schedule of funding progress. He discussed the audit results and noted that they have an unmodified opinion for the audit. Mr. Pun also reviewed other audit results noting that there were no disagreements with management; no material weaknesses or significant deficiencies in internal controls; and no accounting issues.

Mr. Cunningham asked a series of questions to ensure that compliance standards were met during the audit. Mr. Cunningham asked if during the audit they were given full access to any MTS employee that they needed to talk to for the purposes of preparing the audit. Mr. Pun replied yes. Mr. Cunningham asked if they ever asked for access to an MTS employee that they felt necessary to complete their audit and were denied access to that MTS employee. Mr. Pun replied no. Mr. Cunningham asked if they were given full access to any documents including ledgers and financial statements and financial documents for the purposes of preparing your audit. Mr. Pun replied yes. Mr. Cunningham asked if they ever asked for any documents, ledgers or any financial documents from MTS, staff or executives that were refused to be provided to you. Mr. Pun replied no. Mr. Cunningham asked if they found any financial practices being used by MTS, its staff or executives to be not consistent with best practices of accounting that they were looking for in the audit. Mr. Pun replied no. Mr. Cunningham asked if it's their opinion that this audit and MTS's financial record keeping deserves an unmodified opinion. Mr. Pun replied yes. Mr. Cunningham asked what the alternative is to an unmodified opinion. Mr. Pun replied that if the opinion is not unmodified then it could mean that there is a modified opinion which is a qualification on certain items in the financial stations; or an adverse opinion which means that the information within the financial statements cannot be relied on; and another option would decline to provide an opinion which is a disclaimer. Mr. Pun stated that throughout the audit process they believe that MTS had all of the accounting records in order and they were able to conduct their audit in conformity with government auditing standards. Mr. Cunningham asked how many years their company been conducting finance audits for MTS. Mr. Pun replied that under The Pun Group, they have been conducting audits for MTS since 2012, although their predecessor, Caporicci and Larson, conducted audits for MTS since 2005. Lastly, Mr. Cunningham asked if they have ever found an MTS audit that they did not ultimately conclude that it would be an unmodified opinion. Mr. Pun replied no.

Action Taken

No action taken. Informational item only.

31. Fiscal Year 2017 Final Budget Comparison (Mike Thompson)

Mike Thompson, Director of Financial Planning and Analysis, provided a presentation on the Fiscal Year (FY) 2017 final budget comparison. Mr. Thompson reviewed total operating revenues; total operating expenses; and total non-operating revenue. He noted that Medi-Cal revenues were favorable by \$2.2 million due to updated reimbursement procedures for FY 2016 and FY 2017. He reviewed total revenues less expenses and stated that preliminary revenues less expenses are \$3.5 million. He reviewed the staff recommendation to approve the allocation of FY17 excess revenues less expenses to return \$2.0 million to the contingency reserve balance and carry-over \$1.5 million to the FY19 capital budget.

Mr. Hall asked if MTS pays sales tax on gasoline. Mr. Thompson replied that MTS does pay sales tax on gasoline however we use very little diesel and gasoline so the increase to MTS will be minimal. Mr. Hall asked if the excess revenue could be put towards pension. Mr. Thompson replied that there is a plan in place to be 100% funded on all pension plans. Mr. Marinesi commented that staff will be bringing an item back to the Board in January to discuss the San Diego Transit pension plan and actuarial valuation. He stated that we currently have a plan over the next 20 to 25 years for the unfunded liability to be completely paid off that is a sustainable program going forward.

Mr. Roberts commented that excess money could possibly be used to help fund zero emission bus (ZEB) purchases. Chairman Mathis commented that discussion will be brought back as a separate item to discuss further.

Mr. Alvarez inquired about the expenses for the Silver Line operations and asked if there was a sponsor for the Silver Line. Mr. Thomson replied that there is a SDG&E sponsorship on the Silver Line which is about \$400,000 over five years, although those numbers are not reflected in the table. He noted that none of the funds related to naming rights deals are included in the tables. Mr. Alvarez asked what the other major adjustments were at mid-year. Mr. Thompson replied that the major adjustments were primarily on the revenue side and we also decreased expenses to help offset the revenue losses. Mr. Alvarez inquired about the higher BRT numbers. Mr. Thompson replied that SANDAG pays for the net operating cost of BRT and SuperLoop. He said that if revenue comes in lower, then there is additional cost from SANDAG to pay for that route. Lastly, Mr. Alvarez inquired about the contingency reserve percentage goal. Mr. Thompson replied that the contingency reserve goal was set at 12.5%.

Mr. Jablonski noted that we have already borrowed \$5.0 million from the Capital budget to backfill the Operating budget. He stated that staff has already begun meeting on next year's Capital budget. Mr. Jablonski also commented that there are alternative funding options and miscellaneous grants that can be pursued for the ZEB pilot, but we may have to use some of our own funds too.

Mr. Roberts commented that he is pleased to hear that we will have options for grant funding for the ZEB pilot. Mr. Jablonski noted that these options do not include any SB 1 money, but when we receive that money, it could also be used toward ZEBs.

Ms. Salas inquired about the ZEB pilot. Mr. Jablonski replied that staff will bring back a full pilot plan report at a later Board meeting. He did note that we are planning to have buses at each of our transit facilities. Mr. Jablonski also commented that MTS is currently working on a Transit and Intercity Rail Capital Program (TIRCP) grant application that would be used toward the pilot.

Action Taken

Ms. Gomez moved to receive the MTS operations budget status report for Fiscal Year 2017 and approve staff recommendations to program the excess revenues less expenses. Mr. Hall seconded the motion, and the vote was 15 to 0 in favor.

32. AB 805 Implementation and Process for Electing Chairperson (Karen Landers)

Karen Landers, General Counsel, provided a presentation on AB 805 implementation and the process for electing a Chairperson. She reviewed the changes made by AB 805 including Board membership; Board Chair; MTS voting; weighted voting; skilled labor/project labor agreement

Board of Directors – DRAFT MINUTES November 9, 2017 Page 6 of 11

requirement; and MTS sales tax authority. Ms. Landers reviewed the required Board actions including revising Board policies to be consistent with AB 805 and determining the process to elect a Chairperson. She noted that the Executive Committee recommended establishing an Ad Hoc Nominating Committee to determine that process.

Mr. Arambula inquired about the changes related to Lemon Grove and weighted voting. Ms. Landers replied that the 2016 population data was the reason behind the change in Lemon Grove's weighted vote count and not the passage of AB 805.

Ms. Gomez inquired about the process for appointing the Vice Chair. Ms. Landers replied that traditionally, the Vice Chair and Chair Pro Tem are included along with the slate of committee appointments that the regular Ad Hoc Nominating Committee recommends. Ms. Gomez asked what the process would be to create a new committee related to the sales tax authority. Ms. Landers replied that the Board may create a new committee related to the sales tax authority; however, it would first have to be noticed in the agenda to comply with Brown Act requirements.

Ms. Salas commented that each of the respective cities should encourage their councils to move up their outside appointments to their December council meetings to ensure that the MTS Board will have an updated list of members by the January Board meeting.

Mr. Hall inquired about the new sales tax authority. Ms. Landers replied that the sales tax authority is similar to the tax that SANDAG proposed last year, but it would only be applicable in MTS's jurisdiction and not the entire county. Mr. Jablonski commented that there are nuances to the sales tax authority due to the unincorporated area of our jurisdiction being divided. He stated that the Board of Equalization has established special requirements for us to follow if we were to go out for a sales tax measure.

Ms. Bragg asked if the realignment of the Board will affect the Executive Committee. Ms. Landers replied that the Execute Committee is solely based on MTS Board Policy No. 22 and not based on AB 805.

Mr. Alvarez inquired about the Ad Hoc Nominating Committee. Ms. Landers replied that the traditional Ad Hoc Nominating Committee would recommend appointments for various committees, the Vice Chair and Chair Pro Tem.

Ms. Gomez recommended amending Board Policy No. 22, Sections 22.7.2 and 22.8.5, to take out the requirement that the Executive Committee appoint the SANDAG Transportation Committee Representative and Alternate and instead include that appointment with the regular slate of committee nominations. Mr. Jablonski commented that the rationale as to why the Executive Committee appoints the Transportation Committee member from one of its members is to ensure that the member has a broader understanding of the agency, rather than a member that does not have as much experience. Ms. Gomez stated that she understands that purpose and agrees that the Transportation Committee member should sit on the Executive Committee, but would like the nomination to come from the entire Board rather than just from the Executive Committee. Ms. Landers restated the proposed changes being recommended by Ms. Gomez for clarification.

Mr. Sandke seconded Ms. Gomez's Board Policy No. 22 amendments.

Mr. Cunningham asked why the Executive Committee was initially given the ability to nominate the Transportation Committee member and Alternate member. Mr. Jablonski stated that is was

Board of Directors – DRAFT MINUTES November 9, 2017 Page 7 of 11

likely a matter where the pool of members on the Executive Committee had more tenure and experience with the understandings of the organization to be appointed to that Committee.

Mr. Alvarez inquired about the voting requirements for the slate of committees. Ms. Landers replied that the vote will be a majority vote and not a two-thirds vote.

Ms. Cole inquired about the size of the Ad Hoc Nominating Committee. Ms. Landers replied that the Committee would likely be made up of three to five Board members. She stated that she is asking for appointments for an Ad Hoc Nominating Committee in relation to the Chairperson, but in the next agenda item they are also looking to appoint an Ad Hoc Nominating Committee for the traditional nominations for committees, Vice Chair and Chair Pro Tem. Ms. Landers noted that the Board could appoint one Ad Hoc Nominating Committee for everything including the Chairperson, Vice Chair, Chair Pro Tem and committees.

Mr. McWhirter asked for clarification on the changes Ms. Gomez is recommending. Ms. Landers replied and explained that Board Policy No. 22 currently states that the Ad Hoc Nominating Committee makes recommendations on the slate of outside boards and/or committees except for the SANDAG Transportation Committee, which is appointed by the Executive Committee. The changes today would take out the requirement that the Executive Committee appoint the SANDAG Transportation Committee and that appointment would be included on the regular slate of committee appointments that the Ad Hoc Nominating Committee recommends.

Ms. Sotelo-Solis asked about the Board meeting date for the Chairperson election. Ms. Landers replied that the election of the Chairperson Board meeting date will be up to the Board to decide today and not the decision of the Ad Hoc Nominating Committee.

Action Taken – Board Policy No. 22 Amendments

Ms. Gomez moved to approve the revisions to Board Policy No. 22, "Rules of Procedures for the San Diego Metropolitan Transit System (MTS) Board of Directors", including the stated amendments related to the SANDAG Transportation Committee appointments. Mr. Sandke seconded the motion, and the vote was 15 to 0 in favor.

Action Taken – Board Policy No. 27 Amendments

Ms. Sotelo-Solis moved to approve the revisions to Board Policy No. 27, "Weighted Vote Procedure". Mr. Alvarez seconded the motion, and the vote was 14 to 1 in favor with Mr. Hall voting no.

<u>Action Taken – Board Policy No. 52 Amendments</u>

Mr. Alvarez moved to approve the revisions to Board Policy No. 52, "Procurement of Goods and Services". Mr. Cunningham seconded the motion, and the vote was 13 to 2 in favor with Mr. Hall and Ms. Zapf voting no.

BOARD COMMENTS

Chairman Mathis recommended Board Members Cole, Bragg, Sandke and McWhirter to sit on the Ad Hoc Nominating Committee.

Ms. Zapf commented that she would also recommend Mr. Roberts to sit on the Ad Hoc Nominating Committee.

Mr. Sandke asked if someone sitting on the Ad Hoc Nominating Committee could also be considered as Chairperson. Ms. Landers replied that she would advise that if a member of the Ad Hoc Nominating Committee decided to have their name presented to the Board as a Chairperson nominee that they should file the Form 806 as soon as possible.

- Mr. Alvarez commented that he doesn't believe any person on the Ad Hoc Nominating Committee should be considered to be appointed as Chairperson.
- Mr. Sandke asked for his name to be removed from the Ad Hoc Nominating Committee list.
- Mr. Roberts asked for his name to be removed from the Ad Hoc Nominating Committee list.
- Ms. Sotelo-Solis recommended Ms. Rios to sit on the Ad Hoc Nominating Committee.
- Mr. Arambula recommended himself to sit on the Ad Hoc Nominating Committee.
- Ms. Bragg asked for her name to be removed from the Ad Hoc Nominating Committee list.
- Ms. Salas recommended herself to sit on the Ad Hoc Nominating Committee.
- Ms. Zapf asked if there are minimum qualifications as far as experience goes for appointments to the Chairperson. Ms. Landers replied no.

Ms. Bragg commented that as a member of the Ad Hoc Nominating Committee in the past, the committee does take into consideration experience, time on the Board and willingness to serve.

<u>Action Taken – Appointment of Ad Hoc Nominating Committee</u>

Ms. Sotelo-Solis moved to appoint Board Members Arambula, Cole, McWhirter, Rios and Salas to the Ad Hoc Nominating Committee to recommend a candidate or candidates for a new Chairperson. Mr. Hall seconded the motion, and the vote was 15 to 0 in favor.

Action Taken – Board Meeting Date Proposal for Chairperson Election

Ms. Zapf moved to recommend holding the election for the Chairperson at the January 18th Board meeting. Mr. McWhirter seconded the motion, and the vote was 14 to 0 in favor with Mr. Arambula absent.

33. Appointment of Ad Hoc Nominating Committee for Recommending Appointments to MTS Committees for 2018 (Sharon Cooney)

This report was waived.

Action Taken

Ms. Zapf moved to appoint Board Members Arambula, Cole, McWhirter, Rios and Salas to the Ad Hoc Nominating Committee to make recommendations to the Board with respect to the appointment of members of the Board to serve as Vice-Chair, Chair Pro-Tem and on MTS and non-MTS committees for 2018. Ms. Cole seconded the motion, and the vote was 14 to 0 in favor with Mr. Arambula absent.

Board of Directors – DRAFT MINUTES November 9, 2017 Page 9 of 11

REPORT ITEMS

45. <u>2017 Customer Satisfaction Report (Rob Schupp and Judith McCourt with Redhill Principal)</u>

Rob Schupp, Director of Marketing and Communications, introduced Judith McCourt with Redhill Principal to present the 2017 Customer Satisfaction Report. Ms. McCourt continued the presentation and reviewed the results of the report including the bi-annual trolley and bus rider satisfaction survey; operating and environmental changes; topline customer satisfaction results; overall rider satisfaction; peer transit agency comparisons; overall satisfaction by rider mode; satisfaction attributes by trolley and bus riders; overall satisfaction by zone; and satisfaction by customer information. Ms. McCourt also discussed the 2017 rider profile including length of use; frequency; comparisons; reasons for riding more; reasons for riding less; trip purpose; demographics; reasons for taking transit by income and reasons for taking transit by age. Lastly, she reviewed the top sources of information.

Ms. Sotelo-Solis asked what the other top three languages were besides English and Spanish. Ms. McCourt replied Tagalog, Chinese and Vietnamese. Ms. Sotelo-Solis asked what regions those languages were primarily located. Ms. McCourt replied that she did not have that information readily available, but could provide that information offline.

Ms. Bragg commented that some of the other changes that the Board previously made have helped increase customer satisfaction such as real time arrival signs; English and Spanish on board announcements; increased frequency on the Blue Line; and increased security presence.

Mr. Roberts commented that it looks like there is room for growth in the One Bus Away mobile application. Mr. Schupp commented that the application is new and staff is working on transitioning riders to the application. Mr. Roberts commented the he recently received positive feedback from a rider related to MTS's service.

Mr. Sandke commented that he would also like to see improvements to the One Bus Away application. He also asked what the other various reasons were as to why people are riding less. Ms. McCourt replied that she did not have the entire list on hand, but could follow up with him offline on those specific details.

Ms. Gomez asked if it was possible to pull feedback related to the BRT routes. Ms. McCourt replied that she could look at their pool of information and see if it is a substantial enough number related to BRT to obtain a reasonable result. She did note that they completed a customer satisfaction survey for SANDAG related to BRT about a year and a half ago.

Mr. Alvarez inquired about the national benchmarks for some of the details provided. He asked if it was specifically asked whether driving was a better option than taking transit. Ms. McCourt replied that question is not specifically asked as part of this survey. Mr. Alvarez asked if questions were asked about utilizing bicycles as part of the transit system. Ms. McCourt replied that there was a recent origin to destination survey done earlier in the year that may contain some of this information. This survey was primarily focused on customer satisfaction. Mr. Alvarez inquired about new ridership being down. Ms. McCourt replied that they saw in the survey that riders have been riding the system for longer rather than seeing new riders entering into the system. Mr. Alvarez asked if questions were asked about what attracts new ridership. Ms. McCourt replied that they did not ask that specific question in this survey.

Board of Directors – DRAFT MINUTES November 9, 2017 Page 10 of 11

Action Taken

No action taken. Informational item only.

46. <u>Year End Operations Report (Wayne Terry, Bill Spraul and Denis Desmond)</u>

Denis Desmond, Manager of Planning, provided a presentation on the year end operations report. He stated that Board Policy No. 42 lists 20 different metrics that staff uses to evaluate the system every year and that he would highlight some of those metrics. Mr. Desmond reviewed results for annual total passengers; ridership; passengers per revenue hour; on-time performance; mean distance between failures; preventable accidents per 100,000 miles; complaints per 100,000 passengers; and farebox recovery.

Bill Spraul, Chief Operating Officer – Transit Services, continued the presentation and reviewed results from the MTS bus division. He discussed service quality highlights; safety and security highlights; the opening of the East County Bus Operations and Maintenance Facility; Access Service highlights; fleet technology highlights; installation of new solar shelters; installation of new benches; and the opening of the UTC Transit Center.

Brian Riley, Superintendent of Transportation – Rail, continued the presentation and reviewed results from the MTS rail division. He discussed the master concessionaire services for FY 2017 and event statistics including Comic-Con. He reviewed Capital Improvement Projects including 30th and Commercial; Massachusetts crossing; I-8 off-ramp; C Street and 1st; Park and J Street; Lemon Grove Depot; Orange Line tie and track work; Seaward Ave. traction power substation ivy installation; SDSU jet fan project; train operator lounge improvements; and the Courthouse Station construction. Mr. Riley also discussed the Mid-Coast trolley extension project and vehicle purchase update.

David Bagley, System Safety Manager, continued the presentation and reviewed rail safety results. He reviewed the downtown safety enhancements; peer agency comparisons; CPR AED training; FEMA independent study courses; TSI training; completed safety audits; multi threat response exercises; emergency responder training exercises; and National City Police Department SWAT training. Lastly, he discussed the success of the internal Safety Committee.

Mr. Alvarez asked about the issue related to enough room for bicycles on trolleys and how that is being addressed with the new trolley cars. Mr. Riley responded that the new trolley cars will have linear seating which will create more room for bicycles, wheelchairs and standing capacity.

Action Taken

No action taken. Informational item only.

47. Semi-Annual Security Report (January 1, 2017 through June 30, 2017) (Manny Guaderrama)

This item was deferred to the next Board meeting.

Action Taken

No action taken. Informational item only.

Board of Directors – DRAFT MINUTES
November 9, 2017
Page 11 of 11

48.	Operations Budget Status Report for September 2017 (Mike Thompson)					
	This report was waived.					
	Action Taken					
	No action taken. Informational item only.					
60.	Chairman's Report					
	There was no Chairman's report.					
61.	Chief Executive Officer's Report					
	There was no Chief Executive Officer's report.					
62.	Board Member Communications					
	There were no Board Member communications.					
63.	Additional Public Comments on Items Not on the	<u>Agenda</u>				
	There were no additional public comments.					
64.	Next Meeting Date					
	The next regularly scheduled Board meeting is D	ecember 14, 2017.				
65.	<u>Adjournment</u>					
	Chairman Mathis adjourned the meeting at 12:06	p.m.				
Chairp San D	erson iego Metropolitan Transit System					
Filed b	py:	Approved as to form:				
	of the Board iego Metropolitan Transit System	General Counsel San Diego Metropolitan Transit System				
Attach	ment: Roll Call Sheet					

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

MEETING OF (DATE): November 9, 2017			CALL TO ORDER (TIME): 9:03 a.m.				
RECESS:				RECONVENE:			
CLOSED SESSION: 9:14 a.m.				9:27 a.m.			
PUBLIC HEARING:			RECONVENE:				
ORDINANCES ADOPTED:			ADJOURN: <u>12:06 p.m.</u>				
BOARD MEMBER (Alternate)			PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)			
\boxtimes	(Cate)		9:06 a.m.	12:06 p.m.			
×	(Mendoza)		9:03 a.m.	11:08 a.m.			
\boxtimes	(Spriggs)		9:03 a.m.	12:06 p.m.			
\boxtimes	(Cate)		9:03 a.m.	12:06 p.m.			
\boxtimes	(Mullin)		9:15 a.m.	12:06 p.m.			
\boxtimes	(Cate)		9:03 a.m.	12:06 p.m.			
×	(TBD)		9:03 a.m.	12:06 p.m.			
×			9:03 a.m.	12:06 p.m.			
\boxtimes	(Goble)		9:03 a.m.	12:06 p.m.			
×	(Arapostathis	s) 🗆	9:03 a.m.	12:06 p.m.			
	(Sotelo-Solis	s) 🛮	9:03 a.m.	11:55 a.m.			
×	(Cox)		9:03 a.m.	11:40 a.m.			
\boxtimes	(Diaz)		9:03 a.m.	12:06 p.m.			
\boxtimes	(Donovan)		9:03 a.m.	12:06 p.m.			
×	(Cate)		9:15 a.m.	12:06 p.m.			
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SIGNED BY THE CLERK OF THE BOARD: Julia Tuer

CONFIRMED BY THE GENERAL COUNSEL: LUCUSE



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Agenda Item No. 6

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 14, 2017

SUBJECT:

FISCAL YEAR 2017-18 CALIFORNIA SENATE BILL (SB) 1 STATE OF GOOD REPAIR (SGR) FUNDING

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve Resolution No. 17-14 (Attachment A), in order to:

- agree to comply with all conditions and requirements set forth in the State Transit Assistance SGR Program Recipient Certifications and Assurances (Attachment B);
- 2) authorize the Chief Executive Officer (CEO), or designated representative, to execute all required documents of the SGR Program (Attachment C); and
- 3) authorize the use of, and application for, \$4,551,892 in fiscal year 2017-18 SGR funding to be used for the projects identified in Attachment D.

Budget Impact

The State Controller's Office estimates that MTS will receive \$4,551,892 in fiscal year 2017-18 SGR funding. There are no matching requirements.

DISCUSSION:

The Road Repair and Accountability Act of 2017, SB 1 (Chapter 5, Statues of 2017), signed by the Governor on April 28, 2017, includes a program that will provide additional revenues for transit infrastructure repair and service improvements. This investment in public transit is referred to as the SGR program. This program provides funding of approximately \$105 million annually to the State Transit Assistance (STA) Account.









These funds are to be made available for eligible transit maintenance, rehabilitation, and capital projects.

The SGR Program is funded from a portion of a new Transportation Improvement Fee on vehicle registrations due on or after January 1, 2018. A portion of this fee will be transferred to the State Controller's Office (SCO) for the SGR Program. These funds will be allocated under STA Program formula to eligible agencies pursuant to Public Utilities Code (PUC) section 99312.1. Half of the fee is allocated to population and half according to transit operator revenues.

The SGR funding program requires agencies to agree to comply with all conditions and requirements set forth in the STA SGR Program Recipient Certifications and Assurances. The SGR program also requires that the agencies' governing body authorize the CEO or designated representative to execute all required documents of the SGR program. Resolution 17-14 addresses these requirements.

The SGR program requires that transit operators submit a list of all projects that will be funded with SGR funding by January 31, 2018. The proposed list of projects has been included as Attachment D.

Therefore, staff recommends that the MTS Board of Directors approve Resolution No. 17-14 (Attachment A).

/s/ Paul C. Jablonski

Paul C. Jablonski Chief Executive Officer

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

Attachments: A. Resolution Number 17-14

B. Certifications and Assurances

C. Authorized Agent Form

D. Project List

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Resolution No. 17-4

Authorization for the Executive of the Certifications and Assurances,

Delegation of the Authorized Agent, and for the Submission of the Proposed

List of Projects for the California State of Good Repair Program

WHEREAS, the San Diego Metropolitan Transit System is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects; and

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

WHEREAS, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

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

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

WHEREAS, the San Diego Metropolitan Transit System wishes to authorize the use of, and application for, \$4,551,892 in fiscal year 2017-18 SGR funding to be used for the *Substation DC Feeder Breaker Replacement* and *Orange/Blue Line Tie Replacement* projects.

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

NOW THEREFORE, BE IT FURTHER RESOLVED that the Chief Executive Officer be authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Board of Directors of the San Diego Metropolitan Transit System authorize the use of, and application for, \$4,551,892 in fiscal year 2017-18 SGR funding to be used for the Substation DC Feeder Breaker Replacement and Orange/Blue Line Tie Replacement projects.

PASSED AND ADOPTED, by the Board of Directors this <u>14th</u> day of <u>December</u> 2017, by the following vote:

AYES:

Approved as to form:
Office of the General Counsel San Diego Metropolitan Transit System

State Transit Assistance State of Good Repair Program

Recipient Certifications and Assurances

Recipient: San Diego Metropolitan Transit System

Effective Date: <u>December 14, 2017</u>

In order to receive State of Good Repair Program (SGR) funds from the California Department of Transportation (Department), recipients must agree to following terms and conditions:

A. General

- (1) The recipient agrees to abide by the State of Good Repair Guidelines as may be updated from time to time.
- (2) The potential recipient must submit to the Department a State of Good Repair Program Project List annually, listing all projects proposed to be funded by the SGR program. The project list should include the estimated SGR share assigned to each project along with the total estimated cost of each project..
- (3) The recipient must submit a signed Authorized Agent form designating the representative who can submit documents on behalf of the recipient and a copy of the board resolution authorizing the agent.

B. Project Administration

- (1) The recipient certifies that required environmental documentation will be completed prior to expending SGR funds. The recipient assures that each project approved for SGR funding comply with Public Resources Code § 21100 and § 21150.
- (2) The recipient certifies that SGR funds will be used for transit purposes and SGR funded projects will be completed and remain in operation for the estimated useful lives of the assets or improvements.
- (3) The recipient certifies that it has the legal, financial, and technical capacity to deliver the projects, including the safety and security aspects of each project.

- (4) The recipient certifies that there is no pending litigation, dispute, or negative audit findings related to any SGR project at the time an SGR project is submitted in the annual list.
- (5) Recipient agrees to notify the Department immediately if litigation is filed or disputes arise after submission of the annual project list and to notify the Department of any negative audit findings related to any project using SGR funds.
- (6) The recipient must maintain satisfactory continuing control over the use of project equipment and/or facilities and will adequately maintain project equipment and/or facilities for the estimated useful life of each project.
- (7) Any and all interest the recipient earns on SGR funds must be reported to the Department and may only be used on approved SGR projects or returned to the Department.
- (8) The recipient must notify the Department of any proposed changes to an approved project list by submitting an amended project list.
- (9) Funds will be expended in a timely manner.

C. Reporting

- (1) Per Public Utilities Code § 99312.1 (e) and (f), the recipient must submit the following SGR reports:
 - a. Annual Expenditure Reports within six months of the close of the fiscal year (by December 31st) of each year.
 - b. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of SGR funds. A copy of the audit report must be submitted to the Department within six months of the close of each fiscal year in which SGR funds have been received or expended.

D. Cost Principles

- (1) The recipient agrees to comply with Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) The recipient agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall

San Diego Metropolitan Transit System
Page 3

- comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (3) Any project cost for which the recipient has received payment that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, are subject to repayment by the recipient to the State of California (State). Should the recipient fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the recipient from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

E. Record Retention

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

San Diego Metropolitan Transit System Page 4

- project for audits, examinations, excerpts, and transactions, and the recipient shall furnish copies thereof if requested.
- (3) The recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

- (1) Recipient acknowledges that if a project list is not submitted timely, the recipient forfeits its apportionment for that fiscal year.
- (2) Recipients with delinquent expenditure reports may risk future eligibility for future SGR funding.
- (3) Recipient acknowledges that the Department shall have the right to perform an audit and/or request detailed project information of the recipient's SGR funded projects at the Department's discretion from SGR award through 3 years after the completion and final billing of any SGR funded project.. Recipient agrees to provide any requested project information.

I certify all of these conditions will be met.

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BY:

Paul Jablonski, Chief Executive Officer San Diego Metropolitan Transit System

San Diego Metropolitan Transit System Page 5

ATTACHMENT I

(INSERT Agency Board Resolution approving this document)

Division of Rail and Mass Transportation State Transit Assistance State of Good Repair Program Authorized Agent Form



Authorized Agent

The following individual(s) are hereby authorized to execute for and on behalf of the named Regional Entity/Transit Operator, and to take any actions necessary for the purpose of obtaining State Transit Assistance State of Good Repair funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. This form is valid at the beginning of Fiscal Year 2017-2018 until the end of the State of Good Repair Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

Paul Jablonski, Chief Executive Officer OR (Name and Title of Authorized Agent)	
Sharon Cooney, Chief of Staff OR (Name and Title of Authorized Agent)	
Karen Landers, General Counsel. (Name and Title of Authorized Agent)	
AS THE Chief Executive Officer (Chief Executive Officer / Director / President / Se	ecretary)
OF THE San Diego Metropolitan Transit Sys (Name of County/City Organization)	<u>stem</u>
(Print Name)	(Title)
(Signature)	_
Approved thisday of	, 20

Project Title	Description	Project Start Date	Project End Date	Location	Cost	Useful Life	Benefits
Substation DC Feeder Breaker Replacement	This project is a continuation of an existing project that includes upgrading 9 traction power substations with new DC circuit breakers.	4/1/2018	3/31/2020	San Diego	\$ 3,280,000.00	10	This project will complete the retrofit of nine substations on the Green Line and provide consistent power performance for trolley opertations.
Orange/Blue Line Tie Replacement	This investment includes the replacement of up to 5800 timber crossties; surafacing and placement of top ballast; and destressing of 28,207 feet of track from Massachusetts Ave. to Spring St. on the Orange Line.		6/30/2019	San Diego	\$ 1,271,892.00	25	This project will reduce unnecessary slow orders by providing proper track gage restraint and track surface.



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Agenda Item No. $\frac{7}{}$

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 14, 2017

SUBJECT:

CHULA VISTA BILLBOARD RESERVE FUNDS FOR TRANSIT-RELATED PROJECTS

RECOMMENDATION:

That the Board of Directors approve the use of \$1.4 million in Chula Vista Billboard Reserve funds for a transit-related project for the City of Chula Vista.

Budget Impact

The use of Chula Vista Billboard Reserve funds for transit-related projects would have no impact on MTS's operating or capital budgets. The total available reserve held for the benefit of the City of Chula Vista would be reduced by \$1.4 million, resulting in a remaining balance of \$187,318 held for future transit-related projects pending MTS Board approval.

DISCUSSION:

San Diego Metropolitan Transit System (MTS) maintains a reserve fund known as the Chula Vista Billboard Reserve Fund. Funding for this reserve is generated from lease payments from private parties for the use of billboards located within the San Diego & Arizona Eastern right of way within the City of Chula Vista (City). This funding can be used by the City on projects which benefit mass transit occurring within the City.

On November 21, 2017, MTS received a request from the City (Attachment A) for \$1.4 million of the reserve to fund their Advanced Transportation and Congestion Management Technologies project. The purpose of the project is improving management of a number of high priority traffic corridors at Broadway, H Street, Third Avenue and Main Street. The project will add technologies such as modern









communication systems, advanced controllers and traffic signal priority systems to these corridors to the benefit of all modes of transportation.

The total available in the Chula Vista Billboard Reserve Fund is \$1,587,318 as of the June 30, 2017 year-end audit. This amount will be reduced by \$1.4 million, resulting in a remaining balance of \$187,318 for future City transit-related projects.

/s/ Paul C. Jablonski

Paul C. Jablonski Chief Executive Officer

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

Attachment: A. Request from City of Chula Vista



Department of Engineering & Capital Projects

November 21, 2017 TF-409

Mr. Denis Desmond Manager of Planning San Diego Metropolitan Transit System 1255 Imperial Avenue San Diego, CA 92101

FORMAL REQUEST OF \$1,400,000 DISBURSEMENT FROM THE "CHULA VISTA BILLBOARD RESERVE FUND" HELD IN TRUST BY SAN DIEGO METROPOLITAN TRANSIT SYSTEM

Mr. Desmond,

The City of Chula Vista's Engineering & Capital Projects Department requests a \$1,400,000 disbursement from the "Chula Vista Billboard Reserve Fund" (Fund) held in trust by San Diego Metropolitan Transit System (MTS). This fund will be used to implement CIP Project (TF-409) which will fund the deployment of advanced transportation technologies, with transit –related enhancements, in the City of Chula Vista (City).

On July 25, 2017, by Resolution No. 2017-146 (attached), the City Council of the City of Chula Vista, amended the FY 2017-18 CIP Program Budget and established a new CIP Project TF-409, "Advanced Transportation and Congestion Management Technologies" and appropriated \$1,400,000 in Billboard Reserve Funds to TF-409.

As part of TF-409 CIP Project and through a Multimodal Integrated Corridor Management (ICM) approach, the City will improve ITS management of a number of high priority corridors by installing modern communication system, advanced controllers, transit signal priority (TSP) for TSP ready applications, traffic monitoring, cameras and other traffic signal improvement technologies. This multimodal system will allow traffic engineering staff to make operational and safety decisions for the benefit of the corridor as a whole. Staff has identified the high priority corridors of: Broadway, H Street, Third Avenue and Main Street, all key transit corridors, for the implementation of this project which we expect to complete by the end of 2018.

Please contact me at (619) 476-5368, if you have any questions or if you need additional information. We look forward to hearing from you. Thank you.

EDDIE FLORES P.E.

CITY TRAFFIC ENGINEER

Attachment: Resolution 2017-146

RESOLUTION NO. 2017-146

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA APPROVING THE REQUEST OF A \$1,400,000 DISBURSEMENT FROM THE CHULA VISTA BILLBOARD RESERVE FUND HELD IN TRUST BY SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) TO FUND ADVANCED TRANSPORTATION AND CONGESTION MANAGEMENT TECHNOLOGIES DEPLOYMENTS IN THE CITY OF CHULA VISTA; AMENDING THE FISCAL YEAR 2017/2018 CIP PROGRAM BUDGET AND ESTABLISHING A NEW CIP PROJECT, "ADVANCED TRANSPORTATION AND CONGESTION MANAGEMENT TECHNOLOGIES (TF-409)"; AND APPROPRIATING \$1,400,000 TO THE CAPITAL IMPROVEMENT FUND BASED ON REVENUE ASSOCIATED WITH SAID BILLBOARD FUNDS TO TF-409

WHEREAS, on September 21, 1999, an agreement was entered between the City of Chula Vista and Metropolitan Transit Development Board (MTDB) which is now known as San Diego Metropolitan Transit System (MTS); and

WHEREAS, at that time, MTS developed a "Chula Vista Billboard Reserve Fund" (Fund) which is funded by the lease revenues from billboard owners; and

WHEREAS, MTS has maintained this revenue Fund to be disbursed to the City of Chula Vista; and

WHEREAS, this revenue shall be held in trust by MTS for use by the City of Chula Vista on projects which benefit mass transit occurring within the City right-of-way; and

WHEREAS, staff is requesting \$1,400,000 from the Fund, to fund the deployment of advanced transportation and congestion management technologies in the City of Chula Vista, to improve safety, efficiency, transit system performance, and infrastructure return on investment; and

WHEREAS, through a Multi-modal Integrated Corridor Management (ICM) approach, the City will manage the corridors by installing adaptive signals and transit signal priority (TSP), and other traffic signal improvement technologies as a multi-modal system and make operational and safety decisions for the benefit of the corridor as a whole.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chula Vista that it approves the request of the \$1,400,000 disbursement from the Chula Vista Billboard Reserve Fund held in trust by San Diego Metropolitan Transit System (MTS) to fund advanced transportation and congestion management technologies deployments in the City of Chula Vista.

BE IT FURTHER RESOLVED by the City Council of the City of Chula Vista that it amends the Fiscal Year 2017/2018 CIP Program Budget and establishes a new CIP Project TF-409, "Advanced Transportation and Congestion Management Technologies" and appropriates \$1,400,000 to the CIP category of the CIP Fund with off-setting revenue to TF-409.

Presented by

Approved as to form by

William S. Valle

Director of Engineering and Capital Projects

Glen R. Googins
City Attorney

PASSED, APPROVED, and ADOPTED by the City Council of the City of Chula Vista, California, this 25th day of July 2017 by the following vote:

AYES:

Councilmembers:

Aguilar, Diaz, McCann, and Padilla

NAYS:

Councilmembers:

None

ABSENT:

Councilmembers:

Salas

Mary Salas, Mayor

ATTEST:

Kerry K. Bigelow, MMC, Acting City Clerk

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

CITY OF CHULA VISTA

I, Kerry K. Bigelow, Acting City Clerk of Chula Vista, California, do hereby certify that the foregoing Resolution No. 2017-146 was duly passed, approved, and adopted by the City Council at a regular meeting of the Chula Vista City Council held on the 25th day of July 2017.

Executed this 25th day of July 2017.

Kerry K. Bigelow, MMC, Acting City Clerk

Jun Carellus Salas



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Agenda Item No. 8

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 14, 2017

SUBJECT:

MTS CYBER SECURITY ASSESSMENT

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. G2082.0-18 (in substantially the same format as Attachment A) with AT&T for a total of 1,220 hours of Cyber Security Assessment services.

Budget Impact

The value of this agreement will not exceed \$255,000.00 and will be funded through MTS Capital Improvement Project WBSE 1009103601-599907.

DISCUSSION:

San Diego Metropolitan Transit System (MTS) seeks a review from an independent third party to assess security governance, people, processes, and technologies to identify and ensure that risk and compliance management is continually maintained and improved upon. The assessment will be used by MTS to understand the current security status and where to focus improvement efforts, which are dependent on risks to the organization and organizational requirements. The findings and recommendations from the assessment will be used to guide MTS in designing, planning, and implementing improvements to our security governance and processes.

The assessment will utilize Standards of Good Practice (SOGP) based on International Organization for Standardization (ISO) 27001/2 and National Institute of Standards and Technology (NIST). AT&T will assess MTS network security, focusing on the content of the program, the maturity of its processes, gaps against SOGP and regulatory









requirements, and existing roles and responsibilities. AT&T's holistic approach addresses people, technology, and processes, combines in-depth knowledge and use of SOGP and regulatory requirements, as well as its experience in providing assessments to and understanding information security and risk management practices within similar organizations and the industry.

AT&T Consulting will work with the Chief Information Officer (CIO) and Information Technology (IT) leadership team to review the existing capabilities and leverage the developed materials from the assessment to validate assumptions for the selected Cyber/InfoSec (IS) service disciplines to determine what specific security functions/disciplines can be sequenced and cooperatively grouped together (interdependency analysis).

The objective of the program is to take the key observations and inflight strategies from both the Cyber Security Program Assessment and from MTS's current key priorities and prioritize targeted focus areas that will be sequenced across the (3) year planning horizon. The assessment is estimated as follows:

Task Description	Feature Name / Identifier Part Code	Hourly Rate	Estimated Effort	Labor Charge
Cybersecurity Program Assessment	Sr. Consultant / ATTSC	\$ 225 / Hour	280 Hours	\$63,000.00
Network Architecture Assessment	Sr. Consultant / ATTSC	\$ 225 / Hour	120 Hours	\$27,000.00
Device Configuration Assessment	Sr. Consultant / ATTSC	\$ 225 / Hour	48 Hours	\$10,800.00
VoIP Security Configuration Review	Sr. Consultant / ATTSC	\$ 225 / Hour	40 Hours	\$9,000.00
External Network Penetration Test	Sr. Consultant / ATTSC	\$ 225 / Hour	16 Hours	\$3,600.00
Internal Network Penetration Test	Sr. Consultant / ATTSC	\$ 225 / Hour	80 Hours	\$18,000.00
Application Penetration Test	Sr. Consultant / ATTSC	\$ 225 / Hour	32 Hours	\$7,200.00
Wireless LAN Penetration Test	Sr. Consultant / ATTSC	\$ 225 / Hour	40 Hours	\$9,000.00
Database Security Assessment	Sr. Consultant / ATTSC	\$ 225 / Hour	80 Hours	\$18,000.00
Social Engineering Assessment	Sr. Consultant / ATTSC	\$ 225 / Hour	64 Hours	\$14,400.00
Three Year Implementation Roadmap	Sr. Consultant / ATTSC	\$ 225 / Hour	120 Hours	\$27,000.00
Quality Assurance	Sr. Consultant / ATTSC	\$ 225 / Hour	40 Hours	\$9,000.00
Project Manager-Normal Hours	ATTPM	\$150 / Hour	260 Hours	39,000.00
		Total	1,220 Hours	\$255,000.00

A strategic procurement practice is to obtain better pricing through larger purchases of goods and services; which is obtained through the use of cooperative purchases. This cooperative approach achieves cost-effectiveness and efficiency and takes advantage of volume pricing achieved through competition.

MTS intends to utilize the County of Merced's contract with AT&T for this procurement. The quote for the stated pricing is based on the Fast-Open Contracts Utilization Services (FOCUS) 3 2015156, which is California's only nationwide, local government-to-government purchasing program created to allow cities, counties, schools, special districts and other public entities to acquire technology products and services at competitive rates.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc No. G2082.0-18 (in substantially the same format as Attachment A) with AT&T for a total of 1,220 hours of Cyber Security Assessment services.

/s/ Paul C. Jablonski_

Paul C. Jablonski Chief Executive Officer

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

Attachment: A. Draft MTS Doc. No. G2082.0-18

STAND	ARD SERVICE	S AGREEM	ENT	G2082.0-18
				CONTRACT NUMBER
	DRA			FILE NUMBER(S)
THIS AGREEMENT is entered into thisbetween San Diego Metropolitan Transit Systhereinafter referred to as "Contractor":	day of stem ("MTS"), a	California pul	2017, in the olic agency, a	state of California by and and the following contractor,
Name: AT&T Corp.		Address:	7337 Trade :	Street, Suite 3100
Form of Business: Corporation			San Diego C	;A 92121
(Corporation, partnership, sole proprietor, et	c.)	Telephone:	(254)316-4	230
Authorized person to sign contracts:	Laura Morales			Contract Specialist
	Name			Title
Provide Senior Consultant to provide Cybers Standard Services Agreement (attached as Network Integration Tracking ID: 214095-8.1 MTS Contractors No. 44-C. The contract term is for 1,220 Hours that sha approximately June 11, 2018 (at MTS's sole The total contract cost shall not exceed \$258.	Exhibit A), AT&T (attached as Example 1) all be effective January discretion). Pay	Corp Chang khibit B), and anuary 8, 201 ment terms s	e Order Req MTS Travel 8 and will lash	uest Pricing Schedule, Guidelines Applicable to st for 22 weeks or 0 days from invoice date.
SAN DIEGO METROPOLITAN TRANSIT S'		1	-	TOR AUTHORIZATION
By:Chief Executive Officer		Firm:		
Approved as to form:		Ву:		
Ву:				Signature
Office of General Counsel		Title:		
AMOUNT ENCUMBERED	BUDGI	ET ITEM		FISCAL YEAR
\$ 255,000.00 - Total	10091036	601-599907		2018
By: Chief Financial Officer				Date



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Agenda Item No. 9

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

December 14, 2017

SUBJECT:

INSTALLATION OF FIBER CONNECTION FROM CALTRANS TRANSPORTATION MANAGEMENT CENTER (TMC) BUILDING TO MTS KEARNY MESA DIVISION (KMD) BUILDING - JOB ORDER CONTRACT (JOC)

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Work Order MTSJOC7500-08, MTS Doc. No PWL203.0-16 (in substantially the same format as Attachment A) with HMS Construction for the installation of a fiber connection from the Caltrans TMC Building to the KMD Building.

Budget Impact

The total value of this JOC will not exceed \$142,323.77, inclusive of direct costs of \$140,900.53 and the contractor share of administrative fees totals\$ 1,423.24. Total administrative fees are \$3,785.81 (contractor share \$1,423.24 and MTS share \$2,362.57). The funding for this project is provided in the MTS CIP No. 1007005602 KMD Fiber Optic project.

DISCUSSION:

MTS's network and CCTV communications from the KMD building back to the Operations Control Center (OCC) rely solely on an unreliable laser link connection between the Caltrans TMC and MTS KMD buildings. All of MTS's critical data infrastructures are connected to fiber, except for this laser link connection between the two buildings. When the laser link connection is down, MTS does not have access to troubleshoot the system in the Caltrans TMC building. Thus, with this project, MTS will remove the laser link equipment from the MTS data system and replace it with a direct fiber connection between the buildings, so as to obtain more control over the MTS











equipment at the KMD building. By using HMS through a Job Order Contract JOC, MTS can expedite the removal and replacement of the laser link equipment, so as to improve the reliability of MTS's data system.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Work Order No. MTSJOC7500-08, MTS Doc. No. PWL203.0-16 with HMS Construction, Inc., for the installation of a fiber connection from the Caltrans TMC Building to the KMD Building.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. MTSJOC7500-08, MTS Doc. No. PWL203.0-16

JOB ORDER CONTRACT WORK ORDER

		PWL203.0-16
		CONTRACT NUMBER
		_MTSJOC7500-08
		WORK ORDER NUMBER
THIS AGREEMENT is entered into this California by and between San Diego Metro agency, and the following, hereinafter refer	opolitan Transit System ("I	
Name: HMS Construction, Inc.	Address: <u>288</u>	35 Scott St.
Form of Business: Corporation	V	ista, CA 92081
(Corporation, partnership, sole proprietor, e		
	Telephone: _	760-727-9808
Authorized person to sign contracts:	Michael C. High	President
	Name	Title
Breakdown for the Scope of Work (attach applicable to this Work Order (attached as Pursuant to the SANDAG JOC Contract Speen deducted. MTS will pay both the C Group license fee The total cost for this work order will no \$140,900.53 and a Gordian Group adminis	Exhibit C.) Section 7-1.04A(3), 1% or ontractor and the MTS/Out exceed \$142,323.77 in	f the work order value has wner share of the Gordian
TOTAL PAYMENTS TO CONTRACTOR S	HALL NOT EXCEED \$140	0,900.53
SAN DIEGO METROPOLITAN TRANSIT S	SYSTEM CONTRAC	CTOR AUTHORIZATION
By:Chief Executive Officer	Firm:	
Approved as to form:	By:	ignature
By:Office of General Counsel	Title:	
AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
\$ 140,900.53	1007005602	2018
Ву:		
Chief Financial Officer		Date

(____ total pages, each bearing contract number and work order number)



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Agenda Item No. 10

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 14, 2017

SUBJECT:

IMPERIAL AVENUE DIVISION CHASSIS WASH LIFT REPLACEMENT – CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWB239.0-18 (in substantially the same format as Attachment A) with Autolift Services for the purchase and install of a chassis wash replacement lift.

Budget Impact

The value of this agreement will not exceed \$139,350.00 and is funded under the MTS Capital Project: IAD Chassis Wash Lift Replacement (WBS 3008104601).

DISCUSSION:

There are currently three in-ground platform lifts at IAD that lift the bus fleet to allow for necessary preventative maintenance washing of the chassis. Two of the in-ground lifts have failed and are no longer working properly. The in-ground piston style lifts are an antiquated system and being below ground does not allow for easy maintenance or repair. It is more cost effective to replace them with an above-ground style drive-on lift, which is easy to maintain and could be un-bolted and relocated if needed. This contract is for the install of a drive-on lift at the chassis wash at IAD.

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive process for procurements exceeding \$100,000. On September 28, 2017 staff issued an Invitation for Bids (IFB). Four responsive bids were received by the due date of November 8, 2017.









Pantograph Carbon Strips			
COMPANY NAME BID AMOUNT			
Auto Lift Services	\$139,350.00		
Air & Lube Systems	\$158,451.00		
Telliard Construction	\$203,004.48		
Western Pump	\$183,737.00		
ICE	\$188,426.25		

Based on the bids received, and in comparison with the independent cost estimate, Autolift Services' price of \$139,350 was determined to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. PWB239.0-18 with Autolift Services for the purchase and install of a drive-on lift at the chassis wash at IAD.

/s/ Paul C. Jablonski
Paul C. Jablonski

Chief Executive Officer

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

Attachment: A. Draft MTS Doc. No. PWB239.0-18

SECTION 4.0 SAMPLE OF STANDARD CONSTRUCTION AGREEMENT AND GENERAL CONDITIONS

PWB239.0-18 Contract Number

STANDARD CONSTRUCTION AGREEMENT FOR IMPERIAL AVENUE DIVISION CHASSIS WASH LIFT REPLACEMENT

by and betwe	MENT is entered into this en San Diego Metropolitan Tr einafter referred to as "Contracto	ansit System ("M	2017, in the FS"), a California publ	e State of California lic agency, and the
Name: Autolif	t Services, Inc	Ac	ldress: 10764 Los Vac	queros Circle
Form of Busin (Corporation,	ess: Corp Partnership, Sole Proprietor, etc	Lo	s Alamitos, CA 90720_	
Telephone: 7	14-816-9890	Email Addre	ess: Autoliftservices@s	sbcglobal.net
Authorized pe	rson to sign contracts: Robin W	/oodson Name	CFO	, <u>Secretary</u> Title
	Contract Documents are par ces and materials, as follows:		nt. The Contractor a	grees to furnish
equipment, pl fully perform a	nall furnish all necessary ma ant, services, engineering, test and complete the Project as spe ordance with the Standard Cons	ing and/or any ot cified in the Scope	her act or thing requir e of Work (Exhibit A), B	ed to diligently and lid Proposal (Exhibit
he su sp in	VORK. Contractor, for and in ereinafter provided, shall furn upervision, materials and equippecified to be furnished by MTS strict conformance with the Cork of improvement:	ish all plant, lab ment, other than : , and perform all o	or, technical and pro such materials and eq perations necessary to	ofessional services, uipment as may be o complete the Work
	IMPERIAL AVENUE DIVISION	ON CHASSIS WAS	SH LIFT REPLACEME	ENT
SU	ontractor is an independent courety shall be liable to MTS for a comply with this obligation.			
co al co	TIME. Time is of the essent commenced by the date stated in the Commencement date stated in the grees the Contract Time is adequate.	n MTS's Notice to ontract Document e Notice to Proce	Proceed. The Contra ts within 55 calenda ed. By its signature he	actor shall complete ar days from the reunder, Contractor
C	PRICE. MTS shall pay to the ontract, subject to any additions cluding all applicable taxes	s or deductions as and costs, the	provided in the Contra s sum of	act Documents, andDollars

LIQUIDATED DAMAGES. It is agreed that the Contractor will pay MTS the sum of **\$[500.00]** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees MTS may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents.

COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

Invitation for Bids (IFB)

Information and Instructions for Bidders

Contractor's Bid Forms

Bid Bond

Designation of Subcontractors

Designation of Other Third Party Contractors

Information Required of Bidders

Non-Collusion Declaration Form

Iran Contracting Act Certification

Public Works Contractor Registration Certification

Performance Bond

Payment (Labor and Materials) Bond

General Conditions

Special Provisions (or Special Conditions)

Technical Specifications prepared by ., dated _

Standard Specifications (Excluding sections 1-9 in their entirety)

Addenda

Plans prepared by Matthew J. Britten, dated 09/30/05

Change Orders as executed by MTS

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

This Contract shall supersede any prior agreement of the parties.

PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of the California Labor Code applicable to this Project.

INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at MTS's Administrative Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTO	R AUTHORIZATION
By:Chief Executive Officer		
Approved as to form:	Ву:	Signature
Office of General Counsel	Title:	
AMOUNT ENCUMBERED	BUDGET ITEM	FISCAL YEAR
\$139,350.00	3008104601	2018
By: Chief Financial Officer	Date	
(total pages, each bearing contract number)		SA-CONSTRUCTION (REV X-17



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Agenda Item No. 11

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 14, 2017

SUBJECT:

PURCHASE OF NEW BLADE SERVER TO REFRESH OPERATIONS CONTROL CENTER (OCC) DATA SERVER

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute the Purchase Order (PO) for Nth Generation for the provision of eight HPE BL460c Gen10 blade servers.

Budget Impact

The value of this agreement will not exceed \$139,014.74 (Inclusive of CA 7.75% Sales Tax). The project will be funded through the respective fiscal years' maintenance operating budget account under WBSE# 1007100501-599902.

DISCUSSION:

MTS currently has a virtual server environment that primarily hosts the SAP servers. The physical hardware that the virtual environment is on is nearing year five of its useful life. To keep the servers up-to-date and under support, the servers will need to be refreshed.

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive process for procurements of goods and services exceeding \$100,000.

MTS intends to utilize the State of Minnesota Agreement with the Contractor Hewlett Packard Company under the National Association of State Procurement Officers (NASPO) Value point Cooperative Purchasing Program effective November 1, 2015 for this procurement. The quote for stated pricing is based on Master Agreement No. MNWNC-115/ MNNVP-134 with Participating Addendum Amendment for California









Addendum No. 7-15-70-34-002 which allow public entities to acquire desktops, laptops, tablets, servers, storage and all related peripherals, products and services at competitive rates.

A strategic procurement practice is to obtain better pricing through larger purchases of goods and services; which is obtained through the use of cooperative purchases. This cooperative approach achieves cost-effectiveness and efficiency and takes advantage of volume pricing achieved through competition.

Using (NASPO) Value point Cooperative Purchasing Program Agreement for Desktops, Laptops, Tablets, Servers, Storage and all related peripherals, products and services awarded in April 1, 2015 through a Request for Proposals, and current until March 31, 2018, MTS obtained three (3) quotes for eight HPE BL460c Gen10 blade servers received between September 20, 2017 to September 22, 2017 as follows:

Firm	Cost
Nth Generation	\$139,014.74
Golden Star Technology	\$157,142.64
New Technical Solutions	\$154,694.22

After conducting price reasonableness analyses and reviewing all bids received for responsiveness and responsibility, staff determined that Nth Generation presented the lowest responsive and responsible bid.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Purchase Order for Nth Generation for the provision of eight HPE BL460c Gen10 blade servers.

/s/ Paul C. Jablonski

Paul C. Jablonski Chief Executive Officer

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

Attachments: A. Master Agreement No. MNWNC-115/ MNNVP-134

B. Participating Addendum Amendment for California Addendum No. 7-15-70-34-002

ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among the State of Minnesota, acting through its commissioner of Administration (State), Hewlett Packard Company, ("Original Contract Vendor") 3000 Hanover Street, Palo Alto, CA 94304, HP Inc., ("Assigned Contract Vendor") 1501 Page Mill Road, Palo Alto, CA 94304 and Hewlett Packard Enterprise, ("Assigned Contract Vendor") 3000 Hanover Street, Palo Alto, CA 94304.

WHEREAS, the State has an agreement with the Original Contract Vendor, Master Agreement No. MNWNC-115, ("Master Agreement") effective April 1, 2015 through March 31, 2017 to provide Computer Equipment (Desktops, Laptops, Tablets, Servers and Storage including related peripherals & services); and

WHEREAS, the Original Contract Vendor wishes to separate Hewlett Packard Company into two independent companies and assign all its interests and obligations in the Master Agreement to the Assigned Contract Vendors;

WHEREAS, the assignment provision of the Master Agreement provides assignment of the agreement only upon written consent of the State.

NOW THEREFORE, the parties agree to the following:

1. Effective November 1, Master Agreement No. MNWNC-115 is assigned to two independent companies, the Assigned Contract Vendors The products have been divided as noted below:

Master Agreement No. MNNVP-133

HP Inc.

Master Agreement Administrator: Debra Lee; <u>debra.lee@hp.com</u>, 847-537-0344 or 847-922-2977 HP Inc. will provide Desktops, Laptops and Tablets including related peripherals and services (Bands 1, 2, & 3).

Master Agreement No. MNNVP-134

Hewlett Packard Enterprise

Master Agreement Administrator: Stacy Kearns; Stacey.lvn.kearns@hp.com, 512-319-3018
Hewlett Packard Enterprise will provide Servers and Storage including related peripherals and services.
(Bands 4 & 5).

This Agreement will become effective upon its approval and execution by the parties and approval of the appropriate State officials, pursuant to Minn. Stat. §16C.05, subd. 2.

- 2. The State hereby approves the request of the Original Contract Vendor to assign to the Assigned Contract Vendors all its interests, rights, responsibilities, duties, and other provisions set forth in the Master Agreement, which is attached and incorporated as Exhibit C, provided the Original Contract Vendor and the Assigned Contract Vendors agree to all provisions set forth in this Assignment Agreement. Furthermore the Assigned Contract Vendors agree to the Pricing Schedules attached and incorporated as Exhibit A and B. These Pricing Schedules provide clarity to the established products and discounts assigned to each vendor and fully replace the Original Contract Vendor Master Agreement Pricing Schedule.
- The Original Contract Vendor and the Assigned Contract Vendors jointly and severally represent and warrant to the State that:
 - a. the Original Contract Vendor is not in default of any of its obligations under the Contract; and
 - b. the Original Contract Vendor has assigned to the Assigned Contract Vendors, under separate agreement, sufficient information, rights to technology, and key personnel sufficient to enable the Assigned Contract Vendors to properly perform the duties, responsibilities, obligations, and all other provisions assigned to the Assigned Contract Vendors; in addition, Original Contract Vendor assigns all prepaid funds paid by the Participating Entity under the Master Agreement for services, storage or subscriptions to the applicable Assigned Contract Vendor who has received transfer of such services, storage and subscriptions and
 - c. the Assigned Contract Vendors are ready, willing, and able to perform all of the duties, obligations, and responsibilities of the Master Agreement.
- 4. The Assigned Contract Vendors accept assignment of all the provisions of the Master Agreement.
- Ordering and invoicing for Hewlett Packard Company acting through Hewlett Packard Enterprise may begin on or after 8/1/2015.

Ordering and invoicing for HP Inc. may begin on or after 11/1/2015.

Any and all amounts due to Hewlett Packard Company by the Participating Entity for goods and/or services provided by the Hewlett Packard Company Vendor prior to November 1, 2015, under the Master Agreement will be paid to Hewlett Packard Company by the Participating Entity. Any and all amounts due under the Master Agreement on or after November 1, 2015, will be paid to the Assigned Contract Vendors by the Participating Entity.

- 6. When applicable, payment for remaining work and travel expenses from the Master Agreement will be paid at the rates set in the Master Agreement. The amount to be paid to the Assigned Contract Vendors will not exceed the Contract's total costs, minus the total payments made to the Original Contract Vendor.
- 7. The Assigned Contract Vendors will provide proof of insurance with the coverage and in the amounts called for in the original solicitation document, attached herein. It is understood currently Hewlett Packard Enterprise is a subsidiary of Hewlett Packard Company and therefore insured as required. Once the separation occurs November 1, 2015, insurance certificates will be provided for each new company.
- 8. The Assigned Contract Vendors will supply Affirmative Action Certification if so required by MN.Stat.§ 36A.36, or if applicable certify Assigned Vendor is in federal affirmative action compliance pursuant to MN.Stat.§ 363A.36.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be duly executed intending to be bound thereby.

1. ORIGINAL CONTRACT VENDOR HEWLETT PACKARD COMPANY The Original Contract Vendor certifies that the appropriate person(s) have executed this document on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances. By:	4. ASSIGNED CONTRACT VENDOR HP Inc. The Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances. By:
Title: Senior Counsel	Title: Senior Counsel
Date: June 30, 2015	Date: June 30, 2015
Ву:	By:
Title:	• ,
Date:	Title:
2. MATERIALS MANAGEMENT DIVISION and NASPO ValuePoint (formerly WSCA-NASPO) Master Agreement Administrator] In accordance with Minn. Statt § 16C.03, Subd. 3. By: Title: Acquisition Management Specialist Date: 7/15 3. COMMISSIONER OF ADMINISTRATION	5. ASSIGNED CONTRACT VENDOR HEWLETT PACKARD ENTERPRISE The Assigned Contract Vendor certifies that the appropriate person(s) have executed the Contract on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances. By: Title: Senior Counsel Date: June 30, 2015
Or delegated representative.	Date:
By: June J. James !!	Ву:
Date: 2/7/20/5	Title:
	Date:

EXHIBIT A

The Assigned Contract Vendors accept assignment of all the provisions of the Master Agreement MNWNC-115. The following pricing schedule reflects the products (Desktops-Band 1, Laptops Band 2, & Laptops Band 3) assigned to Hewlett Packard Inc. and replaces Exhibit B of Master Agreement MNWNC-115 held by Hewlett Packard Company.

HP INC.

MNNVP-133

EXHIBIT B - PRICING SCHEDULE

COMPUTER EQUIPMENT: DESKTOPS, LAPTOPS, TABLETS

1. BASELINE PRICING HP INC. LIST PRICE		
2. BAND DISCOUNTS	CATEGORY	MINIMUM
	CODE	DISCOUNT
BAND 1 DESKTOP	1M	16%
BAND 2 LAPTOP	2M	12%
BAND 3 TABLET	3M	20%
Category Exception: Promotions/Smart Buys	PROMO	1%
IMPORTANT: The minimum discount is provided, refer to Contract Ve		
additional discounts and request a quote for bulk/volume discounts. All		
Destination, prepaid and allowed (with freight included in the price). If t		
inside delivery fee must be charged, the Contract Vendor will notify the	customer in adv	/ance.
3. THIRD PARTY PRODUCTS	TPH	10%
Category Exception: Third Party Software	TPS	5%
See HP NASPOValuePoint Website for Approved Third Party Softwar	e & Hardware M	anufacturers

'OvaluePoint Website for Approved Third Party Software & Hardware Manufacturers.

4. SERVICES - Offered at 7-22% - Contact HP for Time and Materials Rates and Custom **Services**

Services are at the option of the Participating State. The Participating Addendum by each State may address service agreement terms. The majority of HP Branded products include up to a 3 year warranty and HP provides options to upgrade to 2, 3, 4 and 5 year warranty through HP Care Packs for some products as available. For product specifications & standard warranty included with system see: http://h71069.www7.hp.com/quickspecs/overview.html#intro

5. LEASING

Participating Addendum may identify if and how leasing agreement terms will be conducted.

- 6. ADDITIONAL DISCOUNTS Request a quote for discounts on bulk/volume purchases.
 - a. Big Deal Pricing: Contact HP sales for additional savings provided through "special fixed pricing" (Big Deal). HP offers Multiple Transaction Volume based on the quantity, specific product or products purchased in a given time period.
 - b. Cumulative and Special Discounts: Based on annual volume, HP will evaluate yearly sales on the Master Agreement and may elect to provide potential increased discount per band or provide specials for select products for the product category or series life cycle.
 - c. Additional Bulk/Volume Discount Options: HP may provide procuring entities with different flexible savings options based on what meets their specific needs and requirements. HP may provide opportunities in the form of additional equipment if allowed by the Participating Entity.
 - d. Contact HP for detailed list of additional discounts provided.

EXHIBIT B

The Assigned Contract Vendors accept assignment of all the provisions of Master Agreement MNWNC-115. The following pricing schedule reflects the products (Servers Band 4, Storage Band 5) assigned to Hewlett Packard Enterprise and replaces Exhibit B of Master Agreement MNWNC-115 held by Hewlett Packard Company.

HEWLETT PACKARD ENTERPRISE

MNNVP-134

EXHIBIT B - PRICING SCHEDULE

COMPUTER EQUIPMENT: SERVERS & STORAGE

BASELINE PRICING HP ENTERPRISE LIST PRICE

	DAOLEIME I MOING TH		MOE EIGI	· · · · · · · · · · · · · · · · · · ·			
2.	BAND DISCOUNTS					CATEGORY CODE	MINIMUM DISCOUNT
	BAND 4 SERVER					4M	14%
	BAND 5 STORAGE					5M	20%
- 7	Category Exception: Pro	motions/Sm	nart Buys		Mark Bridge Gill	PROMO	1%

IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.

3. THIRD PARTY PRODUCTS	TPH	10%
Category Exception: Third Party Software	TPS	5%
Category Exception: Microsoft O/S when purchased with Band 4 items	4M16	0%
Con LID MCCCA MACDO Mahaita for Amazora d Third Dowley Coffeens & Handry	ara Manufaati	1000

See HP WSCA-NASPO Website for Approved Third Party Software & Hardware Manufacturers.

4. SERVICES - Offered at 7-22% - Contact HP for Time and Materials Rates and Custom Services

Services are at the option of the Participating State. The Participating Addendum by each State may address service agreement terms. The majority of HP Branded products include up to a 3 year warranty and HP provides options to upgrade to 2, 3, 4 and 5 year warranty through HP Care Packs for some products as available. For product specifications & standard warranty included with system see: http://h71069.www7.hp.com/quickspecs/overview.html#intro

5. LEASING

Participating Addendum may identify if and how leasing agreement terms will be conducted.

6. ADDITIONAL DISCOUNTS - Request a quote for discounts on bulk/volume purchases.

- a. Big Deal Pricing: Contact HP sales for additional savings provided through "special fixed pricing" (Big Deal). HP offers Multiple Transaction Volume based on the quantity, specific product or products purchased in a given time period.
- b. Cumulative and Special Discounts: Based on annual volume, HP will evaluate yearly sales on the Master Agreement and may elect to provide potential increased discount per band or provide specials for select products for the product category or series life cycle.
- c. Additional Bulk/Volume Discount Options: HP may provide procuring entities with different flexible savings options based on what meets their specific needs and requirements. HP may provide opportunities in the form of additional equipment if allowed by the Participating Entity.
- d. Contact HP for detailed list of additional discounts provided.

EXHIBIT C

MASTER AGREEMENT MNWNC-115



STATE OF MINNESOTA

Materials Management Division 112 Administration Building 50 Sherburne Avenue St. Paul, MN 55155 Voice: 651,296,2600

Fax: 651.297.3996



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

Hewlett Packard Company

COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, and Storage including Related Peripherals & Services)

To:	Hewlett-Packard Co
	0000 Hanning Office

mpany 3000 Hanover Street Palo Alto, CA 94304

Contract Vendor Administrator:

Debra Lee

Email: debra.lee@hp.com Phone: 847.537.0344

CONTRACT NO:

Through

CONTRACT PERIOD:

April 1, 2015, or upon final executed signatures,

whichever is later

MNWNC-115

March 31, 2017

EXTENSION OPTION:

UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be consistent and conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. HEWLETT-PACKARD COMPANY The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as require by applicable articles, bylaws, resolutions, or ordinances. By: Matthew C. Keck Printed Name Pentor Course Add 15	2. MINNESOTA MATERIALS MANAGEMENT DIVISION In accordance with Minn. Stat. § 180,03, subd. 3. By: Authorization Master Agreement Administrator Date: 2/17/15
Date: 0-/10-/13 By: Signature	3. MINNESOTA COMMISSIONER OF ADMINISTRATION Or delegated representative.
Title: Date:	By: Original signed
	FEB 2 6 2015
	By Lucas J. Jannett

CONTRACT NO. MNWNC-115

MASTER AGREEMENT AWARD COMPUTER EQUIPMENT

HEWLETT PACKARD COMPANY



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD TABLE OF CONTENTS

TABLE OF CONTENTS	
SUMMARY	
EXHIBIT A - TERMS & CONDITIONS	
EXHIBIT B - PRICING	
EXHIBIT B - PRICING SCHEDULE	
EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)	
EXHIBIT D - WEBSITE	
EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)	
EXHIBIT F - REPORTING	
EXHIBIT G - DEFINITIONS	



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD SUMMARY

BACKGROUND. The State of Minnesota, Department of Administration, Materials Management Division publicly
posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement
Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team
the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for
Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals &
Services).

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. Bands awarded are identified below:

Band 1: Desktop

Band 3: Tablet

Band 5: Storage

Band 2: Laptop

Band 4: Server

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

- 2. EFFECTIVE DATE. The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017, with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
- 3. PARTICIPATION. All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
- 4. CONFIGURATION DOLLAR LIMITS. The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000

Services Addressed by each State in participating addendum

3 CONTRACT NO. MNWNC-115

MASTER AGREEMENT AWARD COMPUTER EQUIPMENT

HEWLETT PACKARD COMPANY

^{*} Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. RESTRICTIONS. The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

- Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to
 equipment configuration limits.
- 2. Software is an option which must be related to the procurement of equipment.
- 3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
- Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

- 1. Services must be related to the procurement of equipment.
- 2. Service limits will be addressed by each State.
- 3. Wireless phone and internet service is not allowed.
- 4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
- 5. Managed Print Services are not allowed.

c. Third Party Products.

- 1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
- Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

- Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
- 2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
- 3. Cellular Phone Equipment is not allowed.
- EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.
- 6. PARTNER UTILIZATION: Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. ACCEPTANCE OF TERMS AND CONDITIONS. The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. CONFLICT OF TERMS/ORDER OF PRECEDENCE:

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

- 3. ADDENDA TO THE RFP. Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
- 4. AWARD. The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to reissue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

- 5. CLARIFICATION. If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as
 - 5 CONTRACT NO. MNWNC-115

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

- 6. COMPLETION OF RESPONSES. A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
- 7. MASTER AGREEMENT ADMINISTRATOR. The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996

E-mail: susan.kahle@state.mn.us

8. DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR. All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

- a. clearly mark all trade secret materials at the time the information is submitted;
- b. include a statement with regard to the information justifying the trade secret designation for each item; and,
- c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.
- 9. DISPUTE RESOLUTION PROCEDURES. Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.
- ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN. Responders must download a Word/Excel document.
- 11. ENTIRE AGREEMENT. A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.
 - 6 CONTRACT NO. MNWNC-115

- 12. IRREVOCABLE OFFER. In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.
- 13. MATERIAL DEVIATION. A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
- b. gives the Lead State something significantly different from that which the Lead State requested.
- 14. NONRESPONSIVE RESPONSES. Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.
- 15. NOTICES. If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

STATE OF MINNESOTA:

MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR 112 Administration Bldg. 50 Sherburne Avenue St. Paul, MN 55155 651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

ADMINISTRATIVE FEES. The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one
percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days
following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is
based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative
Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

- 2. AGREEMENT ORDER OF PRECEDENCE. The Master Agreement shall consist of the following documents:
 - a. A Participating Entity's Participating Addendum ("PA");
 - b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
 - c. The Solicitation including all addendums; and
 - d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

- AMENDMENTS. The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.
- 4. ASSIGNMENT OF ANTITRUST RIGHTS. NEGOTIATED. Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action to the extent the assignment is necessary for the Participating Entity to overcome Federal or State's bar on indirect purchases.
- ASSIGNMENT/SUBCONTRACT. NEGOTIATED Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.

Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity.

- 6. CANCELLATION. Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.
 - B CONTRACT NO. MNWNC-115 MASTER AGREEMENT AWARD COMPUTER EQUIPMENT

HEWLETT PACKARD COMPANY

7. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF. NEGOTIATED

7.1 Confidentiality. Contract Vendor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contract Vendor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contract Vendor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contract Vendor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contract Vendor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractor of Contract Vendor who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. Contract Vendor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contract Vendor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contract Vendor shall advise Participating Entity immediately if Contract Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contract Vendor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contract Vendor against any such person. Except as directed by Participating Entity, Contract Vendor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contract Vendor shall turn over to Participating Entity all documents, papers, and other matter in Contract Vendor's possession that embody Confidential Information. Notwithstanding the foregoing, Contract Vendor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. Contract Vendor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

7.4. Contractor Information. Contractor information exchanged under this Agreement will be treated as confidential if identified and labeled as such at disclosure and if the circumstances of disclosure would reasonably indicate such treatment to the extent is is protected from disclosure under governing law. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents (including WSCA-NASPO Cooperative Purchasing Organization LLC) or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency. Contractor acknowledges that pricing, reported usage, and other provisions of this Agreement that describe the products and services available under the master agreement may be made publicly available by WSCA-NASPO to promote use of the Agreement and shall not be considered Confidential information.

7.5. Personal Information. Each party shall comply with their respective obligations under applicable data protection legislation. Contractor does not intend to have access to personally identifiable information ("PII") of Participating Entity in providing services. To the extent Contractor has access to Participating Entity PII stored on a system or device of Participating Entity, such access will likely be incidental and Participating Entity will remain the data controller of Participating Entity PII at all times. Contractor will use any PII to which it has access strictly for purposes of delivering the services ordered.

- <u>7.6 Participating Entity</u> is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.
- 8. <u>DEBARMENT</u>. The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

- 9. **DEFAULTS & REMEDIES.** NEGOTIATED.
 - a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

i. Nonperformance of contractual requirements; or

ii. A material breach of any term or condition of this Master Agreement; or

- iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
- iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

v. Any default specified in another section of this Master Agreement.

- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
 - i. Exercise any remedy provided by law; and
 - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
 - iii. Impose liquidated damages as provided in this Master Agreement; and
 - iv. Suspend Contract Vendor from receiving future bid solicitations; and
 - v. Suspend Contract Vendor's performance, and
 - vi. Withhold payment until the default is remedied.
- d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
- e. Contractor may discontinue performance with any Purchasing Entity if Purchasing Entity fails to pay any undisputed sum due, or with any Participating Entity if after thirty (30) days written notice Participating Entity has not cured any other material failure to perform under this Agreement.
- 10. <u>DELIVERY.</u> Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.
- 11. FORCE MAJEURE. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.
 - 10 CONTRACT NO. MNWNC-115 MASTER A

- 12. GOVERNING LAW. This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- 13. INDEMNIFICATION. DELETED SEE SECTION 2C17
- 14. INDEMNIFICATION INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17
- 15. <u>INDEPENDENT CONTRACT VENDOR</u>. The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.
- 16. INDIVIDUAL CUSTOMER. Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.
- 17. INSURANCE. NEGOTIATED. Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, for each of the following categories:

- a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal
 injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million
 general aggregate;
- Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

The Contract Vendor is responsible for payment of Contact related premiums on all insurance policies, and deductibles.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) includes the Participating Entity as an additional insured, which endorsement may be met through the use of what is referred to as a "blanket" additional insured endorsement, and (ii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished, upon request. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

- 18. <u>LAWS AND REGULATIONS</u>. NEGOTIATED. Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.
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If software is licensed to Participating Entity for use in the performance of a US Government prime contract or subcontract, Participating Entity agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under publisher's standard commercial license.

Products and services provided under these terms are for Participating Entity's internal use and not for further commercialization. Participating Entity is responsible for complying with applicable laws and regulations, including but not limited to, obtaining any required export or import authorizations if Purchasing Entity exports, imports or otherwise transfers products and/or deliverables provided under this Agreement.

- 19. <u>LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY.</u> DELETED SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.
- 20. NO WAIVER OF SOVEREIGN IMMUNITY. The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. <u>ORDER NUMBERS</u>. NEGOTIATED Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

"Order" means the accepted order including any supporting materials which the parties identify as incorporated either by attachment or reference ("Supporting Materials"). Supporting Materials may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Participating Entity in hard copy or by accessing a designated Contractor website.

- 22. PARTICIPANTS. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.
- 23. <u>PARTICIPATION OF ENTITIES</u>. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 24. PAYMENT. NEGOTIATED. Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. Prices include the fee as specified in section 1.

- 25. <u>PUBLIC INFORMATION</u>. The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.
- 26. <u>RECORDS ADMINISTRATION AND AUDIT</u>. NEGOTIATED. The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity,

2 CONTRACT NO. MNWNC-115 MASTER AGREEMENT AWARD COMPUTER EQUIPMENT

HEWLETT PACKARD COMPANY

a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

Contractor will be advised with reasonable prior written notice of each audit. The parties will work together in good faith to establish an audit process that does not interfere with Contractor's ability to perform its obligations under this. Agreement or any other agreement, or compromise any reasonable security processes or procedures. Contractor will provide the auditor with information reasonably required to effect the audit, provided however that Contractor reserves the right to impose limitation or require additional assurances from Customer and its auditor as may be necessary to protect the Confidential Information of Contractor to the extent such limitations and assurances are not in conflict with Participating Entity's governing laws. In no event will Contractor be required to provide Customer or its auditor with access to Contractor's internal costs and resource utilization data, or data related to employees or other customers of Contractor to the extent it's not in conflict with Participating Entity's governing law.

- 27. <u>REPORTS SUMMARY AND DETAILED USAGE</u>. In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.
 - Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
 - b. Detailed Sales Data. Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.

- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.
- d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. ACCEPTANCE AND ACCEPTANCE TESTING. NEGOTIATED.

- a. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the
- 13 CONTRACT NO. MNWNC-115 MASTER AGREEMENT AWARD COMPUTER EQUIPMENT HEWLETT PACKARD COMPANY

Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

- b. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.
- c. Installation. If Contractor is providing installation with the product purchase, Contractor's site guidelines (available upon request) will describe the facilities Participating Entity is required to provide. Contractor will conduct its standard installation and test procedures to confirm completion.
- 29. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. TITLE OF PRODUCT. NEGOTIATED

OWNERSHIP

- a. Intellectual Property Rights. No transfer of ownership of any intellectual property will occur under this Agreement. Purchasing Entity grants Contractor a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Contractor and its designees to perform the ordered services. If deliverables are created by Contractor specifically for Purchasing Entity and identified as such in Supporting Material, Contractor hereby grants Purchasing Entity a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
- Title. Title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law,
 HP retains a security interest in products sold until full payment is received.
- 31. WAIVER OF BREACH. Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.
- 32. WARRANTY. NEGOTIATED. The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following:: (a) the Product performs according to the Specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, and, (c) the Product is designed and manufactured in a commercially reasonable manner. Products and services are provided with the standard manufacturer's published warranty, support, and software licensing terms ("Specifications"). Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any service concerns.

For third party products sold by the Contract Vendor that are not Contractor-branded, the Contract Vendor sells the third party products with the manufacturer or publisher's standard warranty, license, and maintenance "AS IS". The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

This Agreement states all remedies for warranty claims. To the extent permitted by law, Contractor disclaims all other warranties.

4 CONTRACT NO. MNWNC-115 MASTER AGREEMENT AWARD COMPUTER EQUIPMENT

HEWLETT PACKARD COMPANY

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

- ACCEPTANCE OF PROPOSAL CONTENT. The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
- ACCESSIBILITY STANDARDS. The State of Minnesota has developed IT Accessibility Standards effective
 September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and
 Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. <u>The completed VPAT form will be scored based on its compliance with the Accessibility Standards.</u> The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT http://mn.gov/oet/policies-and-standards/accessibility/#.

- 3. ADMINISTRATIVE PERSONNEL CHANGES. The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
- 4. AMENDMENT(S). Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
- 5. AMERICANS WITH DISABILITIES ACT (ADA). DELETED.
- 6. AWARD OF RELATED CONTRACTS. In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
- 7. AWARD OF SUCCESSOR CONTRACTS. In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
- 8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.
 - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.

Instructions for certification:

- 1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- 3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.
 - The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals
 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from
 participation in this transaction by any Federal department or agency.
 - 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 9. CHANGE REQUESTS. NEGOTIATED. The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already

16 CONTRACT NO. MNWNC-115 MASTER AGREEMENT AWARD COMPUTER EQUIPMENT

HEWLETT.PACKARD COMPANY

established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

Requests to change the scope of services or deliverables, on a per-Order basis, will require a change order signed by the Purchasing Entity and Contractor.

- 10. CONFLICT MINERALS. Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: http://www.sec.gov/rules/final/2012/34-67716.pdf.
- 11. COPYRIGHTED MATERIAL WAIVER. The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
- 12. EFFECTIVE DATE. Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
- 13. FOREIGN OUTSOURCING OF WORK. Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
- 14: GOVERNMENT DATA PRACTICES. The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

- 15. HAZARDOUS SUBSTANCES. To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
- 16. HUMAN RIGHTS/AFFIRMATIVE ACTION. The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

18

- e. Consequences, The consequences of a Contract Vendor's failure to implement its affirmative action plan or make
 a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance
 by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of
 the Contract by the commissioner or the State.
- f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.
- 17. INDEMNIFICATION. NEGOTIATED. The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all third party claims or causes of action, including all legal fees incurred by the Lead State and the Participating Entity arising from the negligence or willful misconduct in performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

18. INTELLECTUAL PROPERTY INDEMNIFICATION. The Contract Vendor warrants that any Contractor-branded materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the Participating Entity, the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend or settle, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense.

The Contractor has no obligation for any claim of infringement arising from:

- a. The Contractor's compliance with the Purchasing Entity's or by a third party on the Purchasing Entity's behalf designs, specifications, or instructions;
- b. The Contractor's use of technical information or technology provided by the Purchasing Entity;
- c. Product modifications by the Purchasing Entity or a third party;
- d. Product use prohibited by Specifications or related application notes; or
- e. Product use with Products that are not the Contractor-branded.
- 19. LIMITATION OF LIABILITY. Contractor will be responsible for damages that Purchasing Entity may incur as a result of purchasing products and services from HP, up to \$10,000,000 (ten million dollars).

Except for unauthorized use of Purchasing Entity's or Contractor's intellectual property, neither Purchasing Entity nor Contractor will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. Contractor does not limits its liability for death or bodily injury caused by its negligence, acts of fraud, willful repudiation of the agreement, nor any liability which may not be excluded or limited by applicable law.

20. JURISDICTION AND VENUE. This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

- 21. LAWS AND REGULATIONS. Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.
- 22. NONVISUAL ACCESS STANDARDS. Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards:
 - a. That the effective interactive control and use of the technology, including the operating system applications
 programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
 - That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
 - That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
 - d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

- 23. NOTICE TO RESPONDERS. Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.
- 24. ORGANIZATIONAL CONFLICTS OF INTEREST. The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
 - a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
 - the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
 - the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

- 25. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY. NEGOTIATED. NOT APPLICABLE TO CONTRACT VENDOR.
- 26. PERFORMANCE WHILE DISPUTE IS PENDING. Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.
- 27. PREFERENCE.

Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

CONTRACT NO. MNWNC-115

MASTER AGREEMENT AWARD COMPUTER EQUIPMENT

HEWLETT PACKARD COMPANY

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.usunder "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by**:

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements

- Tesponse to the solicitation. Only engine veteral-owned small positiosses that most the statutory reference.
 Tesponse to the solicitation. Only engine veteral-owned small positiosses that most the statutory reference.
- 28. PUBLIC INFORMATION. Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.
- 29. PUBLICITY. Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.
- 30. PURCHASE ORDERS. The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract
- 31. RIGHTS RESERVED. Notwithstanding anything to the contrary, the State reserves the right to:
 - a. reject any and all responses received;
 - b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
 - c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
 - d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
 - e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and

- f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.
- 32. RISK OF LOSS OR DAMAGE. The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
- 33. SEVERABILITY. If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
- 34. STATE AUDITS (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.
- 35. SURVIVABILITY. NEGOTIATED. The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees. Software licenses, warranty, and service agreement that were entered into under the terms and conditions of the Agreement shall survive the expiration or termination of this Agreement.
- 36. TRADE SECRET/CONFIDENTIAL INFORMATION. Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13,37





MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT B - PRICING

- 1. BAND(S) AWARDED: Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.
- 2. PRICE STRUCTURE. The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
- PRICE GUARANTEE. These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
- 4. BASELINE PRICE LIST. The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.
- 5. PRODUCT AND SERVICE SCHEDULE (PSS). The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales. The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.
- 6. CHANGES TO THE PSS. Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
- 7. BULK/VOLUME PRICING. Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
- 8. PROMOTIONAL OFFERS. Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
- 9. PREMIUM SAVINGS PACKAGE PROGRAM. Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: http://www.wnpsp.com/index.html. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
- **10. TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
- 11. SERVICES. Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

- 12. LEASING. The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
- 13. FREIGHT. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
- 14. DELIVERY. Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.





MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT B - PRICING SCHEDULE

1. B	ASELINE PRICING HP LIST PRICE	LINK:			
2 5	ND DECOUNTS	,	CAT	EGORY	0.615318.0118.0
Z. B/	AND DISCOUNTS				MINIMUM DISCOUNT
p.	AND 1 DESKTOP			1M	16%
	AND 2 LAPTOP			2M	12%
	AND 3 TABLET			3M	20%
	AND 4 SERVER			4M	14%
	AND 5 STORAGE			5M	20%
	ategory Exception: Promotions/Smart Buys			PROMO	1%
	PORTANT: The minimum discount is provided, ref	er to Contract Vendor's			
	quest a quote for bulk/volume discounts. All prices s				
	the price). If there is a special case where inside de				
	stomer in advance.		, , - · · · · · · · · · · · · · · · · · ·		, , -
	HIRD PARTY PRODUCTS		RAY OF LESS	TPH	10%
Ca	ategory Exception: Third Party Software			TPS	5%
	ategory Exception: Microsoft O/S when purchased v	vith Band 4 items		4M16	0%
	e HP WSCA-NASPO Website for Approved Third F		are Manufacturer	S,	 -
4. Si	RVICES - Offered at 7-22% - Contact HP for Ti	me and Materials Rate	s and Custom S	ervices	
Se	ervices are at the option of the Participating State. T	he Participating Adden	dum by each State	e mav addres	s service
	reement terms. The majority of HP Branded produc				
up	grade to 2, 3, 4 and 5 year warranty through HP Ca	re Packs for some prod	lucts as available	For product :	specifications
	standard warranty included with system see: http://				
E 10	ASING				
	articipating Addendum may identify if and how leasing	a ograomont torme will	he conducted		
	DITIONAL DISCOUNTS – Request a quote for d				
	Big Deal Pricing: Contact HP sales for additional			pricipa" /Rig I	loal\ HD
a.	offers Multiple Transaction Volume based on the				
	period.	quantity, specific produc	or products pur	onaseu in a gi	ven mne
	portou.	•			
b.					
b.	Agreement and may elect to provide potential inci				
b.					
	Agreement and may elect to provide potential income the product category or series life cycle.	reased discount per bar	nd or provide spec	cials for select	products for
b.	Agreement and may elect to provide potential incident the product category or series life cycle. Additional Bulk/Volume Discount Options: HP	reased discount per bar may provide procuring	entities with differ	cials for select	products for
	Agreement and may elect to provide potential income the product category or series life cycle.	reased discount per bar may provide procuring	entities with differ	cials for select	products for





MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

- 1. MAINTAINING THE PSS. The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales. The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
 - a. Band number
 - b. Part # SKU #
 - c. Manufacturer
 - d. Description
 - e. Minimum Discount
 - f. Category Code (This code will be refined during the approval process)
 - g. Other fields approved by the Lead State
- 2. CHANGES TO THE PSS: Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
- 3. FORMAT: The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME:			DATE:	·
BASELINE PRICE LIST:		-		
LINK:	-			

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1 1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

- 4. THIRD PARTY PRODUCTS: A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
 - a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
 - b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
 - c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
 - d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
 - The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.
 - CONTRACT NO. MNWNC-115

26





MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT D - WEBSITE

- 1. IMPLEMENTATION. Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
- 2. WEBSITE CONTENT. The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
 - a. Baseline Price List and historic versions
 - b. Approved Product and Service Schedule (PSS)
 - Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
 - d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
 - e. Link to the WSCA-NASPO EmarketCenter
 - f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
 - g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
 - h. Sales representatives for participating entities
 - i. Purchase order tracking
 - j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
 - k. Additional Terms may not be posted on the Website without written approval of the Lead State
 - 1. Link to the WSCA-NASPO EmarketCenter if a State is participating
 - m. Information on accessibility and accessible products
 - n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
 - o. Links to environmental certification, including but not limited to take-back/recycling programs,
 - p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: http://www.sec.gov/rules/final/2012/34-67716.pdf
 - Service options, service agreements for negotiations when allowed by a participating addendum
 - r. EPEAT, Energy Star, etc.
 - s. Link to Signed Participating Addendums
 - t. Link to Signed Master Agreement
 - u. Link to solicitation and Response
- 3. TERMINATION Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.

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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide

quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State. DATE: ATTN: WSCA-NASPO Master Agreement Administrator RE: Master Agreement # (Contract Vendor) Dear WSCA-NASPO Master Agreement Administrator: (Contract Vendor) is providing the following update and/or requesting the action noted below. Action Requested: Action Log: Verify Log is attached SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION: Update of Product & Service Schedule Provide summary of additions, deletions and pricing changes. NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED Quarterly Self Audit Check this box to verify the Quarterly Self Audit has been completed Third Party Product Addition Provide warranty Guarantee Attach Materials for review Marketing Approval Material Website Change Describe and provide link for review Miscellaneous Inquiry Provide detail (e.g. key contact change, etc.) The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion. Contract Vendor: Name of Requester: Title of Requester:





MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT E - ACTION REQUST FORM (ARF)

ACTION REQUEST FORM LOG

Submit updated Action Log with each update. Log must provide history of previous update.

ONTRACT VEN		• •					
Contact Name a	ontact Name and Email (for questions):						
DATE SUBMITTED	ACTION REQUESTED:		DATE APPROVED				
		· · · · · · · · · · · · · · · · · · ·					
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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT F - REPORTING

- 1. **OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- 2. DUE DATE: Reports shall be due no later than the last day of the month following the end of the calendar quarter.

GOVERNOM CHROMITE WAS INCOMESSED CONTROL DUTE TO A SCHOOL					
Q1	January 1	March 31	April 30		
Q2	April 1	June 30	July 31		
. Q3	July 1	September 30	October 31		
Q4	October 1	December 31	January 31		

3. REQUIRED REPORTS:

	Report Name	Submitted to	Purpose & Submittal
-			
1	WSCA-NASPO Administrative Fee	WSCA-	Identify total sales and administrative fee due to WSCA-
	Application of	NASPO	NASPO
			1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx
			2) Complete all contract report information fields
	····		3) Enter total sales per State or Select "no sales for quarter"
			checkbox
	and the second of the second o		4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-	Detailed sales data by line item. Currently via an Excel Report
		NASPO	template. Future MAY involve a portal. No modifications may
'	· ·	1	be made by the Contract Vendor to the template. This report
1	•		may also fulfill the reporting requirements of self audits,
			premium savings sales, and Bring Your Own Device Employee
		İ	
ł			Sales.
3	Participating States	Participating	Contract Vendor may utilize the detailed sales report to report
-	, a.m.,pag = 12.22	State	to individual States unless otherwise directed by the State.
		Otato	States may require additional reporting.
			Otates may require additional reporting.
4	Participating Addendum Status	WSCA-	Provides status of Participating Addendums. Excel Template
	·	NASPO	to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self	Lead State	Utilize the Action Request Form (ARF)
	Audit		





MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G - DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.

Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 6: RUGGEDIZED DEVICES Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.

Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and self the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

Components. Parts that make up a computer configuration.

Configuration. The combination of hardware and software components that make up the total functioning system.

Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

CONTRACT NO. MNWNC-115

MASTER AGREEMENT AWARD COMPUTER EQUIPMENT

HEWLETT PACKARD COMPANY

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard - and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required. FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document. General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. https://www.revisor.mn.gov/statutes/?id=16C.08 Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master.

Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor. **Middleware.** Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories.

Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. Examples of peripherals/accessories/options: Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to—expand and modify the PSP throughout the life of the contract. See http://www.wnpsp.com/index.html. Purchasing Entity — means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related ONLY to the equipment and configuration of the equipment purchased through the resulting contracts. EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users. Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services. Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable. **Takeback Program.** The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company. **Upgrade**. Refers to replacement of existing software, hardware or hardware component with a newer version. **Warranty**. The Manufacturers general warranty tied to the product at the time of purchase.

Wide Area Network or WAN. A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

PARTICIPATING ADDENDUM AMENDMENT

California Participating Addendum No. 7-15-70-34-002 Amendment No. 1

The parties hereto mutually agree to amend Participating Addendum Number 7-15-70-34-002 as follows:

- Per Participating Addendum Section 12 (Separation), Participating Addendum
 7-15-70-34-002 is assigned from Master Agreement No. MNWNC-115 with Hewlett
 Packard Company to Master Agreement No. MNNVP-134 with Hewlett Packard
 Enterprise effective November 1, 2015. All references to Hewlett Packard Company
 ("Contractor") and MNWNC-115 within the Participating Addendum are hereby
 revised to reflect Hewlett Packard Enterprise ("Contractor") and MNNVP-134.
- 2. The Contractor primary contact specified in Participating Addendum Section 10 (Contract Management) is revised to the following:

Hewlett Pa	Hewlett Packard Enterprise (Contractor)		
Name:	Stacey Kearns		
Phone:	(501) 319-3018		
Fax:	(501) 339-2377		
E-Mail:	Stacey.lyn.kearns@hpe.com		
Address:	355 Ledgelawn Drive Conway, AR 72204		

All other terms and conditions remain the same.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum Amendment as of the date of execution by both parties below.

oating State: OF CALIFORNIA	Contractor: HEWLETT PACKARD ENTERPRISE
- Bu Kylu	By: Elizabeth Glack
Jim Butler	Name: Elizabeth leace
Deputy Director	Title: Contract Administrator
November 4, 2015	Date: 10-29-15
	Jim Butler Deputy Director

PARTICIPATING ADDENDUM

NASPO Valuepoint Cooperative Purchasing Program

COMPUTER EQUIPMENT MASTER AGREEMENT
Minnesota Master Agreement No.: MNWNC-115 and MNNVP-134

California Participating Addendum No. 7-15-70-34-002

HEWLETT PACKARD COMPANY (Contractor)

This Participating Addendum Number **7-15-70-34-002** is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Hewlett Packard Company (hereafter referred to as "Contractor") under the NASPO Valuepoint Cooperative Purchasing Program Master Agreement Number MNWNC-115 ("Master Agreement") executed by the State of Minnesota.

1. Scope

A. This Participating Addendum covers the purchase of Computer Equipment under the Master Agreement for the following product bands:

Band 4 – Server Band 5 – Storage

- B. This Participating Addendum is available for use by California political subdivisions/local governments (hereafter referred to as "Purchasing Entities"). A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Political subdivision/local government use of this Participating Addendum is optional. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Minnesota Master Agreement are consistent with its procurement policies and regulations.

2. Term

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end March 31, 2017, or upon termination by the State, whichever occurs first
- B. Lead State amendments to extend the Master Agreement term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

3. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum 7-15-70-34-002
- B. Minnesota WSCA-NASPO Master Agreement MNWNC-115
- C. Minnesota Solicitation including all Addendums; and
- D. Contract Vendor's response to the Solicitation

4. Terms and Conditions

The California General Provisions - Information Technology (GSPD401IT), revised and effective 09/5/14, is hereby incorporated by reference and made a part of this Participating Addendum. The 12 page document is available at: http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14 0905.pdf.

5. Price List

Contractor shall maintain a website dedicated to this Participating Addendum which contains the Product and Service Schedule (PSS) and designated base line price list for participating entities to verify product/service pricing and applicable discounts offered under the Master Agreement.

6. Partner Utilization

- A. Contractor may use Partners under this Participating Addendum for sales and service functions as defined herein. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Partners. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- B. Contractor has two (2) distinct Partner Programs: (1) the Reseller Agent Program; and (2) the Fulfillment Subcontractor Program. Both are available to authorized Purchasing Entities to select from under this Participating Addendum.

1) Reseller Agent Program:

Under the Reseller Agent Program the purchase order ("Order") is made out to Hewlett-Packard Company ("HP"). HP fulfills and ships the Order to the Purchasing Entity and invoices the Purchasing Entity directly. The Reseller Agents provide preand post-sales support. Pre- and post-sales support includes, but is not limited to, providing advice on specifications, quotes, assist in escalation of order(s), and returns. The authorized Reseller Agent(s) under this Participating Addendum will be listed on the Contractor's dedicated website. Orders and payment are issued by the Purchasing Entity direct to HP under the Reseller Agent Program. The Reseller Agent HP Authorization Number must be listed in all quotes and related Order activities for sales and tracking purposes. Orders must include the Participating Addendum Number.

2) Fulfillment Subcontractor Program:

Under Fulfillment Subcontractor Program the purchase order ("Order") is made out to the named Fulfillment Subcontractor. The Fulfillment Subcontractor receives the Order(s) and invoices the Purchasing Entity directly, in addition to handling all Order tracking and escalations and offering pre- and post-sales support. The authorized Fulfillment Subcontractor(s) for receipt of Orders from Participating Entities under this Participating Addendum will be listed on the Contractor's dedicated website. Orders and payment are issued by the Purchasing Entity direct to the named Fulfillment Subcontractor under the Fulfillment Subcontractor Program. Fulfillment Subcontractors are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements. Orders must include the Participating Addendum Number.

7. Invoicing

The Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

8. Usage Reporting

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the WSCA-NASPO Detailed Sales report template.
- B. The report is due even when there is no activity.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Repo	rtin	g Period	Due Date
JUL 1	to	SEP 30	OCT 31
OCT 1	to	DEC 31	JAN 31
JAN 1	to	MAR 31	APR 30
APR 1	to	JUN 30	JUL 31

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

9. Administrative Fee

- A. Contractor shall submit a check, payable to the State of California, remitted to the Department of General Services, Procurement Division for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Multiple Awards Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- D. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a Purchasing Entity.
- G. Administrative fee checks are due for each quarter as follows:

Repo	rtin	g Period	Due Date
JUL 1	to	SEP 30	OCT 31
OCT 1	to	DEC 31	JAN 31
JAN 1	to	MAR 31	APR 30
APR 1	to	JUN 30	JUL 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

10. Contract Management

A. The primary contact individuals this Participating Addendum shall be as follows:

Hewlett Pa	Hewlett Packard Company (Contractor)		
Name:	Debra Lee		
Phone:	(847) 537-0344		
Fax:	(847) 572-1336		
E-Mail:	Debra.Lee@hp.com		
Address:	442 Swan Blvd. Deerfield, IL 60015		

State of California			
Name:	Julie Matthews		
Phone:	(916) 375-4612		
Fax:	(916) 375-4663		
E-Mail:	Julie.Matthews@dgs.ca.gov		
Address:	Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605		

B. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

11. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

12. Separation

This Participating Addendum is based on Master Agreement Number MNWNC-115 until November 1, 2015. In accordance with the Assignment Agreement for MNWNC-115 executed by the State of Minnesota on July 7, 2015, this Participating Addendum will be assigned to Master Agreement No. MNNVP-134 effective November 1, 2015.

13. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Master Agreement, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating State: STATE OF CALIFORNIA	Contractor: HEWLETT PACKARD COMPANY
ву:	I for JB By: Mento Clea
Name: Jim Butler	Name: Matthew C. Keek
Title: Deputy Director	Title: Senier Counsel
Date: 9/29/	Date: 1/19/15



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

Agenda Item No. 12

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 14, 2017

SUBJECT:

INVESTMENT REPORT - OCTOBER 2017

INFORMATIONAL ONLY

Budget Impact

None.

DISCUSSION:

Attachment A comprises a report of the San Diego Metropolitan Transit System (MTS) investments as of October 31, 2017. The combined total of all investments has decreased month to month from \$144.7 million to \$138.0 million. This \$6.7 million decrease is attributable to \$3.7 million in capital expenditures, as well as normal timing differences in other payments and receipts.

The first column provides details about investments restricted for capital improvement projects.

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

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Investment Report for October 2017









San Diego Metropolitan Transit System Investment Report October 31, 2017

	Restricted	Unrestricted	Total	Average rate of return
Cash and Cash Equivalents				
JP Morgan Chase - concentration account	-	24,598,929	24,598,929	0.00%
Total Cash and Cash Equivalents	-	24,598,929	24,598,929	
Cash - Restricted for Capital Support				
US Bank - retention trust account San Diego County Investment Pool	2,303,606	-	2,303,606	N/A*
Proposition 1B TSGP grant funds	7,552,716	147,397	7,700,113	
Total Cash - Restricted for Capital Support	9,856,322	147,397	10,003,719	
Investments - Working Capital				
Local Agency Investment Fund (LAIF)	7,279,314	96,105,634	103,384,948	1.143%
Total Investments - Working Capital	7,279,314	96,105,634	103,384,948	
Total cash and investments	\$ 17,135,636	\$ 120,851,960	\$ 137,987,596	



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 14, 2017

SUBJECT:

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

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors approve the use of \$237,401 in unallocated TDA funds currently held by the County of San Diego for transit-related capital projects for the City of Lemon Grove.

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 MTS's operating or capital budgets. This request of \$237,401 will use up the entire balance of the total available unallocated TDA funds held by the County for the benefit of the City of Lemon Grove.

DISCUSSION:

On October 31, 2017, MTS received a request from the City of Lemon Grove (Attachment A) for \$237,401 of the City of Lemon Grove's portion of unallocated TDA held by the County to fund the Lemon Grove Realignment project. The funds will be used in the first phase of the project to increase roadway capacity, install traffic signals, re-striping city streets and place new asphalt pavement.

The total available City of Lemon Grove unallocated TDA funds, totaling \$237,401 will be used up after this request.



Therefore, staff recommends that the MTS Board of Directors approve the use of \$237,401 in unallocated TDA funds currently held by the County of San Diego for transit-related capital projects for the City of Lemon Grove.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Request from City of Lemon Grove



CITY OF LEMON GROVE

"Best Climate On Earth"

Public Work's Department

September 25, 2017

Eric Cheng Capital Accountant Metropolitan Transit System 1255 Imperial Avenue, Suite 1000 San Diego, CA 92101-7490

Subject: City of Lemon Grove - TDA Fund Request

Dear Mr. Cheng,

This memorandum was created to formally request an allocation of TDA funds for the Lemon Grove Realignment Project. The City has not requested prior TDA funds for this project but through this request hopes to utilize the unallocated amount of \$237,401 to compliment other revenues sources to the project.

As I understand an appropriate usage for the TDA must be transit related activities. The Realignment Project is the City's single largest capital improvement project to improve the on/off ramp at Lemon Grove Avenue and State Route 94. There are two phases to this project:

1) The realignment of the project roadway; and 2) The undergrounding of utilities in the project area. The TDA funds will be specifically used in the first phase to increase the roadway capacity, install traffic signals, re-striping city streets, and place new asphalt pavement all of which I believe are transit related activities. On June 21, 2016, the City Council of the City of Lemon Grove awarded a construction project for the Realignment Project with a \$6,310,300 project budget. TDA funds were identified as a funding source (on page 5). As a clerical error, I mistakenly listed the available budget as \$237,400 and not \$237,401 but it should be understood that the full allocation should have been included as available.

Therefore, the City of Lemon Grove desires that MTS requests \$237,401 in TDA funds for the Lemon Grove Avenue Realignment Project. If you have any questions regarding this request, please contact me at 619-825-3814.

Sincerely,

Mike James

Assistant City Manager / Public Works Director

cc: Project File

Attachment A: Resolution Awarding the Lemon Grove Avenue Realignment Project

RESOLUTION NO. 2016-3438

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA AWARDING A CONSTRUCTION CONTRACT FOR THE LEMON GROVE AVENUE REALIGNMENT PROJECT TO WEST COAST GENERAL CORPORATION

WHEREAS, the Lemon Grove Realignment Project was scheduled as a part of the city's five year capital improvement program; and

WHEREAS, the city advertised a notice inviting bids for the Lemon Grove Avenue Realignment Project (Contract No. 2016 – 16) in April 2016; and

WHEREAS, the city held a mandatory pre-bid meeting on May 3, 2016, in which nine potential contractors attended; and

WHEREAS, on June 7, 2016, the city received four sealed bids; and

WHEREAS, staff concluded that West Coast General Corporation submitted a responsive and responsible bid in the amount of \$5,506,461.19; and

WHEREAS, a project budget is approved at \$6,310,300.00; and

WHEREAS, the City Council finds it in the public interest that an agreement for said contract is awarded to West Coast General Corporation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby:

- Awards an agreement (Exhibit 1) to West Coast General Corporation for \$5,506,461.19; and
- 2. Establishes a project budget not to exceed \$6,310,300.00; and
- Authorizes the City Manager or designee to execute agreement and manage all project documentation.

IIII

IIII

Attachment B: Staff Report Detailing Staff's Recommendation

LEMON GROVE CITY COUNCIL AGENDA ITEM SUMMARY

Item No. 4 Mtg. Date June 21, 2016 Dept. Public Works						
Item Title: Award a Construction Contract for the Lemon Grove Realignment Project						
Staff Contact: Mike James, Public Works Directo	r and Edgar Camerino, Project Manager					
Recommendation:						
Adopt a resolution (Attachment B) awarding a Avenue Realignment Project (Contract No. 2016-	construction contract for the Lemon Grove 16) to West Coast General Corporation.					
Item Summary:						
In support of the City's five year capital improveme inviting bids for the Lemon Grove Avenue Realignm 21, 2016. The City held a mandatory pre-bid montractors attended. On June 7, 2016, the City rec	nent Project (Contract No. 2016 – 16) on April eeting on May 3, 2016, when nine potential					
Staff recommends awarding a contract (Contract Corporation and establishing a total project budge (Attachment A) outlines specific details about the that submitted a bid, project revenue detail recommendation.	t not to exceed \$6,310,300. The staff report					
Fiscal Impact:						
\$6,310,300 was programmed in the Fiscal Year 2016-2017 budget to support this project from eight funding sources.						
Environmental Review:						
☑ Not subject to review						
Categorical Exemption, Section	Mitigated Negative Declaration					
Public Information:						
☐ None ☐ Newsletter article ☐ Notice published in local newspaper	☐ Notice to property owners within 300 ft. ☐ Neighborhood meeting					
Attachments:						
A. Staff Report B. [Resolution]						

-1-

Attachment A

LEMON GROVE CITY COUNCIL

Item No. 4

Mtg. Date __June 21, 2016

Item Title: Award Construction Contract for the Lemon Grove Realignment Project

Staff Contact: Mike James, Public Works Director and Edgar Camerino, Project Manager

Discussion:

In April 2016, the City advertised a notice inviting bids for the Lemon Grove Avenue Realignment Project (Contract No. 2016-16) which will realign the Lemon Grove Avenue from the SR-94 Eastbound Exit Ramp to North Avenue. The project consists of grading, roadway modifications to the off-ramp, installation of curb, gutter, sidewalks and driveways, new street lighting, new traffic signals, traffic signing and striping, landscape and irrigation, railroad signaling and grade crossing improvements, railroad overhead contract system modifications, and pavement restoration.

In addition to the base bid, which includes the core elements of the project, an additive alternate that includes enhanced concrete sidewalk and crosswalk paving, pedestrian lights, benches and concrete sidewalk pavers was requested if additional funds were available. As of the date of this report, additional monies to fund the additive alternate items were not available. Pending the construction contact award, if staff realizes a cost saving during construction those funds will be consolidated in an attempt to afford the additive alternative amount of \$392,251.

On June 7, 2016, the City received the following four sealed bids:

Bidder's Name	Location	Base Bid	Add Alternate
West Coast General Corporation	Poway	\$5,506,461.19	\$392,251.00
Southland Paving, Inc.	Escondido	\$6,129,533.20	\$301,720.00
Palm Engineering Construction Company	San Diego	\$6,147,098.00	\$353,260.00
Pal General Engineering, Inc.	San Diego	\$6,977,977.36	\$228,720.00
Average Bid Amount		\$6,190,267.45	\$318,987.75

The engineer's estimate for this project was \$5,200,000. The lowest base bid was submitted by West Coast General Corporation (WCGC) in the amount of \$5,506,461.19.

Staff reviewed WCGC's project work history, references, and construction license. Its project work history and reference checks were positive. WCGC has also successfully performed similar work for various local government agencies. WCGC's construction license is current and in good standing with the State of California. Therefore, staff determined WCGC was both a responsive and responsible bidder, and recommends the award of a construction contract to WCGC.

Attachment A

Staff recommends the following project budget which incorporates only the core elements of the project using the base bid only:

Description	Amount	
Construction Costs	\$5,506,461.19	
Hazmat	\$100,000	
Supplemental Costs	\$100,000	
Utility Agency Fees	\$50,000	
RWCQB Fees	\$3,000	
Project Contingency ~ 9%	\$550,838.81	
Total	\$6,310,300.00	

Generally, the City contracts with the current on-call inspection and testing consultant to provide inspection and testing services for constructions projects. Due to the complex coordination of construction activities of this project, the City contracted with Infrastructure Engineering Corporation (IEC) in April 2016 to provide Construction Management Services, including construction inspection and material's testing.

The programmed revenue sources for this project include the following amounts and sources:

- \$150,000 is budgeted from Fund 3 Street Reserve;
- \$237,400 is budgeted from Fund 10 TDA;
- \$1,000,000 is budgeted from Fund 14 TransNet;
- \$805,000 is budgeted from Fund 14 SGIP;
- \$200,000 is budgeted from Fund 16 Sanitation;
- \$557,900 is budgeted from Fund 27 RTCIP;
- \$1,560,000 is budgeted from Fund 40 IIG; and
- \$1,800,000 is budgeted from Fund 64 CDA.

The total revenue programmed for this project equals \$6,310,300, which equals the anticipated project expenditures.

Conclusion:

Staff recommends that the City Council adopt a resolution (Attachment B) awarding the Lemon Grove Avenue Realignment Project contract (Contract No. 2016-16) to West Coast General Corporation and establish a project budget not to exceed \$6,310,300.

Attachment B

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RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA AWARDING A CONSTRUCTION CONTRACT FOR THE LEMON GROVE AVENUE REALIGNMENT PROJECT TO WEST COAST GENERAL CORPORATION

WHEREAS, the Lemon Grove Realignment Project was scheduled as a part of the city's five year capital improvement program; and

WHEREAS, the city advertised a notice inviting bids for the Lemon Grove Avenue Realignment Project (Contract No. 2016 – 16) in April 2016; and

WHEREAS, the city held a mandatory pre-bid meeting on May 3, 2016, in which nine potential contractors attended; and

WHEREAS, on June 7, 2016, the city received four sealed bids; and

WHEREAS, staff concluded that West Coast General Corporation submitted a responsive and responsible bid in the amount of \$5,506,461.19; and

WHEREAS, a project budget is approved at \$6,310,300.00; and

WHEREAS, the City Council finds it in the public interest that an agreement for said contract is awarded to West Coast General Corporation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby:

- Awards an agreement (Exhibit 1) to West Coast General Corporation for \$5,506,461.19; and
- 2. Establishes a project budget not to exceed \$6,310,300.00; and
- 3. Authorizes the City Manager or designee to execute agreement and manage all project documentation.

///// /////

AGREEMENT

WITNESSETH: that the parties hereto do mutually agree as follows:

1. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor agrees with the City to furnish all materials and labor for:

LEMON GROVE AVENUE REALIGNMENT PROJECT

and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and specifications therefore; to furnish at his own proper cost and expense all tools, equipment, labor and materials necessary therefore; and to do everything required by this agreement and the said plans and specifications.

- 2. For furnishing all said materials and labor, tools and equipment, and doing all the work contemplated and embraced in this Contract, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description connected with the work; also, for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in said specifications are expressly stipulated to be borne by the City and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications, the City will pay and the Contractor shall receive in full compensation therefore the sum of Five Million Five Hundred Six Thousand Four Hundred Sixty-One Dollars and Nineteen Cents (\$5,506,461.19).
- 3. The City hereby promises and agrees to employ, and does hereby employ said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid and hereby conditions set forth in the specification; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.
- 4. The Notice Inviting Bids, Instructions To Bidders, Bid Forms, Agreement and Bond Forms, Construction Administration Forms, Completion of the Project Forms, General Requirements and General Provisions, Drawings, Plans and Specifications, Addenda, Allowances, and all amendments thereof, are hereby incorporated in and made part of this Contract.

- 5. The City, the City's representative, City Consultants and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work of for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the work, provided, however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the City, its representatives, employees, agents and authorized volunteers who are directly responsible to the City.
 - a. Contractor shall indemnify the City, City Council, City officials, City employees, City representatives, and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penaltics, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the City, City Council, City officials, City employees, City representatives, and authorized volunteers, but excluding such actions, claims, damages to persons or property penaltics, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the City, City Council, City officials, City employees, City representatives, authorized volunteers, or those who are directly responsible to them; and in connection therewith:
 - Contractor will defend any action or actions filed in connection with any
 of said claims, damages, penalties, obligations or liabilities and will pay all costs
 and expenses, including attorney's fees incurred in connection therewith.
 - II) Contractor will promptly pay any judgment rendered against Contractor, the City, City Council, City officials, City employees, City representatives, and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the City, City Council, City officials, City employees, City representatives, and authorized volunteers harmless there from.
 - III) In the event the City, City Council, City officials, City employees, City representatives, and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the City, City Council, City officials, City employees, City representatives, and authorized volunteers any and all costs and expenses incurred by the City, City Council, City officials, City employees, City representatives, and authorized volunteers in such action or

proceeding together with reasonable attorney's fees.

IV) The City may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified herein above.

6. Claims, disputes and other matters in question between the parties to this Contract, arising out of or relating to this Contract or the breach thereof, may be decided by arbitration if both parties to this Contract consent in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Contract, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Contract except by written consent containing a specific reference to this Contract and signed by CONTRACTOR, CITY, and any other person sought to be joined. (Any Consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein or with any person not named or described therein.) This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration is to be filed in writing with the other party to this Contract and with the American Arbitration Association. The demand is to be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim; dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

- 7. The Contractor agrees to comply with all Local, State and Federal regulations and with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.
- 8. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorney's fees.
- 9. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 10. In accordance with Government Code, Section 8546.7, records of both the City and the

Contractor shall be subject to examination and audit for a period of three (3) years after final payment.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each of which shall be deemed an original the day and year first above written.

CONTRACTOR:	
Ву:	
Title:	
Вуг	
Title:	
Federal ID. No.	
<u>CITY:</u>	
By: Title: Lydia Romero, City Manager	and also managed an experience of the control of th
ATTEST:	
By: Title: Susan Garcia, City Clerk	
(Notaries acknowledgement of execution by all Intrached.)	PRINCIPALS OF CONTRACTOR shall be



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 14, 2017

SUBJECT:

ENGINE AND TRANSMISSION OVERHAUL - CONTRACT AWARD

RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors:

- Authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0671.0-17 with Dartco Transmission (Group I), Harbor Diesel & Equipment (Group II), and Cummins Pacific, LLC (Group III) for Engine and Transmission Overhaul Services for three (3) base years (for Group I) with two (2) 1-year options (for Groups II & III); and
- 2) Authorize the CEO to exercise option years, at his discretion.

Budget Impact

B0671.0-17 for Group I	Years 1 – 3	\$178,292.40
	Option Years	N/A
	Not-to-Exceed-Total	\$192,110.06
B0671.0-17 for Group II	Years 1 – 3	\$759,080.97
	Option years (1-2)	\$531,438.09
	Not-to-Exceed-Total	\$1,290,519.06
B0671.0-17 for Group III	Years 1 – 3	\$7,247,122.34
	Option Years (1-2)	\$5,268,931.59
	Not-to-Exceed-Total	\$12,516,053.93









DISCUSSION:

MTS Bus Operations requires contractors to provide engine overhaul and transmission rebuilds for the MTS Fleet Maintenance Department. These engines and transmissions are required to operate MTS buses in regular transit service on a day-to-day basis. MTS will utilize this contract to repair approximately 60 engines and 20 transmissions per year. The ability to quickly and efficiently overhaul Engine and Transmissions is essential to keeping buses on the road. The current contract ends December 31, 2017.

MTS Policy No. 52, "Procurement of Goods and Services", requires a formal competitive bid process for procurements exceeding \$100,000.

An Invitation for Bids (IFB) to provide engine and transmission overhaul services for buses was issued on September 1, 2017.

In order to maximize competition, and give small businesses an opportunity to bid on the IFB, MTS divided the IFB into three (3) groups: Group I, II & III. Bidders had the option of bidding on one or any combination of the three groups. The contract term date is January 1, 2018 to December 31, 2020 for the base years and January 1, 2021 to December 31, 2022 for the option years.

The groups are as follows:

- 1. Group I: Allison Transmission rebuilds (These are used on our NABI 60' articulated buses). MTS anticipates that overhauling for Group I will not be required after 3 years, therefore the bid form is asking for pricing for the 3 years only. These buses were purchased in 2008 and will be retiring in approximately 3 years. At that point in their life, MTS anticipates that overhauling the transmissions will not be necessary and the vehicles will be pulled out of service. However, should this change MTS will solicit a separate request for quotes for the anticipated quantities at that time.
- 2. Group II: ZF Ecomat & Ecolife Transmission rebuilds (These are used on the remainder of the revenue fleet).
- 3. Group III: Cummins Engine overhauls (These engines power all of our CNG revenue fleet).

On October 17, 2017 four (4) bids were received from:

- 1. Cummins Pacific LLC
- 2. Transwest Miramar Truck Center
- 3. Harbor Diesel & Equipment
- 4. Dartco Transmissions

After the evaluation of all bids, the lowest responsive, responsible bidder for each group is as follows: Dartco for Group I, Harbor Diesel for Group II and Cummins Cal Pacific for Group III.

Based on the comparisons between MTS's Independent Cost Estimate (ICE) and the lowest bidder's amounts, MTS's cost savings are shown below:

GROUP	BIDDER NAME	BID AMOUNT	INDEPENDENT COST ESTIMATE (ICE)	MTS COST SAVINGS
Group I	Dartco	\$192,110.06	\$363,543.11	\$185,250.71
Group II	Harbor Diesel	\$759,080.97	\$764,497.07	\$5,416.10
Group III	Cummins	\$7,247,122.34	\$8,381,085.09	\$1,133,961.97

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. B0671.0-17 with Dartco Transmission (Group I), Harbor Diesel & Equipment (Group II), and Cummins Pacific, LLC (Group III) for Engine and Transmission Overhaul Services for three (3) base years (for Groups 1), with two (2) 1-year options (for Groups II & III); and authorize the CEO to exercise option years, in his discretion.

/s/ Paul C. Jablonski_

Paul C. Jablonski Chief Executive Officer

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

Attachments: A. B0671.0-17 (Group I)

B. B0671.0-17 (Group II) C. B0671.0-17 (Group III)

D. Bid Summary

ATTACHMENT A (DRAFT)

B0671.0-17	-
CONTRACT NUMBER	
FILE/PO NUMBER(S)	

STANDARD PROCUREMENT AGREEMENT FOR REBUILT ALLISON B500R TRANSMISSIONS

THIS AGREEMENT is entered into this _ San Diego Metropolitan Transit System (' referred to as "Contractor":			
Name: Dartco Transmission Sales and S	Service, Inc.	Address	: <u>1145 N. Red Gum</u>
Form of Business: <u>Corporation</u> (Corporation, partnership, sole proprietor,	etc.)		Anaheim, CA 92806
Telephone: (714) 237-0911		Email:	jpeek@dartcotransmission.com
Authorized person to sign contracts:	Jim Peek Name		Vice President Title
The attached Standard Conditions are MTS services, as follows:	part of this Agree	ement. Th	ne Contractor agrees to furnish to
Remanufacturing of Allison B500R Transi A), the Bid (attached as Exhibit B), and in including the Standard Conditions Service (attached as Exhibits D). The contract shall be effective January 1, \$178,292.40 without the express written of	accordance with the es (attached as Ex	he Standa hibit C), ar	ard Conditions Services Agreement, and the Federal Requirements
SAN DIEGO METROPOLITAN TRANSIT		NTRACT	OR AUTHORIZATION
By: Chief Executive Officer	OTOTEIN		OK AUTHORIZATION
Approved as to form:		Ву:	Signature
By:Office of General Counsel			-
Office of General Counsel		l itle:	
AMOUNT ENCUMBERED \$192,110.06		ET ITEM 4-537100	FISCAL YEAR 18-20
Bv:			

Chief Financial Officer

Date

ATTACHMENT B (DRAFT)

B0671.0-17	-
CONTRACT NUMBER	
FILE/PO NUMBER(S)	

STANDARD PROCUREMENT AGREEMENT

REBUILT ZF ECOLIFE MODEL 6AP1400B, 6AP1700B, & ECOMAT MODEL 6HP594 TRANSMISSIONS

THIS AGREEMENT is entered into this San Diego Metropolitan Transit System ("N referred to as "Contractor":			
Name: Harbor Diesel and Equipment, Inc.		ddress:	537 W. Anaheim St.
Form of Business: Corporation (Corporation, partnership, sole proprietor, e	etc.)		Long Beach, CA 90813
Telephone: (562) 591-5665	E	Email:	bids@harbordiesel.com
Authorized person to sign contracts:	Michael Zupanovi Name	ch	<u>President</u> Title
The attached Standard Conditions are p MTS services, as follows:	art of this Agreem	ent. Th	e Contractor agrees to furnish to
Remanufacturing of ZF Ecolife Model 6AP specified in the Scope of Work (attached as with the Standard Conditions Services Agra as Exhibit C), and the Federal Requirement	s Exhibit A), the Bid eement, including th	(attach ne Stand	ed as Exhibit B), and in accordance dard Conditions Services (attached
The term of the contract shall be three (3) be with two (2) 1-year options effective Januar sole discretion, for a total of five (5) years. is \$531,438.09, for a total not to exceed \$1	ry 1, 2021 through [The total for the ba	Decemb	er 31, 2022, exercisable at MTS
SAN DIEGO METROPOLITAN TRANSIT S	SYSTEM CON	TRACT	OR AUTHORIZATION
By:Chief Executive Officer		Firm: _	
Approved as to form:		Ву:	0:
Ву:			Signature
Office of General Counsel		Title: _	
AMOUNT ENCUMBERED \$759,080.97	BUDGET 300014-5		FISCAL YEAR 18-20
By:			
Chief Financial Officer			Date

ATTACHMENT C (DRAFT)

B0671.0-17 CONTRACT NUMBER	
FILE/PO NUMBER(S)	

STANDARD PROCUREMENT AGREEMENT FOR IN-FRAME ENGINE OVERHAULS

THIS AGREEMENT is entered into this San Diego Metropolitan Transit System ("N referred to as "Contractor":		
Name: Cummins Pacific, LLC	Addre	ss: 310 N. Johnson Ave.
Form of Business: Corporation (Corporation, partnership, sole proprietor, e	etc.)	El Cajon, CA. 92020
Telephone: (619) 593-3093	Email:	bruce.hagemann@cummins.com
Authorized person to sign contracts:	Bruce Hagemann Name	General Manager Title
The attached Standard Conditions are p MTS services, as follows:	art of this Agreement.	The Contractor agrees to furnish to
Overhaul of Cummins natural gas and dies Exhibit A), the Bid (attached as Exhibit B), Agreement, including the Standard Conditi Requirements (attached as Exhibits D).	and in accordance with the	he Standard Conditions Services
The term of the contract shall be three (3) with two (2) 1-year options effective Janua sole discretion, for a total of five (5) years. years is \$5,268,931.27, for a total not to expect the statement of the sta	ry 1, 2021 through Decer The total for the base ye	mber 31, 2022, exercisable at MTS
SAN DIEGO METROPOLITAN TRANSIT S	SYSTEM CONTRAC	CTOR AUTHORIZATION
By:Chief Executive Officer	Firm	ı:
Approved as to form:	Ву:	
Dv.		Signature
By: Office of General Counsel	Title	:
AMOUNT ENCUMBERED \$7,247,123.12	BUDGET ITEI 300014-53710	
By: Chief Financial Officer		Date

GROUP IREBUILT ALLISON B500R TRANSMISSIONS

Year 1: January, 2018 - September 30, 2018					Darto		
ITEM #	ОН Туре	DESCRIPTION	QTY	UNIT COST		EXTENDED COST	
1	Transmission Rebuild	Allison B500	13	\$ 5,402.80	\$	70,236.40	
		\$	5,443.32				
	Alliso	\$	75,679.72				

Year 2: October 1, 2018 - September 30, 2019					Dartco		
ITEM #	ОН Туре	DESCRIPTION	QTY	UNIT COST		EXTENDED COST	
1	Transmission Rebuild	Allison B500	12	\$ 5,402.80	\$	64,833.60	
California Sales Tax 7.75% (on taxable items only)						5,024.60	
	Alliso	\$	69,858.20				

Year 3: October 1, 2019 - September 30, 2020					Dartco
ITEM #	ОН Туре	DESCRIPTION	QTY	UNIT COST	EXTENDED COST
1	Transmission Rebuild	Allison B500	8	\$ 5,402.80	\$ 43,222.40
		\$ 3,349.74			
	Allison	\$ 46,572.14			

GROUP I - ALLISON TRANSMISSION REBUILDS							
	Dai	rtco					
Total Year 1: January 1, 2018 - September 30, 2018	\$	75,679.72					
Total Year 2: October 1, 2018 - September 30, 2019	\$	69,858.20					
Total Year 3: October 1, 2019 - September 30, 2020	\$	46,572.14					
GRAND TOTAL - BASIS OF AWARD	\$	192,110.06					

GROUP II REBUILT ZF ECOMAT & ECOLIFE TRANSMISSIONS

Year 1: Nove	Year 1: November 1, 2017 - September 30, 2018			Harbor			r Diesel	
#	ОН Туре	DESCRIPTION	QTY	Į	UNIT COST	EXTENDED COS		
1	Soft Rebuild	ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS	5	\$	9,980.00	\$	49,900.00	
2	Hard Rebuild	ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS (Not To Exceed)	4	\$	19,250.00	\$	77,000.00	
3	Soft Rebuild	Ecomat 6HP594 TRANSMISSIONS	5	\$	10,907.00	\$	54,535.00	
4	Hard Rebuild	Ecomat 6HP594 TRANSMISSIONS (Not To Exceed)	3	\$	18,980.00	\$	56,940.00	
California Sales Tax 7.75% (on taxable items only)						\$	12,940.56	
ZF Transmission Rebuild Total Amount for Year One					\$	251,315.56		

Year 2: October 1, 2018 - September 30, 2019					Harbo	r Diesel		
#	ОН Туре	DESCRIPTION	QTY	J	JNIT COST	EXTENDED COS		
1	Soft Rebuild	ZF Ecolife Model 6AP1400B,	5	\$	9,980.00	\$	49,900.00	
2	Hard Rebuild	ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS (Not To Exceed)	4	\$	19,250.00	\$	77,000.00	
3	Soft Rebuild	Ecomat 6HP594 TRANSMISSIONS	5	\$	10,907.00	\$	54,535.00	
4	Hard Rebuild	Ecomat 6HP594 TRANSMISSIONS (Not To Exceed)	3	\$	18,980.00	\$	56,940.00	
		California Sales Tax 7.759	% (on ta	axab	le items only)	\$	12,940.56	
		ZF Transmission Rebuild Tot	al Amo	unt	for Year Two	\$	251,315.56	

Year 3: October 1, 2019 - September 30, 2020				Harbor Diesel					
#	OH Type	DESCRIPTION	QTY	_	UNIT COST		UNIT COST EXTENDED		ENDED COST
1	Soft Rebuild	ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS	5	\$	10,179.00	\$	50,895.00		
2	Hard Rebuild	ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS (Not To Exceed)	4	\$	19,635.00	\$	78,540.00		
3	Soft Rebuild	Ecomat 6HP594 TRANSMISSIONS	5	\$	11,125.00	\$	55,625.00		
4	Hard Rebuild	Ecomat 6HP594 TRANSMISSIONS (Not To Exceed)	3	\$	19,360.00	\$	58,080.00		
California Sales Tax 7.75% (on taxable items only)						\$	13,309.85		
ZF Transmission Rebuild Total Amount for Year Three						\$	256,449.85		

GROUP II

Option Year 1: October 1, 2020 - September 30, 2021			Harbor Diesel								
#	OH Type	DESCRIPTION	QTY	_	UNIT COST		UNIT COST		UNIT COST		TENDED COST
1	Soft Rebuild	ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS	5	\$	10,484.00	\$	52,420.00				
2	Hard Rebuild	ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS (Not To Exceed)	4	\$	20,000.00	\$	80,000.00				
3	Soft Rebuild	Ecomat 6HP594 TRANSMISSIONS	5	\$	11,347.00	\$	56,735.00				
4	Hard Rebuild	Ecomat 6HP594 TRANSMISSIONS	3	\$	19,750.00	\$	59,250.00				
California Sales Tax 7.75% (on taxable items only)						\$	13,717.89				
ZF Transmission Rebuild Total Amount for Option Year One						\$	262,122.89				

Option Year 2: October 1, 2021 - September 30, 2022			Harbor Diesel				
#	OH Type	DESCRIPTION	QTY	J	JNIT COST	EXTENDED COST	
1	Soft Rebuild	ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS	5	\$	10,798.00	\$	53,990.00
2	Hard Rebuild	ZF Ecolife Model 6AP1400B, 6AP1700B TRANSMISSIONS (Not To Exceed)	4	\$	20,700.00	\$	82,800.00
3	Soft Rebuild	Ecomat 6HP594 TRANSMISSIONS	5	\$	11,574.00	\$	57,870.00
4	Hard Rebuild	Ecomat 6HP594 TRANSMISSIONS (Not To Exceed)	3	\$	20,140.00	\$	60,420.00
California Sales Tax 7.75% (on taxable items only)					\$	14,235.20	
ZF Transmission Rebuild Total Amount for Option Year Two					\$	269,315.20	

GROUP II - ZF TRANSMISSION REBUILDS					
Total Year 1: November 1, 2017 - September 30, 2018	\$	251,315.56			
Total Year 2: October 1, 2018 - September 30, 2019	\$	251,315.56			
Total Year 3: October 1, 2019 - September 30, 2020	\$	256,449.85			
Total Option Year 1: October 1, 2020 - September 30, 2021	\$	262,122.89			
Total Option Year 2: October 1, 2021 - September 30, 2022	\$	269,315.20			
GRAND TOTAL - BASIS OF AWARD	\$	1,290,519.06			

Group III Att. D, AI 14, 12/14/17 CUMMINS IN-FRAME ENGINE OVERHAULS

Year 1: October 1, 2017 - September 30, 2018				Cummings	
#	ОН Туре	DESCRIPTION	QTY	UNIT COST	EXTENDED COST
1	Basic Overhaul	Cummins ISL G8.9L CNGs	100	\$ 19,373.14	\$ 1,937,314.00
2	Overhaul A	Cummins ISL G8.9L CNG In-Frame + Crankshaft	4	\$ 23,511.65	\$ 94,046.60
3	Overhaul B	Cummins ISL G8.9L CNG In-Frame + Camshaft	5	\$ 20,025.27	\$ 100,126.35
4	Basic Overhaul	Cummins B 5.9	3	\$ 14,684.00	\$ 44,052.00
5	Basic Overhaul	Cummins Diesel ISX-450	19	\$ 27,603.14	\$ 524,459.66
6	Basic Overhaul	Cummins ISL G8.9L NZ	0	\$ 18,013.72	\$ -
7	Overhaul A	Cummins ISL G8.9L NZ In-Frame + Crankshaft	0	\$ 22,152.23	\$ -
8	Overhaul B	Cummins ISL G8.9L NZ In-Frame + Camshaft	0	\$ 18,665.85	\$ -
9	Basic Overhaul	Cummins ISX-450 G NZ	0	\$ 20,053.25	\$ -
	California Sales Tax 7.75% (on taxable items only)				
Cummins Engine OH Total Amount for Year One					\$ 2,699,998.61

Year 2: October 1, 2018 - September 30, 2019			Cummings		
#	ОН Туре	DESCRIPTION QTY UNIT COST		EXTENDED COST	
1	Basic Overhaul	Cummins ISL G8.9L CNGs	100	\$ 19,639.60	\$ 1,963,960.00
2	Overhaul A	Cummins ISL G8.9L CNG In-Frame + Crankshaft	4	\$ 23,812.88	\$ 95,251.52
3	Overhaul B	Cummins ISL G8.9L CNG In-Frame + Camshaft	5	\$ 20,304.78	\$ 101,523.90
4	Basic Overhaul	Cummins B 5.9	0	\$ 14,856.68	\$ -
5	Basic Overhaul	Cummins Diesel ISX-450	7	\$ 27,974.20	\$ 195,819.40
6	Basic Overhaul	Cummins ISL G8.9L NZ	0	\$ 18,252.99	\$ -
7	Overhaul A	Cummins ISL G8.9L NZ In-Frame + Crankshaft	0	\$ 22,426.27	\$ -
8	Overhaul B	Cummins ISL G8.9L NZ In-Frame + Camshaft	0	\$ 18,918.17	\$ -
9	Basic Overhaul	Cummins ISX-450 G NZ	0	\$ 20,313.32	\$ -
California Sales Tax 7.75% (on taxable items only)					\$ 10,168.03
Cummins Engine OH Total Amount for Year Two					\$ 2,356,554.82

Year 3: October 1, 2019 - September 30, 2020				Cummings	
#	ОН Туре	DESCRIPTION	QTY	UNIT COST	EXTENDED COST
1	Basic Overhaul	Cummins ISL G8.9L CNGs	100	\$ 19,911.39	\$ 1,991,139.00
2	Overhaul A	Cummins ISL G8.9L CNG In-Frame + Crankshaft	4	\$ 24,120.14	\$ 96,480.56
3	Overhaul B	Cummins ISL G8.9L CNG In-Frame + Camshaft	5	\$ 20,589.87	\$ 102,949.35
4	Basic Overhaul	Cummins B 5.9	0	\$ 15,032.81	\$ -
5	Basic Overhaul	Cummins Diesel ISX-450	0	\$ 28,352.69	\$ -
6	Basic Overhaul	Cummins ISL G8.9L NZ	0	\$ 18,497.05	\$ -
7	Overhaul A	Cummins ISL G8.9L NZ In-Frame + Crankshaft	0	\$ 22,705.80	\$ -
8	Overhaul B	Cummins ISL G8.9L NZ In-Frame + Camshaft	0	\$ 19,175.53	\$ -
9	Basic Overhaul	Cummins ISX-450 G NZ	0	\$ 20,578.58	\$ -
California Sales Tax 7.75% (on taxable items only)					\$ 10,371.39
Cummins Engine OH Total Amount for Year Three					\$ 2,190,568.91

GROUP III

Att. D, Al 14, 12/14/17

Option Year 1: October 1, 2020 - September 30, 2021			Cummings		
#	ОН Туре	DESCRIPTION	QTY	UNIT COST	EXTENDED COST
1	Basic Overhaul	Cummins ISL G8.9L CNGs	100	\$ 20,188.62	\$ 2,018,862.00
2	Overhaul A	Cummins ISL G8.9L CNG In-Frame + Crankshaft	4	\$ 24,433.54	\$ 97,734.16
3	Overhaul B	Cummins ISL G8.9L CNG In-Frame + Camshaft	5	\$ 20,880.67	\$ 104,403.35
4	Basic Overhaul	Cummins B 5.9	0	\$ 15,212.47	\$ -
5	Basic Overhaul	Cummins Diesel ISX-450	0	\$ 28,738.74	\$ -
6	Basic Overhaul	Cummins ISL G8.9L NZ	16	\$ 18,746.00	\$ 299,936.00
7	Overhaul A	Cummins ISL G8.9L NZ In-Frame + Crankshaft	2	\$ 22,990.92	\$ 45,981.84
8	Overhaul B	Cummins ISL G8.9L NZ In-Frame + Camshaft	2	\$ 19,438.04	\$ 38,876.08
9	Basic Overhaul	Cummins ISX-450 G NZ	0	\$ 20,849.15	\$ -
	\$ 10,578.82				
Cummins Engine OH Total Amount for Option Year One					\$ 2,605,793.43

Option Year 2: October 1, 2021 - September 30, 2022			Cummings		
#	OH Type	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
1	Basic Overhaul	Cummins ISL G8.9L CNGs	100	\$ 20,471.40	\$ 2,047,140.00
2	Overhaul A	Cummins ISL G8.9L CNG In-Frame + Crankshaft	4	\$ 24,753.21	\$ 99,012.84
3	Overhaul B	Cummins ISL G8.9L CNG In-Frame + Camshaft	5	\$ 21,177.28	\$ 105,886.40
4	Basic Overhaul	Cummins B 5.9	0	\$ 15,395.72	\$ -
5	Basic Overhaul	Cummins Diesel ISX-450	0	\$ 29,132.52	\$ -
6	Basic Overhaul	Cummins ISL G8.9L NZ	16	\$ 18,999.92	\$ 303,998.72
7	Overhaul A	Cummins ISL G8.9L NZ In-Frame + Crankshaft	2	\$ 23,281.73	\$ 46,563.46
8	Overhaul B	Cummins ISL G8.9L NZ In-Frame + Camshaft	2	\$ 19,705.80	\$ 39,411.60
9	Basic Overhaul	Cummins ISX-450 G NZ	1	\$ 21,125.14	\$ 21,125.14
California Sales Tax 7.75% (on taxable items only)					\$ 10,790.40
	Cummins Engine OH Total Amount for Option Year Two \$ 2,663,138.16				

GROUP III - CUMMINS CNG OVERHAULS				
		Cummings		
Total Year 1: October 1, 2017 - September 30, 2018	\$	2,699,998.61		
Total Year 2: October 1, 2018 - September 30, 2019	\$	2,356,554.82		
Total Year 3: October 1, 2019 - September 30, 2020	\$	2,190,568.91		
Total Option Year 1: October 1, 2020 - September 30, 2021	\$	2,605,793.43		
Total Option Year 2: October 1, 2021 - September 30, 2022	\$	2,663,138.16		
GRAND TOTAL - BASIS OF AWARD		12,516,053.93		



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Agenda Item No. 15

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 14, 2017

SUBJECT:

AGREEMENT WITH COMMUNITY HOUSING WORKS FOR AN AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES GRANT PROGRAM APPLICATION

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer to sign a transit agreement with Community Housing Works (CHW) (in substantially the same format as Attachment A) for the transfer of funds to MTS for a bus purchase to support additional transit service.

Budget Impact

A total of approximately \$1.7 million from CHW would be deposited into MTS's Capital Improvement Program towards the purchase of three standard 40' CNG-powered transit buses. This funding would be a direct offset of the costs to MTS for the provision of added bus service in the Southcrest area as outlined in the draft agreement.

DISCUSSION:

The Affordable Housing and Sustainable Communities (AHSC) Program is a statewide competitive grant program administered by the Strategic Growth Council (SGC) and funded through California cap-and-trade auction proceeds that provide funding for projects that will reduce greenhouse gas (GHG) emissions and benefit state-designated disadvantaged communities. MTS similarly worked with Domus Development on an AHSC grant during a previous funding cycle. Because the AHSC Program targets GHG emission reductions, grant applications with transit agencies are encouraged to emphasize added service to increase transit ridership, thus lowering vehicle miles traveled.









Developer applicants receive points in the grant process for including funding of transit or active transportation improvements. CHW's proposal is to contribute approximately \$1.7 million towards MTS's Capital Improvement Program (CIP) to be used for the purchase of three buses to support added service on Route 955, which operates along South 43rd St., one block east of the proposed project site on Keeler Court in Southcrest, San Diego. The route directly connects the site to the Euclid Avenue Transit Center, while travelling between the 8th Street Transit Center in National City and San Diego State University. Route 955 was recommended in the Transit Optimization Plan (TOP) to have a weekday headway increase from every 15 minutes to every 12 minutes.

This grant proposes that the savings realized in the annual CIP would be reinvested in Route 955, affording MTS the opportunity to implement the TOP recommendation beginning in late January 2018. Other additional service may also be supported by the grant funds, and could include added weeknight and/or weekend service on Route 955. The new service would be operated with alternative buses until the new buses could be ordered at the next procurement of standard 40' CNG buses. At the point that the CIP savings funds are exhausted, the added service would either be discontinued or sustained with funding from MTS's regular operations budget, if it performs successfully.

MTS would benefit from this program in two ways: it would receive capital funds for purchasing buses that would support added TOP-recommended service in Southcrest, National City, Lincoln Park, Oak Park, and City Heights, traditionally transit-supportive areas; and, it would increase the supply of affordable housing in a transit-oriented development that would provide a permanent source of additional ridership for bus and Trolley services in southern San Diego.

Community Housing Works intends to submit their AHSC application to the SGC in January 2018. The Board of Directors is asked to authorize the CEO to sign a transit agreement with CHW to allow: 1) CHW's submittal of an AHSC grant application with MTS as a supporting agency; and 2) transfer of project funds to MTS's CIP and the service improvements as detailed in the draft agreement (Attachment A).

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

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

Attachments: A. DRAFT MTS-Community Housing Works Agreement

B. Route 955 Map

DRAFT TRANSIT AGREEMENT

This Transit Agreement ("Agreement") is made and entered into as of _	, 2017
("Effective Date"), by and between COMMUNITY HOUSING WORKS, a	a California non-profit
company ("CHW"), and the METROPOLITAN TRANSIT SYSTEM ("MT	S"), and is made with
reference to the recitals set forth below:	

RECITALS

- A. CHW is developing certain real property in the City of San Diego, California as an affordable housing community known as Keeler Court.
- B. In connection with the development of Keeler Court, CHW is applying for an Affordable Housing and Sustainable Communities ("AHSC") grant through the State of California Strategic Growth Council (SGC).
- C. The AHSC program funds land-use, housing, transportation, and land preservation projects to support infill and compact development that reduces greenhouse gas emissions by improving mobility options and increasing infill development, which decrease vehicle miles traveled and associated greenhouse gas and other emissions.
- D. CHW and MTS have concurred that purchasing a bus that could be used to enhance transit frequency and service levels on routes that pass the Keeler Court site would be the most effective and expeditious method of achieving the goals of the AHSC program.
- E. CHW will contribute \$1.7 million to MTS's Capital Improvement Program towards the purchase of three standard 40 foot transit buses ("bus purchase") to support the provision of added transit service.
- F. MTS will utilize Capital Improvement Program savings from CHW's bus purchase to fund additional service on bus lines that serve the Keeler Court project.
- G. CHW and MTS now wish to enter into this Agreement for the purpose of addressing the expenditure of the Transit Funds.

AGREEMENT

NOW, THEREFORE, CHW and MTS agree as follows:

1. Bus Purchase. The buses purchased as part of this agreement shall be a standard MTS forty-foot transit buses, of the type used on Route 955. The funds from this agreement will be deposited into MTS' Capital Improvement Program (CIP) for the year following the year the funds are received. In the event that MTS is not ordering or receiving any like buses in that capital year, the funds will be expended in the next year when such purchase is made by MTS. The buses purchased with these funds are not specific vehicles, and it may be deployed on Route 955 or any other route in the MTS system. They will be assigned to the appropriate operating division as determined by MTS. They will not differ from any other buses in their same order.

The agreed to amount of \$1.7 million is CHW's maximum contribution towards the bus purchase. Capital costs for the bus purchase that exceed this amount will be paid by MTS.

- 2. Additional Service: To support the goals of the AHSC program, MTS will utilize \$1.7 million in savings from its CIP budget to support additional service on Route 955 (actual route number is subject to change at MTS discretion).
- 3. MTS will begin the enhanced services effective with the first regular MTS shake-up date following the AHSC grant application due date. The service requirement shall expire after the \$1.7 million in funds is exhausted, with no further obligation of MTS (as part of this agreement) to CHW, SGC, the State of California, or any other entity.
- 4. Baseline service is the MTS September 2017 schedule. As of September 2017, there is a recommendation to increase weekday service on Route 955. Funds from the bus purchase will pay the gross operating costs for the following service enhancement:
 - A. Minimum 12-minute headway along the entire Route 955 during the base weekday schedule (approximately 6am 6pm), operating between the 8th Street Transit Center in National City and the San Diego State University Transit Center in San Diego.
 - B. Weeknight and weekend service enhancements if warranted by ridership demand, as determined by MTS and agreed to by CHW in advance of implementation.
- 5. Any added service will be a minor service adjustment, as defined by MTS Board Policy 42, and shall not require a major service change process for implementation or discontinuation.
- 6. At the conclusion of the operating period identified in Section 3 above, MTS may discontinue the added service or continue operating it with its own funds, at MTS' discretion.
- 7. Indemnification. MTS shall indemnify, defend (with counsel satisfactory to CHW) and hold harmless CHW, its parents, members, managers, partners, officers, employees, subsidiaries, affiliates and agents (collectively "CHW Parties") from and against any and all losses, claims, costs, demands, liabilities or damages ("Loss") arising out of MTS's breach of this Agreement or use of the Transit Funds.

CHW shall indemnify, defend (with counsel satisfactory to MTS) and hold harmless MTS, its parents, members, managers, partners, officers, employees, subsidiaries, affiliates and agents from and against any and all losses, claims, costs, demands, liabilities or damages ("Loss") arising out of CHW's breach of this Agreement.

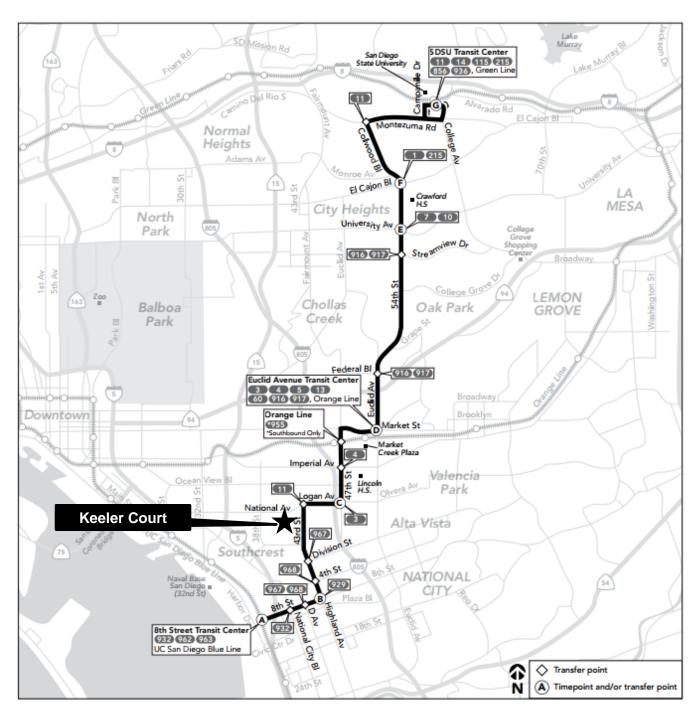
- 8. Miscellaneous.
- 8.1 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, all of which shall be deemed one original and complete instrument.
- 8.2 <u>Time</u>. Time is of the essence for the performance of all obligations and the satisfaction of all conditions of this Agreement.

- 8.3 <u>Covenant of Further Assurances</u>. CHW and MTS each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Agreement.
- 8.4 <u>Governing Law</u>. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of California.
- 8.5 <u>Authority</u>. Each party signing this Agreement has the right, power, legal capacity and authority to enter into and perform its obligations under the Agreement.

IN WITNESS WHEREOF, the parties have executed this Transit Service Agreement of the first date set forth above.

"CH	W"	"MTS"
	MMUNITY HOUSING WORKS, alifornia non-profit company	METROPOLITAN TRANSIT SYSTEM
Ву:	Community Housing Works, LLC, a California non-profit company, its Managing General Partner By: ####, President	By: Title:
		Approved as to form:
		By: Office of General Counsel

Route 955 Map





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Agenda Item No. 30

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 14, 2017

SUBJECT:

2018 TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM (TIRCP) GRANT APPLICATIONS (SHARON COONEY)

RECOMMENDATION:

That the Board of Directors authorize the Chief Executive Officer (CEO) to submit applications for TIRCP grants for the Blue Line Rail Corridor Transit Improvement Project and the Zero Emission Bus Pilot Project and Fleet Replacement.

Budget Impact

TIRCP grant awards would have a budget impact in the year the awards are accepted by MTS. There are no matching requirements for this program. However, projects with a higher portion of local matching funds are more competitive than those with a lower portion of local matching funds. In addition, using match funding from other State Cap and Trade and Senate Bill 1 programs is encouraged. Staff will propose a strategy for matching funding.

DISCUSSION:

Background

The Transit and Intercity Rail Capital Program (TIRCP) is a discretionary grant program that was created by Senate Bill 862 (Chapter 36, Statutes of 2014) and modified by Senate Bill 9 (Chapter 710, Statutes of 2015) to provide grants from the Greenhouse Gas Reduction Fund to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicles miles travelled, and congestion.









Funding

Senate Bill 9 requires this grant cycle to approve a five-year program of projects starting with the 2018-2019 fiscal year and ending with the 2022-2023 fiscal year. Funding for this five-year cycle may significantly increase due to legislation passed in 2017. First, Senate Bill 1 (SB1) provides a historic funding increase for transportation with an estimated \$1.4 billion directed to the Transit and Intercity Rail Capital Program from the Public Transportation Account for new programming in this cycle. Second, Assembly Bill 398 (Chapter 135) extended the Cap and Trade Program from 2020 through 2030, potentially providing an estimated \$1 billion in Greenhouse Gas Reduction Funds to this program during the five-year programming period. In total, approximately \$2.4 billion is expected to be available for project awards during this five-year program. While these amounts are reasonable estimates as of the date of publishing guidelines, funding from both sources are subject to impacts from market forces and the potential of repeal.

Program Goals and Objectives

The goals of the TIRCP are to provide monies to fund transformative capital improvements that modernize California's intercity rail, bus, ferry, and rail transit systems to achieve all of the following objectives:

- 1) Reduce emissions of greenhouse gases
- 2) Expand and improve transit service to increase ridership
- 3) Integrate the rail service of the state's various rail operations, including integration with the high-speed rail system
- 4) Improve transit safety

Eligible Projects

Projects eligible for funding under the program include, but are not limited to, the following:

- Rail capital projects, including the acquisition of rail cars and locomotives, and the facilities to support them, that expand, enhance, or improve existing rail systems and connectivity to existing and future transit systems, including the high-speed rail system
- 2) Intercity, commuter, and urban rail projects that increase service levels, improve reliability, or decrease travel times. These projects may include infrastructure access payments to host railroads in lieu of capital investments, efforts to improve existing rail service effectiveness with a focus on improved operating agreements, schedules, and minor capital investments that are expected to generate increased ridershjip, as well as larger scale projects designed to achieve significantly larger benefits.
- 3) Rail, bus, and ferry integration implementation, including: integrated ticketing and scheduling systems and related capital investments (including integration with bus or ferry operators); projects enabling or enhancing shared-use corridors without increasing net air pollution; related planning efforts focused on but not limited to, delivery of integrated service not requiring major capital investment; and other service integration initiatives
- 4) Bus rapid transit and other bus and ferry transit investments to increase ridership and reduce greenhouse gas emissions, including capital investments and/or implementing transit effectiveness studies as a component of the capital investment, which will contribute to restructured and enhanced service.

Summary: MTS Grant Proposal Contents

MTS staff is currently developing a five-year program of projects to include in the 2018 TIRCP application submission. Two separate applications are proposed for submittal: Blue Line Rail Corridor Transit Improvement Project and the Zero Emission Bus Pilot Project and Fleet Replacement. Cost estimates, programming year, and the list of projects are subject to change before the submission deadline of January 12, 2018. Figure 1 below includes the current draft of the program of projects.

Figure 1 – MTS Program of Projects for 2018 TIRCP Grant Application

Draft 2018 TIRCP Consolidated Budget

Application 1 - Zero Emission Bus Pilot and Fleet Replacement						
Project	Total	FY19	FY20	FY21	FY22	FY23
Zero-Emission Bus Pilot Project and Fleet Replacement	43,255	9,831	ı	10,814	11,138	11,472
Total Cost	43,255	9,831	-	10,814	11,138	11,472

Application 2 - Blue Line Rail Corridor Transit Enhancements						
Project	Total	FY19	FY20	FY21	FY22	FY23
Beech Street Double Crossover	5,065	450	1	4,614	-	-
Middletown Double Crossover	6,222	ı	1	6,222	-	-
America Plaza Pedestrian Enhancements	2,000	200	1	1,800	-	-
Old Town Transit Center West Enhancments	2,367	2,367	1	-	-	-
Operations: 15-minute Service from Santa Fe Depot to Old Town	6,550	ı	1		3,275	3,275
Blue Line - Increased Light Rail Service	22,203	3,017	-	12,636	3,275	3,275
Beyer Track and Slope Repair	5,540	5,540	-	-	-	-
Sante Fe Depot/Kettner Track Replacement	1,300	125	-	1,175	-	-
Green Line IMT Double Tracking Design/Construction	10,000	1,000	1	9,000	-	-
Blue Line Substation Replacement (6 locations)	12,600	600	-	12,000	-	-
A Yard Turnouts, Newton Crossover, IMT Diamonds	2,500	300	1	2,200	-	-
Blue Line - State of Good Repair/Performance Improvements	31,940	7,565	-	24,375	-	-
Blue Line Feeder Bus Service (23 Articulated Buses)	24,178	-	-	24,178	-	-
Rapid 725 Operations	4,400	-	-	-	2,200	2,200
Rapid 925 Operations	3,000	-	i	-	1,500	1,500
Blue Line - New BRT Feeder Service	31,578	-	-	24,178	3,700	3,700
Total Cost	85,721	10,582	-	61,189	6,975	6,975

Total 2018 TIRCP Projects						
Project	Total	FY19	FY20	FY21	FY22	FY23
Zero Emission Bus Pilot Project and Fleet Replacement	43,255	9,831	-	10,814	11,138	11,472
Blue Line Rail Corridor Transit Enhancements	85,721	10,582	-	61,189	6,975	6,975
Grand Tota	128,976	20,413	-	72,003	18,113	18,447

Detail: MTS Grant Proposal Contents

Application 1: Zero Emission Bus Pilot Project and Fleet Replacement

This project includes the procurement of eight zero emission buses (ZEBs), associated fueling/charging infrastructure, and consulting services to implement a ZEB pilot program at MTS. The pilot program will allow MTS to collect data and analyze ZEB performance in a variety of operating environments. Insight gained from the pilot will assist MTS in creating the optimal ZEB deployment strategy going forward. MTS is also

requesting funds to replace ten CNG buses per year with ZEBs between fiscal year 2021 and fiscal year 2023.

Capital Improvements: 8 plus 30 ZEBs, Related Fueling/Electrification

Infrastructure

Service Enhancements: N/A

Application 2: Blue Line Rail Corridor Transit Improvement Project

This five year Project builds on other investments that the region is making in the important transit corridor from the International Border to the University of California San Diego and University City in northern San Diego (Blue Line Rail Corridor). The Blue Line Rail Corridor serves a number of Disadvantage Communities (DAC) as defined by the California Environmental Protection Agency. The project consists of three categories of improvements:

• Increased Light Rail Service. The project would fund capital investments in the corridor between Santa Fe Depot and the Old Town Transit Center (OTTC) to accommodate increased rail service to begin in 2021 with the completion of the \$2 billion MidCoast Extension of the Blue Line. Planned improvements would allow for the increase to 7.5 minute headways in this link between Downtown San Diego, the light rail extension underway, and numerous bus routes, including the regional Bus Rapid Transit routes. To support these capacity enhancements, the project would include an expanded transit center at OTTC. In addition pedestrian access and signage improvements at the Santa Fe Depot/America Plaza transportation hub would improve access to and integration with interregional rail (Amtrak, Metrolink, Coaster) and bus service to the San Diego International Airport (Airport Flyer/992). This project builds on Blue Line capacity improvements funded by a previous TIRCP award.

Capital Components: Beech Street and Middletown Double Crossovers, America Plaza Pedestrian Enhancements, Old Town Transit Center (West) Service Enhancements: Extension of the Blue Line from America Plaza to OTTC on 15 minute headways; effective doubling of the service levels in this part of the rail corridor, starting in 2021.

• State of Good Repair/ Performance Improvements. Building on the \$600 million the region invested to upgrade and repair the Blue Line Rail Corridor, this project includes a number of infrastructure improvements. These infrastructure projects improve the efficiency and performance of the line, while enhancing safety and ensuring the reliability of service, key attractions for transit passengers.

Capital Improvements: Beyer Track and Slope, A Yard Turnouts, Newton Crossover, Imperial Avenue Transit Center (IMT) Diamond, America Plaza/Santa Fe Depot Track Replacement, Green Line Double Tracking /IMT Design/Construction

Service Enhancements: N/A

• New Bus Rapid Transit (BRT) Feeder Bus Service. As part of this project, two new BRTs would serve the growing need for access to the rail corridor in the South Bay. On-going operation of these bus services is proposed to be funded by

increased State Transit Assistance formula funding associated with SB 1. The net annual cost to operate would be approximately \$3.7 million.

Rapid 725 in Chula Vista would connect the Blue Line (H Street Transit Center), Southwestern College, and Millenia in eastern Chula Vista. This BRT would have the added benefit of connecting to the South Bay BRT which is under construction and set to open in 2019. Rapid 725 would also build on the City of Chula Vista's "Smart City" investments in Advanced Transportation and Congestion Management Technologies. Rapid 725 would increase access to Southwestern College, an important regional institution which provides exceptional yet affordable higher education.

Capital Components: Rapid Buses (12 articulated, branded buses), Transit Amenities such as Next Bus Arrival Signs, Signal Priority, Rapid Signage/Pylons, Shelters

Service Enhancements: Weekday BRT service on 7.5 minute peak headways

Rapid 925 would operate from the City of Imperial Beach to the Blue Line (Iris Transit Center), then from the Blue Line to the easternmost International Border crossing at the Otay Mesa Transit Center. This border crossing is increasingly popular as an alternative to the western border crossings and the area around Otay is significantly impacted by the extensive trucking activity. Transit provides mitigation against the congestion and polluting effects of vehicular traffic in this DAC.

Capital Improvements: Rapid Buses (11 articulated, branded buses), Transit Amenities such as Next Bus Arrival Signs, Signal Priority, Rapid Signage/Pylons, Shelters
Service Enhancements: Weekday BRT service on 7.5 minute peak headways;

weekends, 30 minutes

Next Steps

Staff will continue to refine the projects, costs, and funding strategy, and prepare applications in time for the January 12 deadline for submittal.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

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



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Agenda Item No. 31

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 14, 2017

SUBJECT:

REVISIONS TO SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS)
ORDINANCE NO.11, PROVIDING FOR THE LICENSING AND REGULATION OF
TRANSPORTATION SERVICES WITHIN THE CITY BY THE ADOPTION OF A
UNIFORM PARATRANSIT ORDINANCE (KENNETH NELSON & SAMANTHA LESLIE)

RECOMMENDATION:

That the Board of Directors:

- 1) Adopt the proposed amendments to MTS Ordinance No. 11, an Ordinance Providing for the Licensing and the Regulating of Transportation Services within the City by the adoption of a Uniform Paratransit Ordinance (Attachment A);
- 2) Direct publication of a summary of the amendments to MTS Ordinance No. 11; and
- 3) Upon adoption of the proposed amendments, authorize the Chief Executive Officer the discretion to enforce MTS Ordinance No. 11 in its amended form.

Budget Impact

None with this action.

DISCUSSION:

MTS Ordinance No. 11 provides for the licensing and regulating of transportation services. On September 12, 2017 the Workshop on Regulatory Matters (WORM) Subcommittee proposed revisions to MTS Ordinance No. 11 in order to ease certain operating costs associated with MTS Ordinance No.11.

On September 20, 2017, the MTS Taxicab Advisory Committee approved the proposed revisions and requested that MTS Taxicab Administration Staff work with WORM to









finalize the revisions. On November 13, 2017, a WORM Subcommittee meeting was held. Although a quorum was not met at the November 13, 2017 WORM Subcommittee, MTS Taxicab Administration did receive valuable feedback on the proposed revisions. The proposed revisions recommended by WORM and TAC are included below. MTS Taxicab Administration Staff is also recommending additional revisions in an effort to clarify certain sections within MTS Ordinance No. 11 and to further assist in easing operating costs.

MTS Ordinance No. 11, Various Sections throughout Ordinance

Revise references of "radio services" to "dispatch services". The use of radio dispatch service is outdated. In addition, MTS Ordinance No. 11 states that the taxicab color scheme and company name need to be sufficiently distinctive so as not to cause confusion with other for hire vehicles already operating. The proposed revision would remove this requirement and make it optional.

MTS Ordinance No. 11, Section 1.1 (v)

MTS Ordinance No. 11, Section 1.1 (v) defines a nonemergency medical vehicle as one that transports physically and/or mentally disabled persons, regardless of whether specialized transportation equipment or assistance is needed, for primarily medical purposes, over the public streets of the city. The proposed revisions would remove the terms "physically and/or mentally disabled" so enforcement efforts are focused on the nature of the trip, instead of the physical or mental condition of the passengers.

MTS Ordinance No. 11, Section 1.3 (a) (1) and 1.8 (c)

MTS Ordinance No. 11, Section 1.3 (a) (1) and 1.8 (c) requires every permit holder to maintain a business address and a mailing address to accept mail directed to his or her company. The proposed revision would prohibit the use of a Postal Office Box or the address of a dispatch service for this purpose.

MTS Ordinance No. 11, Section 1.8 (h) (2)

MTS Ordinance No. 11, Section 1.8 (h) (2) currently states what condition the taxicab vehicle must be in. The proposed revisions would additionally require that the exterior paint be free from excessive fading.

MTS Ordinance No. 11, Section 1.8 (i)

MTS Ordinance No. 11, Section 1.8 (i) requires each for hire vehicle (except taxicabs) to be equipped with a fire extinguisher, emergency reflectors and a first aid kit. The proposed revision would allow Low Speed Vehicles (LSV) to be exempt from this requirement.

MTS Ordinance No. 11, Section 1.8 (j)

MTS Ordinance No. 11, Section 1.8 (j) allows a permit holder to utilize a "spare" for hire vehicle to temporarily replace a permitted for-hire vehicle, in the event the permitted vehicle needs to be taken out of service due to being involved in an accident or undergo mechanical maintenance, for a period not to exceed 60 days. The proposed revisions clarify this requirement and reduce the use period from 60 to 30 days.

MTS Ordinance No. 11, Section 1.8 (I)

MTS Ordinance No. 11, Section 1.8 (I) states that only certain limited information shall be displayed within 18 inches from the card containing the medallion number and company information. The proposed revision would remove the 18 inch distance

restriction and would allow the potential to display advertisements, as described further below.

MTS Ordinance No. 11, Section 1.8 (m)

The proposed revisions to MTS Ordinance No. 11, Section 1.8 (m) would allow the display of advertisements on the interior or exterior of the vehicle, if in accordance with MTS Board Policy No. 21, Revenue-Generating Display Advertising, Concessions, and Merchandise, any guidelines developed by the Chief Executive Officer, and the provisions of this Ordinance. Advertisements shall not be displayed without prior approval from MTS. Allowing the display of advertisements may result in additional revenue for taxicabs and other for hire vehicles.

MTS Ordinance No. 11, Section 1.8 (n)

The proposed revisions to MTS Ordinance No. 11, Section 1.8 (n) provides further clarification for the driver of each for hire vehicle to be in possession, or for each for hire vehicle to be equipped with, a current map of the city (no older than 2 years) or an electronic device able to produce a GPS enabled map.

MTS Ordinance No. 11, Section 1.8 (o)

MTS Ordinance No. 11 Section 1.8 (o) currently requires that rates of fare charged for a for-hire vehicle shall be clearly displayed. The proposed revisions to MTS Ordinance would only require that the maximum rates of fare be clearly and conspicuously displayed in the interior of the vehicle.

MTS Ordinance No. 11, Section 1.12 (e)

MTS Ordinance No. 11, Section 1.12 (e) requires every person who operates a for hire vehicle (except Non-Emergency Medical,) to successfully complete an MTS approved driver training course. With the recent growth of medical transportation service companies, the proposed revision would remove the exemption for non-emergency medical transportation vehicles and would require every driver of an MTS permitted for hire vehicle to successfully complete the driver course.

MTS Ordinance No. 11, Section 1.18 (a) (1)

MTS Ordinance No. 11, Section 1.18 defines the exception to provisions of this Ordinance. The proposed revisions to Section 1.18 (a) (1) would clarify the exemption to vehicles properly licensed under the jurisdiction of the California Public Utilities Commission unless such vehicle also provides transportation services regulated by MTS under this Ordinance.

MTS Ordinance No. 11, Section 2.2 (c) (3)

MTS Ordinance No. 11, Section 2.2 (c) (3) requires a taxicab permit holder to prominently post rates in on the upper third part of both rear doors. The proposed revision would remove this sub-section in its entirety. This requirement to post rates of fare would be met by the proposed revisions to Section 1.8 (o).

MTS Ordinance No. 11, Section 2.2 (c) (4)

MTS Ordinance No. 11, Section 2.2 (c) (4) states no information other than the one authorized by this Ordinance shall be posted in the rear doors. The proposed revision would remove this section to allow the display of advertisements in a manner authorized by MTS.

MTS Ordinance No. 11, Section 2.2 (e) (1)

MTS Ordinance No. 11, Section 2.2 (e) (1) states the taximeter shall be of a style and design approved by the Chief Executive Officer. The proposed revision would remove this section as MTS will admit all taximeters if approved by the California Department of Food and Agriculture, Division of Weights and Measures.

MTS Ordinance No. 11, Section 2.3 (b)

MTS Ordinance No. 11, Section 2.3 (b) states each taxicab shall be equipped with a device which shall plainly indicate to a person outside the taxicab whether the taximeter is in operation or is not in operation. Currently, the only way taxicabs meet this requirement is through a vehicle top sign. Technological advancements now allow enforcement personnel to ascertain from outside the taxicab whether the taximeter is in operation. The proposed revisions would make this equipment requirement optional for those vehicles equipped with such technologies.

MTS Ordinance No. 11, Section 2.3 (c)

MTS Ordinance No. 11, Section 2.3 (c) describes mandatory exterior taxicab markings. The proposed revisions would allow the ability for taxicabs to follow the current mandatory exterior marking scheme or follow a new exterior marking scheme that would only require the permit holders trade name and medallion number markings on the rear doors or rear quarter panels. The proposed revisions will: allow substantial savings in new or replaced taxicab vehicle markings; allow taxicabs to provide exterior advertisements in a manner authorized by MTS; and allow taxicabs to operate with current paint scheme and marking requirements if so chosen.

MTS Ordinance No. 11, Section 2.3 (h)

MTS Ordinance No. 11, Section 2.3 (h) states each permit holder shall equip each permitted taxicab with a device capable of electronically processing credit card transactions. It requires for these devices to be independently operated of the driver and to be electronically linked to the taxicab fare meter. The proposed revisions would remove the requirement that a device must be electronically linked to the taxicab fare meter and allow lease drivers and permit holders to use alternative credit card acceptance equipment so long as it complies with the provisions set forth in Section 1.8 (q) of this Ordinance. The proposed revisions also would require that the permit holder or dispatch service be the merchant of record for the credit card acceptance device.

MTS Ordinance No. 11, Section 2.4 (d)

MTS Ordinance No.11, Section 2.4 (d) requires LSV operators to carry a current list of MTS approved dispatch service organizations. The proposed revision would remove this requirement. As further discussed below in the proposed amendments in Section 7.6 (c), LSVs will no longer be required to have a dispatch service.

MTS Ordinance No. 11, Section 2.4 (t)

The proposed revisions would add MTS Ordinance No. 11, Section 2.4 (t) the requirement that the taxicab company or the driver of the taxicab notify the passenger of the applicable rate prior to the passenger accepting the ride for walkup rides and street hails. Since it is being proposed that only the maximum rate of fare be posted within the interior passenger compartment, notification of the rate of fare charged if less than the maximum rate of fare should be provided to the passenger.

MTS Ordinance No. 11, Section 2.6 (b) and (d)

Section 2.6 (b) and (d) requires dispatch service organizations to maintain a listing in a major telephone directory and prohibits more than two dispatch service organizations from sharing the same office location unless otherwise approved by MTS. The proposed revisions removes the requirement for the dispatch service to advertise in a telephone directory and allows for more than two dispatch services to share location and dispatching resources.

MTS Ordinance No. 11, Section 2.7 (a)

MTS Ordinance No. 11, Section 2.7 (a) states no taxicab vehicle or LSV shall be operated unless such vehicle is equipped with an emergency signaling device. Emergency signaling devices are linked to taxicab top signs and LSVs are not required to be equipped with top signs. In addition, since LSVs operate in restricted geographical boundaries, mostly during business hours, it may be that additional emergency features may not be as necessary as they are for taxicabs. The proposed revisions would exempt LSV from the requirement of being equipped with emergency signaling.

MTS Ordinance No. 11, Section 3.2 (c)

MTS Ordinance No. 11, Section 3.2 (c) states the requirements for charter for hire vehicle trip logs. The proposed revisions would allow the passenger's name be omitted for medical trips for confidentiality purposes.

MTS Ordinance No. 11, Section 5.1 (c)

MTS Ordinance No. 11, Section 5.1 (c) requires the rates of fare for Non-Emergency Medical vehicles on file with MTS to be displayed. Changes in the industry allow for most Non-Emergency Medical transportation companies to obtain compensation from public and private health plans. The proposed revisions would make the posting of rates of fare optional.

MTS Ordinance No. 11, Section 7.6 (a)

MTS Ordinance No. 11, Section 7.6 (a) requires LSVs to be equipped with a device that plainly indicates whether the LSV is in operation or not. Unlike taxicabs, LSVs are not required to be equipped with top signs, which is the only way to indicate the status of operation for a for-hire vehicle. The proposed revision simplifies this requirement by allowing LSVs to use an out of service sign to indicate if they are in operation or not.

MTS Ordinance No. 11, Section 7.6 (b) (1), (2)

MTS Ordinance No. 11, Section 7.6 (b) (1), (2) require LSVs to display the permit holder's trade name and medallion number in both the front and rear of the vehicle. Due to vehicle construction and limited surface space, the proposed revisions would remove the requirement to display the permit holder's trade name and instead only require the posting of the vehicle medallion number in the front of the LSV. The new available surface space may allow for the display of exterior advertisements.

MTS Ordinance No. 11, Section 7.6 (c)

MTS Ordinance No. 11, Section 7.6 (c) and requires LSVs to be equipped and operated so they may be dispatched through a radio dispatch service. The proposed revision removes the dispatch requirement for LSVs and clarifies that the LSV business storefront is used to handle such duties as processing lost and found items.

All other proposed revisions to MTS Ordinance No. 11 that are not described here are minor and non-substantive.

/s/ Paul C. Jablonski_____

Paul C. Jablonski Chief Executive Officer

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

Attachment: A. Redline Draft of Amended MTS Ordinance No. 11

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

CODIFIED ORDINANCE NO. 11 (as amended through October 13, 2016December 14, 2017)

An Ordinance Providing for the Licensing and the Regulating of Transportation Services Within the City by the Adoption of a Uniform Paratransit Ordinance

MTS CODIFIED ORDINANCE NO. 11

TABLE OF CONTENTS

Description	<u>Page No.</u>
SECTION 1.0 - GENERAL REGULATIONS	<i>^</i>
Section 1.1 - Definitions	1
Section 1.2 - Operating Permits	4
Section 1.3 – Application for Permit	5
Section 1.4 - Issuance of Permit	6
Section 1.5 - Transfer and Administration of Permits	7
Section 1.6 – Blank	8
_Section 1.7 - Blank	8
Section 1.8 - Equipment and Operating Regulations	8
Section 1.9 - Public Liability	15
Section 1.10 - Financial Ownership and Operating Records: Reporting Requirements	15
Section 1.11 - Destruction, Permanent Replacement or Retirement of For-Hire Vehicles	17
Section 1.12 - Driver's Identification Cards	18
Section 1.13 - Suspension and Revocation of Permit	20
Section 1.14 - Suspension and Revocation of Driver's Identification Cards	22
Section 1.15 - Surrender of Medallion	23
Section 1.16 - Right of Administrative Appeal from Denial, Suspension or Revocation of Permit of Identification Card or Related Adverse Action	
Section 1.17 - Procedure Upon Administrative Appeal	23
Section 1.18 - Exceptions to Provisions	24
_Section 1.19 - Chief Executive Officer's Authority to Adopt Rules and Promulgate a Schedule of	Fines 25
Section 1.20 - Americans with Disabilities Act	25
SECTION 2.0 – TAXICABS AND/OR LSVs	25
Section 2.1 - Types of Service	25
Section 2.2 - Rates of Fare	25
Section 2.3 - Equipment and Specifications	27
Section 2.4 - Operating Regulations	30
Section 2.5 - Stands	33
Section 2.6 - Radio-Dispatch Services	
Section 2.7 - Driver Safety Requirements	36
SECTION 3.0 - CHARTER VEHICLES	36
Section 3.1 - Rates of Fare	36

Section 3.2 - Operating Regulations	37
SECTION 4.0 - SIGHTSEEING VEHICLES	37
Section 4.1 - Rates of Fare	37
Section 4.2 - Operating Regulations	38
SECTION 5.0 - NONEMERGENCY MEDICAL VEHICLES	38
Section 5.1 - Rates of Fare	38
Section 5.2 - Operating and Equipment Regulations	38
Section 5.3 - Driver Identification Cards	39
SECTION 6.0 - JITNEY VEHICLES	39
Section 6.1 - Rates of Fare	39
Section 6.2 - Jitney Routes	39
Section 6.3 – Operating Regulations	40
Section 6.4 - Jitney Holding Zones	41
Section 6.5 - Equipment and Specifications	41
SECTION 7.0 – LOW-SPEED VEHICLES	42
Section 7.1 – Low-Speed Vehicle (LSV) Definition	42
Section 7.2 – Establishment of Zones	42
Section 7.3 – Zone Rates of Fare	42
Section 7.4 – Spare Vehicle Policy	43
Section 7.5 – LSV Driver Identification Cards	44
Section 7.6 - Equipment and Specifications	44
SECTION 8 - EFFECTIVE DATE OF ORDINANCE	45

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

CODIFIED ORDINANCE NO. 11 (as amended through October 13, 2016December 14, 2017)

An Ordinance Providing for the Licensing and the Regulating of Transportation Services Within the City By the Adoption of a Uniform Paratransit Ordinance

SECTION 1.0 - GENERAL REGULATIONS

Section 1.1 - Definitions

The following words and phrases, wherever used in this section, shall be construed as defined in this section, unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases.

- (a) "Association" shall mean an incorporated or unincorporated group of persons united for some purpose related to the operation of for-hire vehicles.
 - (b) "Board" shall mean the Board of Directors of the San Diego Metropolitan Transit System.
- (c) A "low-speed vehicle" is a motor vehicle, other than a motor truck, having four wheels on the ground and an unladen weight of 1,800 pounds or less, that is capable of propelling itself at a minimum speed of 20 miles per hour and a maximum speed of 25 miles per hour, on a paved level surface. For the purposes of this section, a "low-speed vehicle" is not a golf cart, except when operated pursuant to California Vehicle Code Section 21115 or 21115.1.
 - (d) "Charter vehicle" shall mean every vehicle which:
 - (1) Transports passengers or parcels or both over the public streets of the City;
 - (2) Is routed at the direction of the hiring passenger;
 - (3) Is prearranged in writing for hire;
 - (4) Is not made available through "cruising"; and
- (5) Is hired by and at the service of a person for the benefit of himself or herself or a specified group.
- (e) "City" and "Cities" shall mean the incorporated areas of the Cities of El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee and any other City that has entered into a contractual agreement with MTS for the licensing and regulation of transportation services.
- (f) "Compensation" shall mean any money, thing of value, payment, consideration, reward, tip, donation, gratuity or profit paid to, accepted, or received by the driver or owner of any vehicle in exchange for transportation of a person, or persons; whether paid upon solicitation, demand or contract, or voluntarily, or intended as a gratuity or donation.

- (g) "Cruising" shall mean the movement over the public streets of a taxicab or low-speed vehicle (LSV) in search of prospective passengers; except the term does not include either the travel of a taxicab or LSV proceeding to answer a call for service received by telephone or radio from an intended passenger or the travel of such a vehicle, having discharged a passenger or passengers, returning to the owner's place of business or to its established point of departure.
- (h) "Days" shall mean working days, exclusive of weekends and holidays for which MTS offices are closed.
- (i) "Doing business" shall mean accepting, soliciting or transporting passengers for hire or compensation in a City.
 - (j) "Driver" shall mean every person operating any for-hire vehicle.
- (k) "Driver's identification card" shall mean license, issued pursuant to this Ordinance, which permits a person to drive a for-hire vehicle within the City.
- (I) "Employ" as used in this Ordinance includes any form of agreement or contract under which the driver may operate the permit holder's for-hire vehicle.
- (m) "Exclusive ride" shall mean exclusive use of a for-hire vehicle by one or more related passengers at a time.
- (n) "For-hire vehicle" shall mean every vehicle, other than public transit vehicles or vehicles involved in an organized carpool not available to the general public, which is operated for any fare for compensation and used for the transportation of passengers over city public streets, irrespective of whether such operations extend beyond the boundary limits of said City. Such for-hire vehicles shall include taxicabs, vehicles for charter, jitneys, nonemergency medical vehicles, sightseeing vehicles, and LSVs.
- (o) "Chief Executive Officer" shall mean the Chief Executive Officer of MTS or his or her designated representative.
- (p) "Group ride" shall mean shared use of a taxicab or LSV where a group of related passengers enter at the same point of origin and disembark at the same destination and pay a single fare for the trip.
- (q) "Hearing officer" shall mean any person or entity that meets the requirements of this ordinance Ordinance and that has been retained to conduct administrative hearings.
 - (r) "Jitney" shall mean every vehicle which:
 - (1) Transports passengers or parcels or both over the public streets of the City;
- (2) Follows a fixed route of travel between specified points with the fare based on a per capita charge established in its permit; and
- (3) Is made available to boarding passengers at specified locations along its route on a variable schedule.

- (s) "Medallion" shall mean the numbered plate, sticker, or decal issued by MTS to the permit holder which is displayed on a for-hire vehicle to indicate the authorized use or uses of that vehicle.
- (t) "MTS" shall mean the San Diego Metropolitan Transit System-Board, a public agency created pursuant to Public Utilities Code Section 120050 et seq.
- (u) "MTS inspector" shall mean those individuals, regardless of job title, who are authorized by the Board, by ordinance, to enforce the provisions of this Ordinance.
- _(v) "Nonemergency medical vehicle" shall mean every vehicle which:
- (1) Ttransports physically and/or mentally disabled persons, regardless of whether specialized transportation equipment or assistance is needed, for primarily medical purposes, over the public streets of the City. Medical purposes is defined as providing transportation services to or from the following places: hospitals, convalescent homes, retirement homes, homes receiving funding for the board and care of residents living in those homes, medical or rehabilitation clinics, senior citizen centers, and any other like social service category, over the public streets of the City. It shall be the

responsibility of the transportation provider to determine if the service is primarily for medical purposes.

- (w) "Operate" or "Operating" shall refer to the solicitation or acceptance of a fare within City limits for compensation or providing passenger transportation for compensation, regardless if such compensation is obtained from the passenger or a third party. It shall also include, as the context may require, the act of driving, managing or directing the utilization of one or more for-hire vehicles.
- (x) "Owner" shall mean the person, partnership, association, firm or corporation that is the registered owner of any for-hire vehicle and that holds the right to use the vehicle for its advantage.
 - (y) "Passenger" shall mean every occupant other than the driver of the for-hire vehicle.
- (z) "Permit" shall mean the authority under which a person, firm, partnership, association, or corporation may operate a for-hire vehicle as a business.
- (aa) "Permit holder" shall mean any person or approved entity operating a business under a for-hire vehicle permit.
- (bb) "Shared ride" shall mean nonexclusive use of a for-hire vehicle by two or more unrelated passengers traveling between different points of origins and/or destination, and traveling in the same general direction.
- (cc) "Shifts" shall mean the minimum number of hours a permit holder or driver operates a for-hire vehicle.
 - (dd) "Sightseeing vehicle" shall mean every vehicle which:
- (1) Transports passengers for sightseeing purposes of showing points of interest over the public streets of the City; and
- (2) Charges a fee or compensation therefor; regardless of whether any fee or compensation is paid to the driver of such sightseeing vehicle, either by the passenger or by the owner or by the person who employs the driver or contracts with the driver or hires such sightseeing vehicle

with a driver to transport or convey any passenger; and irrespective of whether or not such driver receives any fee or compensation for his or her services as driver.

- (ee) "Stands" shall mean public areas designated for specific use of for-hire vehicles.
- (ff) "Street" shall mean any place commonly used for the purpose of public travel.
- (gg) "Taxicab" shall mean every vehicle other than a vehicle-for-charter, a jitney, a nonemergency medical vehicle, a sightseeing vehicle, or LSV which:
 - (1) Transports passengers or parcels or both over city public streets.
- (2) Is made available for hire on call or demand through "cruising," at taxi stands or by telephone to destination(s) specified by the hiring passenger.
- (hh) "Taximeter" shall mean any instrument, appliance, device, or machine by which the charge for hire of a passenger-carrying vehicle is calculated, either for distance traveled or time consumed, or a combination of both, and upon which such charge is indicated by figures.
- (ii) "Vehicle" is a device by which any person or property may be propelled, moved, or drawn upon a street, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks.

(Section 1.1 amended 12/14/2017)

(Section 1.1 amended 5/12/2016)

(Section 1.1 amended 8/7/2003)

(Section 1.1 amended 11/14/2002)

(Section 1.1 amended 6/24/1999)

(Sections 1.1(d), 1.1(R)(1) amended 6/22/1995)

(Section 1.1 amended 1/12/1995)

(Section 1.1 amended 6/27/1991; effective 7/27/1991)

(Section 1.1 amended 5/23/1991; effective 6/23/1991)

Section 1.2 - Operating Permits

- (a) No person shall engage in the business of operating any for-hire vehicle or in the business of providing any vehicle for the operation of vehicle for-hire services within the cities without first having obtained an operating permit from the Chief Executive Officer or his-designated representative, which permit has not been revoked, suspended or otherwise canceled or terminated by operation of law or otherwise. A separate permit is required for each for-hire vehicle operated or provided for operation.
- (b) An operating permit represents the granting of a privilege to operate a for-hire vehicle within the cities or zones specified by the permit for the purpose of the public convenience and necessity. This privilege may be rescinded at any time by operation of law or otherwise.

(c) A person who obtains an operating permit shall be responsible for the provision of vehicle-for-hire services in accordance with the provisions of this <u>ordinance-Ordinance</u> and shall exercise due diligence to assure that drivers of the permitted vehicles adhere to all pertinent requirements of this ordinance.

(Section 1.2 amended 12/14/2017)

(Section 1.2 amended 8/7/2003)

(Section 1.2 amended 11/14/2002)

(Section 1.2 amended 6/24/1999)

Section 1.3 - Application for Permit

- (a) All persons applying to the Chief Executive Officer for new permit(s) for the operation of one or more for-hire vehicles shall file with the Chief Executive Officer a proposal to meet San Diego City Council Policy 500-02 requirements, and a sworn application therefore on forms provided by the Chief Executive Officer, stating as follows:
- (1) The applicant name, company name (doing business as, mailing and business address (a business address or mailing address is not a Post Office [PO] Box or dispatch service address), and telephone number of the permit applicant;
- (2) The number of permitted vehicles actually owned and operated by such owner on the date of application, if any;
 - (3) The name and address of all legal and registered owner(s) of the vehicle(s);
- (4) The name and address of each person with a financial interest in the business which operates the vehicle;
 - (5) Data sufficient to establish the applicant's financial responsibility;
 - (6) The number of vehicle(s) for which a permit(s) is desired;
- (7) Proof that vehicle(s) meet California Air Resources Board criteria for zero emissions/low emissions, are ADA-compliant, are no older than 10 years of the model age and do not have a "salvage" title, and are equipped with a Global Positioning System (GPS).
- (8) The rates of fare which the applicant proposes to charge for vehicle-for-hire services;
- (9) A description of the proposed color scheme, insignia, trade style, or any other distinguishing characteristics of the proposed vehicle design;
- (10) Where the application is for a limited permit or LSV, a detailed description of the geographic area in which said permit shall be in existence; and
- (11) Such other information as the Chief Executive Officer may in his or her discretion require.
- (12) Provide evidence of at least six-months' experience driving a taxicab, transportation network vehicle, charter party carrier services, or similar service oriented transportation or managing a demand responsive transportation service, or similar service oriented business.

- (13) Provide a customer service and a customer complaint plan.
- (14) Provide a plan for administrative functions, vehicle maintenance, and off-street storage for vehicle when not in use.
- (15) Provide a <u>dDispatch</u> radio service plan incorporating 24 hour staffing and computerized dispatch utilizing GPS technology.
- (b) ___The applicant shall also submit, with the application, a nonrefundable application fee prior to the permit approval. Upon issuance of the permit, the applicant shall also pay an initial nonrefundable permit vehicle regulatory fee to be determined by the Chief Executive Officer in order to recover the cost of processing such applications.

(Section 1.3 amended 12/14/2017)

(Section 1.3 amended 2/12/2015)

(Section 1.3 amended 11/15/2012)

(Section 1.3 amended 8/7/2003)

(Section 1.3 amended 11/14/2002)

Section 1.4 - Issuance of Permit

- (a) Based on San Diego City Council Policy 500-02 requirements, the Chief Executive Officer shall determine the number of permits to be granted any applicant(s) and approve permits for any applicant(s) subject to such conditions as the Board and San Diego City Council Policy 500-02 may deem advisable or necessary in the public interest. Before a permit may be approved, the applicant shall pay an initial regulatory fee in an amount to be determined by the Chief Executive Officer.
 - (b) The Chief Executive Officer shall deny the approval of a permit upon making a finding:
 - (1) That the applicant is under twenty-one (21) years of age; or
- (2) That within the five (5) years immediately preceding the processing of the application, the applicant has been convicted of, or held by any final administrative determination to have been in violation of any statute, ordinance, or regulation reasonably and rationally pertaining to the same or similar business operation which would have resulted in suspension or revocation of the permit in accordance with Section 1.13 of this Ordinance. For purposes of this section, a plea or verdict of guilty, a finding of guilty by a court, a plea of nolo contendere or a forfeiture of bail shall be deemed a conviction; or
- (3) That the applicant provided false information of a material fact in an application within the past five (5) years.
- (c) All permits issued after April 1, 2015 shall be renewable annually upon evidence San Diego City Council Policy 500-02 requirements are being met, and payment of a regulatory fee in an amount and on a date to be determined by the Chief Executive Officer.
- (d) No permit issued after April 1, 2015 shall be approved or renewed for any person who has not fully complied with all of the requirements of this Ordinance, San Diego City Council Policy 500-02, and all other applicable laws and/or regulations necessary to be complied with before commencement of the operation of the proposed service.

- (e) Permits held prior to April 1, 2015 by corporations and LLCs shall meet all of the screening criteria included in San Diego City Council Policy 500-02 by February 12, 2020. However, upon issuance of any new permits to said corporation or LLC, or upon the transfer of a permit to said corporation or LLC, the corporation or LLC shall need to be in compliance with requirements of this Ordinance and San Diego City Council Policy 500-02 for the new permit(s).
- (f) When the permit has been approved and upon determination by the Chief Executive Officer that the color scheme and the company name (doing business as) are sufficiently distinctive so as not to cause confusion with other for-hire vehicles already operating, and that the for-hire vehicle, after appropriate inspection, meets the requirements of this Ordinance, the Chief Executive Officer will issue a numbered medallion(s) to be affixed to the for-hire vehicle.

(Section 1.4 amended 12/14/2017)

(Section 1.4 amended 2/12/2015)

(Section 1.4 amended 11/15/2012)

(Section 1.4 amended 11/14/2002)

Section 1.5 - Transfer and Administration of Permits

- (a) Each permit issued pursuant to the provisions of this section is separate and distinct and shall be transferable from the permit holder to another person or entity only with the approval of the Chief Executive Officer, and upon meeting the requirements of this Ordinance and San Diego City Council Policy 500-02 including, but not limited to:
- (1) Provide evidence of at least six-months' experience driving a taxicab, transportation network vehicle, charter party carrier services, or similar service oriented transportation or managing a demand responsive transportation service, or similar service oriented business.
- (2) Vehicle(s) must meet California Air Resources Board criteria for zero emissions/low emissions, be ADA-compliant, be equipped with a Global Positioning System (GPS), be no older than 10 years of the model age and not have a "salvage" title.
- (3) Provide a customer service plan that demonstrates, a requirement for drivers to accept credit cards, detailed record keeping of all calls for service, trips provided, and a customer service complaint resolution plan.
- (4) Provide a plan for administrative functions, vehicle maintenance, and off-street storage for vehicle when not in use.
- (5) Provide a <u>Dispatch</u> radio service plan incorporating 24 hour staffing and computerized

dispatch utilizing GPS technology.

- (b) Permits held prior to April 1, 2015 shall be in compliance with San Diego City Council Policy 500-02 Screening Criteria by February 12, 2020. Whenever a corporation or LLC is issued any new permits, then it shall be in compliance with requirements of this Ordinance and San Diego City Council Policy 500-02.
- (c) The proposed transferee shall file with the Chief Executive Officer a sworn application for the transfer and shall comply with the requirements of Section 1.3. The permit holder shall certify in writing that the permit holder has notified the proposed transferee of the requirements of this section pertaining to the transfer of a permit. Whenever an application for a transfer of permit is filed, the Chief Executive Officer shall process the application for transfer in accordance with Section 1.4 of this Ordinance.

- (d) The Chief Executive Officer shall charge regulatory fees to affect the full cost recovery of activities associated with the administration, regulation, issuance, or transfer of for-hire vehicle permits and associated records.
- (1) Changes in fee schedules affecting permits shall be mailed to all permit holders. Changes shall be effective thirty (30) calendar days thereafter.
- (2) Any person objecting to a particular fee or charge may file, within ten (10) days of the mailing of such changes, an appeal for review with the Chief Executive Officer who shall thereafter process it in accordance with Section 1.17; provided, however, that the sole issue to be determined on review is whether the fee or charge exceeds the reasonable costs for personnel salaries and administrative overhead associated with the particular administrative service or function.

(Section 1.5 amended 12/14/2017)

(Section 1.5 amended 2/12/2015)

(Section 1.5 amended 8/7/2003)

(Section 1.5 amended 11/14/2002)

Section 1.6 - Blank

The text of Section 1.6 is deleted in its entirety effective February 12, 2015.

(Section 1.6 deleted 2/12/2015) (Section 1.6 amended 11/14/2002)

Section 1.7 - Blank

The text of Section 1.7 is deleted in its entirety effective October 24, 1998.

(Section 1.7 was deleted 9/24/1998)

Section 1.8 - Equipment and Operating Regulations

- (a) No medallion shall be issued for a vehicle unless the vehicle conforms to all the applicable provisions of this Ordinance.
- (b) The privilege of engaging in the business of operating a for-hire vehicle in a City granted in the permit is personal to the permit holder, who must be the owner of the for-hire vehicle. The rights, requirements, and responsibilities which attach to the permit remain with the holder at all times the for-hire vehicle is operated under the authority of the permit. These rights, requirements and responsibilities, which include, but are not limited to, the requirements of this Ordinance, will remain unaffected by any agreement or contractual arrangement between the permit holder and those persons who operate for-hire vehicles, irrespective of the form or characterization of the agreement under which the driver operates the for-hire vehicle.
- (c) The permit holder shall maintain a business address, a mailing address where he or she can accept mail directed to his or her company, and a business telephone in working order which must be answered during normal business hours, Monday through Friday, and during all hours of operation. A post office box or dispatch service address shall not be used for the business address or mailing address. The permit holder shall, in the case of any change in his or her business address, mailing address, or business telephone, notify the Chief Executive Officer in writing of such change within forty-eight (48) hours of the effective date of this change.

- (d) Before a for-hire vehicle is placed in service and at least annually thereafter, the for-hire vehicle shall be delivered to a place designated by the Chief Executive Officer for inspection. All new permit holders are required to observe at least one full vehicle inspection as part of the initial permit issuance. MTS inspectors shall inspect the for-hire vehicle and its equipment to ascertain whether the vehicle complies with the provisions of this Ordinance. Failure to produce the vehicle for inspection shall be cause for suspension or revocation of the permit for such vehicle.
- (e) Any MTS inspector or peace officer, after displaying proper identification, may make reasonable and periodic inspections of any for-hire vehicle operating under an MTS permit for the purpose of determining whether the vehicle is in compliance with the provisions of this Ordinance.
- (f) Any for-hire vehicle which fails to meet the requirements of the California Vehicle Code or this section after inspection shall be immediately ordered out-of-service by an MTS inspector or peace officer if it is unsafe for service. Ordering a vehicle out-of-service does not constitute a suspension or revocation of the permit. A vehicle is deemed unsafe for service when any of the following conditions exists:
 - (1) Tires fail to meet the requirements of the California Vehicle Code;
- (2) Headlights, taillights or signal lights are inoperable during hours of darkness (sunset to sunrise);
 - (3) Windshield wipers are inoperable during rain conditions;
- (4) Meter is not working, the meter displays signs of tampering, the seal is broken, the County of San Diego seal is more than thirteen (13) months old from the date of issuance, or a Service Agent's temporary seal is more than ninety (90) days old from the date of issuance;
- (5) Brakes, brake lights or brake system are inoperable or otherwise fail to meet the requirements of the California Vehicle Code;
 - (6) Excessive play in steering wheel exceeding three (3) inches;
 - (7) Windshield glass contains cracks or chips that interfere with driver's vision;
 - (8) Any door latch is inoperable from either the interior or exterior of the vehicle;
 - (9) Any seat is not securely fastened to the floor;
- (10) Seat belts, when required, fail to meet requirements of the California Vehicle Code;
 - (11) Either side or rearview mirrors are missing or defective;
 - (12) Any vehicle safety system light is activated; and
- (13) Any other condition which reasonably and rationally pertains to the operating safety of the vehicle or to passenger or pedestrian safety.
- (g) If the vehicle is not unsafe but is unsuitable or otherwise in violation of this Ordinance or any vehicle condition/equipment section of the California Vehicle Code, the operator or permit holder, as appropriate, shall be subject to a seventy-two (72) hours correction notice.

- (1) Failure to correct such violation within the seventy-two (72) hours shall then be cause to order the vehicle out-of-service. When a vehicle is ordered out-of-service, the medallion shall be immediately removed.
- (2) Before the vehicle may again be placed in service, the violation shall be corrected and the vehicle shall be inspected by an MTS inspector.
- (3) The medallion shall be reaffixed when the MTS inspector finds that the vehicle meets prescribed standards.
- (h) The interior and exterior of the for-hire vehicle shall be maintained in a safe and efficient operating condition, and meet California Vehicle Code requirements and the requirements of this Ordinance at all times when in operation. The following minimum vehicle standards must be maintained to comply with this section:
- (1) <u>Wheels</u>. Hubcaps or wheel covers shall be on all wheels for which hubcaps or wheel covers are standard equipment.
- (2) <u>Body Condition</u>. There shall be no tears or rust holes in the vehicle body and no loose pieces hanging from the vehicle body. Fenders, bumpers, and light trim shall be securely fixed to the vehicle. No extensive unrepaired body damage shall be allowed <u>and exterior paint shall be free from excessive fading</u>. The vehicle shall be equipped with front and rear bumpers. The exterior of the vehicle shall be maintained in a reasonably clean condition so as not to obscure the approved color scheme and/or vehicle markings.
- (3) Paint. The exterior of the vehicle shall be painted and marked in accordance with the color scheme approved under Section 1.4 (f) of this Ordinance. Paint and markings may not be faded or deteriorated in such a manner as to preclude immediate recognition of the approved color scheme.
- (43) <u>Lights</u>. Headlights shall be operable on both high and low beam. Taillights, parking lights, signal lights, and interior lights shall all be operable.
- (54) <u>Wipers</u>. Each vehicle shall be equipped with adequate windshield wipers maintained in good operating condition.
 - (65) <u>Brakes</u>. Both the parking and hydraulic or other brake system must be operable.
- (76) <u>Steering</u>. Excessive play in the steering mechanism shall not exceed three (3) inches free play in turning the steering wheel from side to side.
- (87) Engine. The engine compartment shall be reasonably clean and free of uncontained combustible materials.
 - (98) <u>Mufflers</u>. Mufflers shall be in good operating condition.
- (409) <u>Windows</u>. The windshield shall be without cracks or chips that could interfere with the driver's vision. All other windows shall be intact and able to be opened and closed as intended by the manufacturer. The windows and windshield shall be maintained in a reasonably clean condition so as not to obstruct visibility.

(1110) <u>Door Latches</u>. All door latches shall be operable from both the interior and exterior of the vehicle.

(1211) <u>Suspension</u>. The vehicle's suspension system shall be maintained so that there are no sags because of weak or broken springs or excessive motion when the vehicle is in operation because of weak or defective shock absorbers.

(4312) <u>Seats</u>. All seats shall be securely fastened. Seat belts, when required by the California Vehicle Code, shall be installed. The upholstery shall be free of grease, holes, rips, torn seams, and burns.

(4413) <u>Interior</u>. The interior of each vehicle and the trunk or luggage area shall be maintained in a reasonably clean condition, free of foreign matter, offensive odors, and litter. The seats shall be kept reasonably clean and without large wear spots. The door handles and doors shall be intact and clean. The trunk or luggage area shall be kept empty except for spare tire and personal container for the driver not exceeding one (1) cubic foot in volume and emergency equipment, to allow maximum space for passenger luggage and belongings.

- (i) Each for-hire vehicle, except taxicabs and Low Speed Vehicles, shall contain:
- (1) A fire extinguisher of the dry chemical or carbon dioxide type with an aggregate rating of at least 5 B/C units and a current inspection card affixed to it.
 - (2) A minimum of three (3) red emergency reflectors.
- (3) A first-aid kit containing medical items to adequately attend to minor medical problems.
- (j) In the event that a for-hire vehicle for which a permit has been approved is taken out of service, by the permit holder for maintenance or any purpose, other than a violation of any provision of this Ordinance, a spare vehicle operating permit may be granted. The spare vehicle operating permit shall only be valid for the vehicle for which it was issued. The permit holder may only utilize a spare for-hire vehicle which has been duly inspected by an MTS inspector and approved prior to use. The permit holder must immediately inform an MTS inspector when a spare for-hire vehicle is in use and the location of the disabled vehicle. The spare vehicle will_

be issued a "spare vehicle" sticker which must be affixed to the left rear portion of the for-hire vehicle_

for which it is approved, in plain view from the rear of the for-hire vehicle. The permit holder may utilize one (1) spare for-hire vehicle for a period not to exceed thirty (30) calendar sixty (360) days from the date of issuance. This subsection shall not be

construed, nor deemed to replace, those provisions in this Ordinance which apply to permanent_replacement of a for-hire vehicle.

- (k) The medallion issued to the permit holder must be affixed by an MTS inspector on the for-hire vehicle for which the permit is approved in plain view from the rear of the for-hire vehicle. The permit holder must immediately report the loss, destruction, or defacing of a medallion to the Chief Executive Officer. Except as provided in Subsection (j), it shall be unlawful to operate a for-hire vehicle without the medallion affixed and visible.
- (I) There shall be displayed in the passenger compartment of each for-hire vehicle between the sun visors, in full view of the passengers in the front and rear seats, a card not less than ten (10) inches wide by six (6) inches high in size. Posted on this card, utilizing "Universe" font in black ink on white background, shall be:

1) The first line of the card, 3/4 inch in height, shall say one of the following according to permit type: TAXICAB, SIGHTSEEING, CHARTER, NONEMERGENCY, LOW-SPEED VEHICLE, OR JITNEY LOST AND FOUND.

- 2) Below this, the card shall include the vehicle medallion number in three-inch numerals.
- 3) Below the medallion number, the name, address, and phone number of the MTS Taxicab Administration and the permit holder and/or permit holder trade name shall be printed, 1/4-inch in height.
- 4) <u>Without -approval from MTS, nNo other signs, markings, lettering, decals, or any type of information shall be displayed within 18 inches around the above signcard.</u>
- 5) No other signs, markings, lettering, decals or any type of information except the rates of fare and the tire size specifications required by San Diego County Weights and Measures shall be posted within the area 18 inches around the taxicab meter.
- (m) Advertisements, whether displayed on the inside or outside of the vehicle, shall be posted in accordance with MTS Board Policy No. 21, Revenue-Generating Display Advertising, Concessions, and Merchandise, any guidelines developed by the Chief Executive Officer, and the provisions of this Ordinance. Advertisements shall not be displayed without prior approval from MTS.

(mn) There shall be carried either on the person of <u>T</u>the driver or in <u>of</u> each for-hire vehicle <u>may either carry</u>: a map of the City, published within the past two (2) years, or an electronic device equipped with a GP<u>S</u> enabled map, which shall be displayed to any passenger upon request.

- (no) The maximum rates of fare charged for for-hire vehicle services shall be clearly and conspicuously displayed in the passenger compartment.
- (ep) Each for-hire vehicle licensed to operate in the City shall have located on the passenger side dashboard area a driver identification card provided by the County of San Diego Sheriff or the Chief Executive Officer. The driver identification card shall have no alterations or information covered. The driver identification card shall be visible to passengers, peace officers and MTS inspectors so they can easily view the driver identification card from either inside or outside the vehicle. The driver identification card shall bear the following information:
 - (1) The number of the license of the driver;
 - (2) The name and business address of the driver;
 - (3) The name of the owner of the vehicle; and
 - (4) A small photograph of the driver.
- (pq) Each for-hire vehicle shall be equipped with a rearview mirror affixed to the right side of the vehicle, as an addition to those rearview mirrors otherwise required by the California Vehicle Code.
- (qr) The driver shall offer each passenger a printed receipt upon payment of the fare. The receipt shall accurately show the date, the amount of the fare, the driver's name and ID number, the taxicab number, the company (DBA) name, and the radio dispatch service name with phone number.
- (FS) All disputes to fare shall be determined by the peace officer or MTS inspector most readily available where the dispute is had. It shall be unlawful for any person to fail or refuse to comply

with such determination by the peace officer or MTS inspector.

(st) It is unlawful for any person to refuse to pay the lawful fare of a for-hire vehicle after employing or hiring the same.

- (tu) The driver of any for-hire vehicle shall promptly obey all lawful orders or instructions of any peace officer, fire fighter, or MTS inspector.
- ((uv)) No driver of any for-hire vehicle shall transport any greater number of persons, including the driver, than the manufacturer's rated seating capacity for the vehicle.
- (yw) It shall be unlawful for any person to solicit business for a for-hire vehicle by making a contract or agreement with any owner of any hotel, apartment house, motel, inn, rental units, restaurant, or bar, or with the agent or employees of such owner, by which the owner, agent or employee receives any type of payment or commission for recommending or directing any passenger to a specific for-hire vehicle or company. It shall be unlawful for any permit holder, association, or driver to have or make a contract or agreement with any owner of any hotel, apartment house, motel, inn, rental units, restaurant, or bar, or with the agents or employees of such owner, by which the permit holder, association or driver receives any type of payment or commission for recommending or directing any passenger to an establishment operated by a specific owner.
- (wx) The driver of a for-hire vehicle shall wear, in a manner clearly visible on their person, an identification card approved by the Chief Executive Officer.
- (xy) The Board specifically finds that the dress, grooming, and conduct of for-hire vehicle drivers affect the public health and safety, particularly as it relates to visitors and the tourist industry. Therefore, while driving or operating a for-hire vehicle, drivers shall be hygienically clean, well-groomed well-groomed and neat, and suitably dressed. Violations of this subsection are administrative in nature and shall not be the subject of criminal prosecution.
- (1) The term "hygienically clean" shall refer to that state of personal hygiene, body cleanliness, and absence of offensive body odor normally associated with bathing or showering on a regular basis.
- (2) The term "well-groomed" shall mean that male drivers shall be clean-shaven, except for those parts of the face where a beard or mustache is worn and their hair shall be neatly trimmed; beards or mustaches shall be groomed and neatly trimmed at all times in order not to present a ragged appearance. For all drivers, it shall mean that scalp or facial hair shall be combed or brushed and that all clothing is clean, free from soil, grease and dirt, and without unrepaired rips or tears.
- (3) The term "neat and suitably dressed" shall be interpreted to require that a driver shall be fully covered by clothing at a minimum from a point not to exceed four (4) inches above the center of the kneecap to the base of the neck, excluding the arms. Drivers shall wear shoes. It shall not be permissible for any driver to wear as an outer garment any of the following: undershirt or underwear, tank tops, body shirts (see-through mesh), swim wear, jogging or warm-up suits or sweatshirts or similar attire, jogging or bathing shorts or trunks, or sandals. Trouser-type shorts that are no shorter than four inches above the center of the kneecap are permissible.
- (y) The color scheme of a for-hire vehicle may not be changed without the prior writtenpermission of the Chief Executive Officer.

(ZZ) For-hire vehicles shall comply with the California Vehicle Code, e.g., not impede traffic, and, where applicable, not operate on streets where posted speed limits are above 35 miles per hour. For-hire vehicle drivers, including taxicab, shall not load or unload passengers in traffic lanes.

(Section 1.8 amended 12/14/2017)

(Section 1.8 amended 10/13/2016)

(Section 1.8 amended 5/12/2016)

(Section 1.8 amended 2/12/2015)

(Section 1.8 amended 8/7/2003)

(Section 1.8 amended 11/14/2002)

(Section 1.8 amended 9/24/1998)

(Section 1.8 amended 2/13/1997)

(Section 1.8 amended 6/24/1993)

Section 1.9 - Public Liability

- (a) It shall be unlawful to operate a for-hire vehicle unless the permit holder establishes and maintains in effect one of the forms of financial responsibility specified in this section.
- (1) This requirement may be met by maintaining a valid policy of insurance executed and delivered by a company authorized to carry on an insurance business, the financial responsibility of which company has been approved by the Chief Executive Officer. The terms of the policy shall provide that the insurance company assumes financial responsibility for injuries to persons or property caused by the operation of the for-hire vehicle in an amount determined by the Chief Executive Officer.
- (2) The permit holder may also meet this requirement by obtaining a certificate of self-insurance for a specified amount approved by the Board and pursuant to the applicable provisions of the California Vehicle Code.
- (b) A valid proof of insurance issued by the company providing the insurance policy required under Subsection (a) (1) of this section shall be filed with and approved by the Chief Executive Officer. This certificate shall provide that MTS is a named certificate holder and shall be placed in each vehicle, per California Vehicle Code Section 16020. It shall also provide that the insurer will notify MTS of any cancellation and that the cancellation notice shall be in writing and shall be sent by registered mail at least thirty (30) days prior to cancellation of the policy. The certificate shall also state:
 - (1) The full name of the insurer;
 - (2) The name and address of the insured;
 - (3) The insurance policy number;
 - (4) The type and limits of coverage;
 - (5) The specific vehicle(s) insured;
 - (6) The effective dates of the certificate; and
 - (7) The certificate issue date.

(Section 1.9 amended 9/17/2015) (Section 1.9 amended 11/14/2002)

Section 1.10 - Financial Ownership and Operating Records: Reporting Requirements

(a) Every person engaged in the business of operating a for-hire vehicle within the City under a permit granted by the Chief Executive Officer shall maintain:

- (1) Financial records, including but not limited to the current executed taxicab driver lease agreement that includes all aspects of the business relationship between the permit holder and the lessee, and written receipts of all payments from lessee in accordance with good accounting practices;
 - (2) Ownership records; and
- (3) Operating records in a form, and at intervals, which shall be determined from time to time by the Chief Executive Officer.
- (b) Ownership and operating records shall be made available to the Chief Executive Officer upon demand at any reasonable time. The permit holder shall retain operating records for a minimum of six (6) months from the date the records are created.
- (c) For purposes of this section, ownership records shall include, but are not limited to, the following:
- (1) Copies of the Articles of Incorporation as filed with the Secretary of State of California;
- (2) Records identifying all corporate officers and members of the corporation's Board of Directors. A corporation shall report any change in corporate officers or members of its Board of Directors to MTS within ten (10) days of the effective date.
- (3) A stock register recording the issuance or transfer of any shares of the corporate stock; and
- (4) The registration cards issued by the State of California Department of Motor Vehicles to the vehicle owner for all for-hire vehicles operated under the authority of an MTS for-hire vehicle permit. Valid proof of registration shall be maintained in the vehicle at all times.
- (d) For purposes of this section, operating records shall include, but are not limited to, the following:
- (1) Typed or written dispatch records for taxicab or LSV companies which operate their own radio dispatch service;
- (2) Any logs which a for-hire vehicle driver keeps describing the trips carried by a for-hire vehicle other than a taxicab;
- (3) Copies of the daily trip log required by taxicab or LSV drivers under Section 2.4 (q); and
 - (4) Any other similar records.
- (e) Between January 1 and December 31 of each calendar year, every permit holder shall file with the Chief Executive Officer a signed statement which shall report and attest to the accuracy of the following information:
- (1) The individual name(s), business name, business address, and telephone number of the permit holder(s);

- (2) The name and address of all legal and registered owner(s) of the for-hire vehicle(s);
- (3) The name and address of each person with a financial interest in the business which operates the vehicle(s); and
- (4) The year, manufacturer, model, vehicle identification number, license plate, and medallion number affixed to the permitted vehicle(s).
- (f) If the permit holder is an individual, the permit holder must appear in person in the offices of MTS to file the statement; if the permit holder is a partnership, one of the partners must appear in person in the offices of MTS to file the statement; if the permit holder is a corporation or LLC, an officer of the corporation, or a member of the LLC, authorized to represent the company, must appear in person in the offices of MTS to file the statement and provide evidence San Diego City Council Policy 500-02 requirements are being met.

(Section 1.10 amended 5/12/2016)

(Section 1.10 amended 2/12/2015)

(Section 1.10 amended 8/7/2003)

(Section 1.10 amended 11/14/2002)

(Section 1.10 amended 6/24/1993)

Section 1.11 - Destruction, Permanent Replacement or Retirement of For-Hire Vehicles

- (a) Whenever a for-hire vehicle is destroyed, rendered permanently inoperative, is sold, or the permit holder is no longer the owner of the for-hire vehicle, the permit holder shall notify the Chief Executive Officer in writing within forty-eight (48) hours.
- (b) A replacement vehicle must be placed in service within ninety (90) days of the date the original vehicle is removed from service unless prior written permission has been obtained from the Chief Executive Officer. It is the intent of this section that the Chief Executive Officer, in granting such permission, gives due consideration to the operating situation of the permit holder on a case-by-case basis.

The following guidelines are to be used in granting permission for a permit holder to take longer than ninety (90) days in placing a replacement vehicle in service.

- (1) The permit holder must submit a written request for an extension of time, stating the specific reason(s) additional time is required and identifying a plan and timetable for placing the replacement vehicle in service. Written documents sufficient to substantiate the factual information contained in the request should also be submitted.
- (2) The plan and timetable submitted must reflect a reasonable approach for placing the vehicle in service within the shortest possible time frame.
- (3) An additional period of time, not to exceed sixty (60) calendar days, may be granted to a permit holder in case of severe personal illness or other similar hardship.
- (4) An additional period of time, not to exceed thirty (30) calendar days, may be granted to a permit holder in case of extensive vehicle repairs or other similar reasons.

- (5) No extensions will be granted to any permit holder who is unable to meet the basic operational costs, including liability insurance, regulatory fees, and normal maintenance and repairs of operating a for-hire vehicle.
- (6) No more than one (1) extension will be granted for each vehicle in a single twelve (12) month period.
- (c) The Chief Executive Officer shall, as a matter of owner right, allow the replacement of a vehicle which is destroyed, rendered inoperative, sold or transferred, provided that the permit holder has complied with, and the for-hire vehicle is in conformance with, all applicable provisions of this Ordinance. An owner must remove the markings from the vehicle that indicate it is a taxicab or LSV before the owner disposes of it.
- (d) When a permit holder retires any for-hire vehicle or vehicles from service and does not replace them within ninety (90) days, the permit for each such retired for-hire vehicle shall be considered abandoned and will be void. The permit holder shall immediately surrender each related medallion to the Chief Executive Officer. Such abandoned permits may not be restored by any means other than through application for new permits in the manner provided in this Ordinance.

(Section 1.11 amended 10/13/2016) (Section 1.11 amended 8/7/2003)

(Section 1.11 amended 11/14/2002)

(Section 1.11 amended 2/13/1997)

Section 1.12 - Driver's Identification Cards

- (a) No person shall drive or operate any for-hire vehicle under the authority of a permit granted under this Ordinance unless such person has and displays a valid driver's identification card obtained annually through the Sheriff of the County of San Diego.
- (b) No permit holder shall employ as a for-hire vehicle driver or operator any person who has not obtained a for-hire vehicle driver's identification card through the Sheriff of the County of San Diego.
- (c) No permit holder shall employ as a driver or operator any person whose privilege to operate a for-hire vehicle within the City has expired, or has been revoked, denied or suspended or prohibited.
- (d) A driver may drive for more than one permit holder. The driver must, however, have on file with and accepted by the Sheriff of the County of San Diego, a separate application on forms provided by the Sheriff, for each permit holder with whom he has a current driving agreement. A driver may have on file with the Sheriff a maximum of four (4) such applications at any one time. It shall be unlawful for a driver to accept or solicit passengers for hire in the City while operating the taxicab or LSV of any permit holder for whom the driver does not have such an application on file with the Sheriff.
- (e) No person shall drive or operate any for-hire vehicle, except nonemergency medical, under the authority of a permit granted under this Ordinance unless such person has successfully completed an MTS-approved driver training course concerning driver safety, rules, and regulations. Map reading, crime prevention, courtesy and professionalism and a corresponding qualification examination.

- (f) No person who has received a notice of prohibition pursuant to Section 1.14, or whose privilege to operate a for-hire vehicle within the City has expired, or has been suspended, revoked or denied by the Sheriff or the Chief Executive Officer shall drive or operate a for-hire vehicle within the City.
- (g) No for-hire vehicle driver's identification card shall be issued or renewed to any of the following persons:
 - (1) Any person under the age of twenty-one (21) years.
- (2) Any person who has been convicted of a felony involving a crime of force or violence against any person, or the theft of property, unless five (5) years have elapsed since his or her discharge from a penal institution or satisfactory completion of probation for such conviction during which period of time his or her record is good.
- (3) Any person who has been convicted of assault, battery, resisting arrest, solicitation of prostitution, any infraction, misdemeanor, or felony involving force and violence, or any crime reasonably and rationally related to the paratransit industry or any similar business operation which bears upon the integrity or ability of the driver to operate a for-hire vehicle business and transport passengers, unless five (5) years shall have elapsed from the date of discharge from a penal institution or the satisfactory completion of probation for such conviction.
- (4) Any person who, within the five (5) years immediately preceding the processing of the application, has been convicted of or held by any final administrative determination to have been in violation of any statute, ordinance, or regulation reasonably and rationally related to the for-hire vehicle industry or any similar business operation which would have authorized the suspension or revocation of the driver's identification card in accordance with Section 1.14 of this Ordinance.
- (5) Any person who is required to register as a sex offender pursuant to the California Penal Code.
- (6) Any person who has provided false information of a material fact in their application within the past five (5) years.
- (7) No person shall obtain or renew a driver's identification card unless such person has successfully completed a personal safety training course approved by the Chief Executive Officer.
- (8) When a driver permanently no longer drives for an MTS Taxicab Administration permit holder, the permit holder shall report this to the Sheriff's Department within ten (10) calendar days.
- (h) The Sheriff is authorized to issue temporary for-hire vehicle driver identification cards pending the approval or denial of an application for a regular for-hire vehicle driver identification card. No temporary for-hire vehicle driver identification card shall be issued without the satisfactory completion of a local law enforcement agency record check of the applicant. Any temporary identification card so issued shall be valid for a period not to exceed ninety (90) days or until the date of approval or denial of the application for a regular for-hire vehicle driver identification card, whichever shall occur first. The issuance of a temporary identification card hereunder shall not authorize the operation of a for-hire vehicle following the denial of the application while pending the resolution of any appeal otherwise provided for in Section 1.16 of this Ordinance._
- (1) The Sheriff or the Chief Executive Officer shall establish nonrefundable filing fees to defray the costs of processing regular and temporary driver identification cards.

(Section 1.12 amended 12/14/2017)

(Section 1.12 amended 5/12/2016)

(Section 1.12 amended 11/15/2012)

(Section 1.12 amended 8/7/2003)

(Section 1.12 amended 11/14/2002)

(Section 1.12 amended 9/24/1998)

(Section 1.12 amended 10/30/1997)

(Section 1.12 amended 11/9/1995)

Section 1.13 - Suspension and Revocation of Permit

- (a) Permits may be suspended or revoked by the Chief Executive Officer at any time in case:
- (1) The Chief Executive Officer finds the permit holder's past record to be unsatisfactory with respect to satisfying the provisions of this Ordinance.
 - (2) The permit holder fails to comply with the applicable provisions of this Ordinance.
- (3) The drivers of the for-hire vehicle or vehicles fail to act in accordance with those provisions of this Ordinance which govern driver actions. The permit holder shall have strict liability in this regard; however, this provision shall not restrict the Chief Executive Officer's ability to penalize a driver for violations of those provisions of this Ordinance which govern driver actions.
- (4) The owner shall cease to operate any for-hire vehicle for a period of ninety (90) consecutive days without having obtained written permission for cessation of such operation from the Chief Executive Officer. It is the intent of this section that the Chief Executive Officer, in granting such permission, gives due consideration to the operating situation of the permit holder on a case-by-case basis.

The following guidelines are to be used in granting permission for a permit holder to cease operating a for-hire vehicle for a period longer than ninety (90) days.

- (a) The permit holder must submit a written request for an extension of time, stating the specific reason(s) additional time is required and identifying a plan and timetable for placing the vehicle back in service. Written documents sufficient to substantiate the factual information contained in the request should also be submitted.
- (b) The plan and timetable submitted must reflect a reasonable approach for placing the vehicle back in service within the shortest possible time frame.
- (c) An additional period of time, not to exceed sixty (60) calendar days, may be granted to a permit holder in case of severe personal illness or other similar hardship.
- (d) An additional period of time, not to exceed thirty (30) calendar days, may be granted to a permit holder in case of extensive vehicle repairs or other similar reasons.
- (e) No extension will be granted to any permit holder who is unable to meet the basic operational costs including liability insurance, regulatory fees, and normal maintenance and repairs of operating a for-hire vehicle.

- (f) No more than one (1) extension in time will be granted for each vehicle permit in a single twelve (12) month period.
- (5) The for-hire vehicle or vehicles, if operated as other than a taxicab, are operated at a rate of fare other than those fares on file with the Chief Executive Officer.
- (6) The for-hire vehicle or vehicles, if operated as a taxicab or LSV, are operated at a rate of fare greater than those fares on file with the Chief Executive Officer or posted on the taxicab or LSV pursuant to Section 2.2 (b) of this Ordinance.
- (7) The for-hire vehicle or vehicles, if operated as a taxicab or LSV, are operated at a rate of fare greater than current maximum rate established by the Board pursuant to Section 2.2(a) of this Ordinance.
- (8) The permit holder fails to begin operating the for-hire vehicle for which the permit is first approved within ninety (90) days after the approval date.
- (9) The permit holder has been convicted of assault, battery, resisting arrest, solicitation of prostitution, any infraction, misdemeanor, or felony involving force and violence, or any crime reasonably and rationally related to the paratransit industry or any similar business operation which bears upon the integrity or ability of the applicant or permit holder to operate a for-hire vehicle business and transport passengers, unless five (5) years shall have elapsed from the date of discharge from a penal institution or the satisfactory completion of probation for such conviction.
- (10) The permit holder has been convicted of a crime that would require a person to register as a sex offender under the California Penal Code. For purposes of this section, a plea or verdict of guilty, a finding of guilt by a court, a plea of nolo contendere or a forfeiture of bail shall be considered a conviction.
- (ab) A permit holder shall be notified in writing within 10 working days when a credible complaint has been filed with the Chief Executive Officer by a member of the public where such complaint involves the permit holder, the driver of the permitted for-hire vehicle, or the radio-disptach service to which the permit holder is subscribed. It shall be the responsibility of the permit holder to investigate the complaint and report in writing to the Chief Executive Officer within 30 days the result of the investigation and any corrective action taken or proposed. Where the complainant has agreed to the sharing of their identity, the results of the investigation, findings, and actions shall be communicated to the complainant.
- (bc) In the event the Chief Executive Officer finds a permit holder has failed to responsibly respond to notification of complaints or to initiate corrective action, the Chief Executive Officer shall issue a notice of proposed adverse action to the permit holder. If the circumstances of the complaint or subsequent investigation so warrant, the Chief Executive Officer may issue a notice of adverse action to a driver independently of or in conjunction with any adverse action proposed to the permit holder. The Chief Executive Officer shall refer to the Administrative Penalty Guidelines in determining a proposed adverse action.
- (ed) The permit holder or driver in receipt of a notice of proposed adverse action shall be given the opportunity to appear for an informal hearing before the Chief Executive Officer or his designated representative. Failure to appear will constitute waiver of the hearing. Following the hearing or waiver thereof, the Chief Executive Officer shall issue the notice of adverse action if justified by the facts. If the Chief Executive Officer determines that the performance of the permit holder or

driver involves criminal activity or constitutes a serious degradation of the public safety, convenience, or necessity, a notice of adverse action may be issued and the action effected without hearing.

(de) Upon a finding by the Chief Executive Officer that a permit holder falls within the provisions of this section, the permit holder or driver shall be notified that his or her permit has been subjected to an adverse action and that the matter is such that the action may be appealed. In lieu of an action provided for in the Administrative Penalty Guidelines, the Chief Executive Officer may impose a fine or a fine and a period of suspension for any violation(s) of this Ordinance.

(Section 1.13 amended 12/14/2017)

(Section 1.13 amended 10/13/2016)

(Section 1.13 amended 5/12/2016)

(Section 1.13 amended 8/7/2003)

(Section 1.13 amended 11/14/2002)

(Section 1.13 amended 6/24/1999)

Section 1.14 - Suspension and Revocation of Driver's Identification Cards

- (a) Driver's identification cards may be suspended or revoked by the Chief Executive Officer at any time in case:
- (1) The Chief Executive Officer finds the driver's past record to be unsatisfactory with respect to satisfying the provisions of this Ordinance; or
 - (2) The driver fails to comply with the applicable provisions of this Ordinance; or
- (3) Circumstances furnish grounds for the denial, suspension, revocation or refusal to renew the driver's identification card by the Sheriff under the terms of the applicable Ordinance of the County of San Diego; or
 - (4) His/her California Driver's License is revoked or suspended; or
- (5) The driver is convicted of reckless driving or driving while under the influence of intoxicating liquors and/or narcotics; or
- (6) The driver has been convicted of assault, battery, resisting arrest, solicitation of prostitution, any crime involving force and violence, or reasonably and rationally is related to the ability or integrity of the driver to operate a for-hire vehicle or transport passengers; or
- (7) The driver has ever been convicted of a crime that requires registration under the California Penal Code as a sex offender.
- (b) For purposes of Subsections (a) (1) through (a) (6) of this section, a plea of nolo contendere, or a forfeiture of bail shall be considered a conviction if it occurred within the five (5) years immediately preceding the date of application for a permit or identification card.
- (c) Notwithstanding a driver's possession of a valid taxicab or LSV driver identification card, the Chief Executive Officer may deny, suspend, revoke, or refuse to renew the driver's privilege to operate a for-hire vehicle in the City if the driver falls within the provisions of this section. The Chief Executive Officer shall send a notice of prohibition the date postmarked to operate a taxicab or LSV to any holder of a Sheriff's driver identification card who is ineligible under Subsection (a) to operate a for-hire vehicle within the City limits. The notice of prohibition shall be appealable in accordance with Section 1.16.

(Section 1.14 amended 5/12/2016)

(Section 1.14 amended 8/7/2003)

(Section 1.14 amended 11/14/2002)

(Section 1.14 amended 6/24/1999)

Section 1.15 - Surrender of Medallion

(a) When a permit has been suspended or revoked, the operation of any for-hire vehicle authorized by such permit shall cease, and its medallion surrendered immediately to the Chief Executive Officer.

(Section 1.15 amended 11/14/2002)

<u>Section 1.16 - Right of Administrative Appeal from Denial, Suspension or Revocation of Permit or</u> Driver's Identification Card or Related Adverse Action

- (a) The permit holder or driver shall be notified that he or she may file with the Chief Executive Officer a written administrative appeal ten (10) days after delivery of the notice of revocation or suspension, or the denial of a license, permit, or driver's identification card, the notice of prohibition to operate or the imposition of a fine. The permit holder or driver shall set forth in the appeal the reasons why such action is not proper.
- (b) If no administrative appeal is filed within the proper time, the permit or driver's identification card shall be considered revoked, suspended or denied, and shall be surrendered, the fine be imposed, as applicable, or the notice of prohibition to operate take effect.
- (c) Except as provided in Subsection (d), once an administrative appeal is filed, the revocation or suspension of the permit or driver's identification card, the effect of the notice of prohibition to operate, or the imposition of the fine shall be stayed pending the final determination of the administrative appeal.
- (d) If, in the Chief Executive Officer's opinion, the continued operation of a for-hire vehicle or possession of a driver's identification card represents an unsafe condition for any passenger or pedestrian, the revocation or suspension of the related permit, driver's identification card, or the effect of any notice of prohibition to operate shall not be stayed. A revocation or suspension of a permit imposed for failure to comply with Section 1.8 (f) or Section 1.9 is rebuttably presumed to represent an unsafe condition pending the determination of the appeal or the correction of the violation, whichever shall occur first. Notwithstanding, no medallion shall be reaffixed to a vehicle until the violation under Sections 1.8 (f) or 1.9 has been corrected.

(Section 1.16 amended 8/7/2003) (Section 1.16 amended 11/14/2002)

Section 1.17 - Procedure Upon Administrative Appeal

(a) When an appeal is filed, the Chief Executive Officer shall review the appeal, and based on additional information provided therein, may revise the hearing officer, who shall expeditiously schedule the hearing before him/her.

- (1) The Chief Executive Officer shall use California Department of General Services, Office of Administrative Hearings Administrative Law Judges as Hearing Officers. The assignment of Administrative Law Judges as Hearing Officers shall be determined by the California Department of General Services, Office of Administrative Hearings.
- (2) The Hearing Officer shall be a member of the California State Bar and shall not be an MTS employee.
- (b) The appellant and the Chief Executive Officer or designate shall each have the right to appear in person and be represented by legal counsel, to receive notice, to present evidence, to call and cross-examine witnesses under oath, and to present argument.
- (c) An appellant may select an individual to interpret for them. MTS will not pay any costs or be held responsible for any aspect of the interpreter's ability to accurately interpret the hearing.
- (1) The Hearing Officer shall have the power to compel attendance of witnesses and documents by subpoena, in accordance with state law.
- (2) The formal rules of evidence need not apply, and any relevant evidence that is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs shall be admissible. Hearsay evidence may be considered by the Hearing Officer, but no findings may be based solely on hearsay evidence unless supported or corroborated by other relevant and competent evidence. The formal exceptions to the hearsay rule shall apply.
- (d) The Chief Executive Officer shall promulgate supplementary rules and procedures for the conduct of the hearing, the forms of notice and proceedings, and the preparation and submission of the record.
- (e) The decision of the Hearing Officer shall be the final administrative remedy and shall be binding upon the parties to the appeal.
- (f) If the Hearing Officer decides to suspend or revoke a permit or driver's identification card, the appellant shall immediately surrender the medallion or driver's identification card to the Chief Executive Officer.

(Section 1.17 amended 5/12/2016) (Section 1.17 amended 11/15/2012)

Section 1.18 - Exceptions to Provisions

- (a) (a) The provisions of this Ordinance do not apply to:
 - (1) a vehicle properly licensed under the jurisdiction of the <u>California</u> Public Utilities Commission of the <u>State of California</u> (CPUC) <u>unless such vehicle also provides</u> transportation services regulated by MTS under this Ordinance;
 - (2) or to public transit vehicles owned, operated, or contracted for by MTS; or
 - (1)(3) the Metropolitan Transit System Board or to a vehicle properly licensed by the State or County as an ambulance._
- (b) For compliance purposes, MTS inspectors may inspect all CPUC licensed vehicles.

ensure they are not exceeding the authority granted by their license or operating as unlicensed private-hire transportation provider.

-26 A-29

(Section 1.18 amended 12/14/2017)

(Section 1.18 amended 5/12/2016)

(Section 1.18 amended 11/15/2012)

(Section renumbered to 1.18 9/24/1998)

(Section 1.17 amended 1/12/1995)

(Section 1.17 amended 6/24/1993)

Section 1.19 - Chief Executive Officer's Authority to Adopt Rules and Promulgate a Schedule of Fines

(a) Except where Board action is specifically required in this Ordinance, the Chief Executive Officer may adopt any rules and regulations reasonable and necessary to implement the provisions of this Ordinance. The Chief Executive Officer shall promulgate a schedule of administrative fines and penalties for violations of this Ordinance in lieu of the revocation or suspension of a permit or identification card, a copy of which schedule shall be filed with the Clerk of the Board.

(Section renumbered to 1.19 9/24/1998)

Section 1.20 - Americans with Disabilities Act

(a) Permit holders, vehicles, and drivers are required to comply with the requirements of the federal Americans with Disabilities Act (ADA), and ADA regulations are hereby incorporated into MTS Ordinance No. 11 by reference. A violation of ADA requirements is a violation of this Ordinance and subject to a fine or suspension or revocation or a combination.

(Section renumbered to 1.20 9/24/1998) (Section 1.19(a) was added 4/10/1997)

SECTION 2.0 - TAXICABS AND/OR LSVs

Section 2.1 - Types of Service

(a) A taxicab or LSV is authorized to provide exclusive ride and group ride service.

(Section 2.0 and 2.1 amended 8/7/2003)

Section 2.2 - Rates of Fare

- (a) After a notice and open public hearing of the Taxicab Advisory Committee, MTS shall establish a maximum rate of fare for exclusive ride and group ride hire of taxicabs and/or LSVs except for trips from San Diego International Airport. A permit holder may petition the Board for any desired change in the maximum taxicab or LSV rates for exclusive ride and/or zone rates and group ride hire.
- (b) Taxicab trips from San Diego International Airport shall be at a uniform rate of fare. Rates for trips originating at the airport may include an extra charge equal to the Airport Trip Fee assessed against the individual taxicab operator by the San Diego County Regional Airport Authority. The extra may not be charged on any trip that does not originate at the airport or on any trip where the taxicab operator does not pay the fee to the San Diego County Regional Airport Authority. The extra charge may only be charged to the customer by utilizing the extra button on the taxicab meter. A driver may not verbally request payment. All taxicabs utilizing the Airport Trip Fee extra button must have a decal, approved by the Chief Executive Officer and the County of San Diego Office of Weights and Measures. The decal shall identify and accurately describe the extra charge consistent with regulatory requirements.

- (c) Each permit holder shall file with the Chief Executive Officer the rates of fare that he/she will charge, which shall not exceed the maximum rate set by the Board pursuant to Section 2.2(a).
- (1) Each taxicab permit holder shall have the taximeter set by properly licensed personnel for the rate that he/she will charge and have the taximeter sealed and inspected.
- (2) All taxicabs shall accept major credit cards including, but not limited to, VISA, MasterCard, American Express, and Discover. Fees shall not be passed onto passengers.
- (3) Each taxicab permit holder shall prominently post rates in dollars-per-mile centered on the upper third part of both rear doors one (1) inch in height utilizing "Univers" or other MTS pre-approved font in black or white lettering to produce maximum contrast adequately spaced for maximum readability.
 - (4) No other information shall be posted on rear doors.
- (d) If a taxicab permit holder desires to change his/her rates of fare, he/she shall file with the Chief Executive Officer the new rates, reset the taximeter, have the taximeter sealed and inspected, and post the revised rates on each side of the taxicab as provided in Subsection (c) of this section.
- (e) It shall be unlawful for a permit holder or driver to operate any taxicab in the City, unless the vehicle is equipped with a taximeter that meets the requirements of the State of California.
- (1) The taximeter shall be of a style and design approved by the Chief Executive Officer.
- (21) The taximeter shall calculate fares upon the basis of a combination of mileage traveled and time elapsed. When operative with respect to fare indication, the fare-indicating mechanism shall be actuated by the mileage mechanism whenever the vehicle is in motion at such a speed that the rate of mileage revenue equals or exceeds the time rate, and may be actuated by the time mechanism whenever the vehicle speed is less than this, and when the vehicle is not in motion.
- (23) Waiting time shall include all time when a taxicab occupied or engaged by a passenger is not in motion or is traveling at a speed which is slow enough for the time rate to exceed the mileage rate. Waiting time will also include the time consumed while standing at the direction of the passenger or person who has engaged the taxicab.
- (34) It shall be the duty of every permit holder operating a taxicab to keep the taximeter in proper condition so that the taximeter will, at all times, correctly and accurately indicate the charge for the distance traveled and waiting time. The taximeter shall be at all times subject to the charge for the distance traveled and waiting time.
- (45) The taximeter shall be at all times subject to inspection by an MTS inspector or any peace officer. The MTS inspector or peace officer is hereby authorized at his or her instance or upon complaint of any person to investigate or cause to be investigated the taximeter, and upon discovery of any inaccuracy in the taximeter, or if the taximeter is unsealed, to remove or cause to be removed the vehicle equipped with this taximeter from the streets of the City until the taximeter has been correctly adjusted and sealed. Before being returned to service, the vehicle and taximeter must be inspected and approved by the Chief Executive Officer.

- (56) Any device repairperson who places into service, repairs, or recalibrates a taximeter shall record the tire size and pressure of the drive wheels of that vehicle, as tested, on the repair person's sticker.
- (67) It shall be the duty of the permit holder to ensure the proper device repair person's sticker is affixed to the taximeter and to ensure the tires are the proper size.
- (f) It shall be unlawful for any driver of a taxicab, while carrying exclusive or group ride passengers, to display the flag or device attached to the taximeter in such a position as to denote that the vehicle is for hire, or is not employed, or to have the flag or other attached device in such a position as to prevent the taximeter from operating. It shall be unlawful for any driver to throw the flag into a position which causes the taximeter to record when the vehicle is not actually employed, or to fail to throw the flag or other device into non-recording position at the termination of each and every service.
- (g) The taximeter shall be so placed in the taxicab that the reading dial showing the amount of fare to be charged shall be well-lighted and easily readable by the passenger riding in such taxicab.
- (h) It shall be unlawful for any permit holder and/or driver of a taxicab or LSV to demand of a passenger a charge for hire which is greater than the current maximum rate approved by the Board pursuant to Section 2.2 (a) or (b) of this Ordinance.
- (i) Except as provided in this section, is shall be unlawful for any permit holder and/or driver to demand of a passenger a charge for hire which is greater than the permit holder's meter rate filed with the Chief Executive Officer pursuant to Sections 2.1 (a), 2.2 (b), or 2.2 (c) of this Ordinance.
- (j) Nothing in this Ordinance shall preclude a permit holder or driver from agreeing with prospective passenger(s) to a rate of fare which is less than the permit holder's filed and posted rates of fare if the agreement is entered into in advance of the passenger(s), hiring the taxicab for the trip.

(Section 2.2 amended 12/14/2017)

(Section 2.2 amended 5/12/2016)

(Section 2.2(c)(2)amended 11/15/2012)

(Section 2.2(b) amended 4/19/2012)

(Section 2.2 amended 8/7/2003)

(Section 2.2 amended 5/8/2003)

(Section 2.2 amended 11/14/2002)

(Section 2.2 amended 6/24/1999)

(Section 2.2 amended 9/24/1998; Section 2.2c operative May 1, 1999)

(Section 2.2 amended 10/30/1997)

(Section 2.2 amended 4/10/1997)

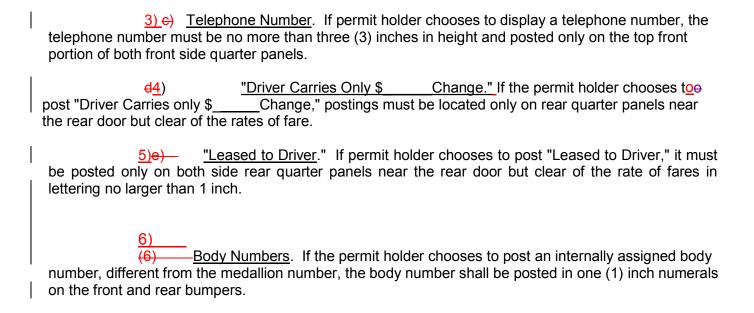
Section 2.3 - Equipment and Specifications

- (a) No taxicab shall be operated until the taximeter thereon has been inspected, tested, approved and sealed by an authorized representative of the State of California, and thereafter so maintained in a manner satisfactory to the Chief Executive Officer.
- (b) Each taxicab shall-may be equipped with a device which shall-plainly indicates to a person outside the taxicab whether the taximeter is in operation or is not in operation.

- (c) Mandatory Exterior Markings: The permit holder must display one of the following exterior markings schemes on each taxicab: (1) Exterior Marking Scheme 1: The following must be displayed if in use of Exterior Marking Scheme 1: \$The permit holder's trade name—shall be painted or permanently affixed in letters and numerals four (4) inches high all on one line on the upper third part of both rear doors or both rear quarter panels utilizing "Univers" or other Chief Executive Officer pre-approved font in black or white lettering to produce maximum contrast adequately spaced for maximum readability. In the event the trade name does not fit on one line utilizing four (4) inch lettering, the trade name lettering must be as large as possible, up to four (4) inches in height, to enable the trade name to fit on one line. The medallion number shall be painted or permanently affixed, on both rear doors or both rear quarter panels, one (1) inch below the permit holder's trade name, six (6) inches high, utilizing "Univers" or other Chief Executive Officer pre-approved font in black or white lettering to produce maximum contrast adequately spaced for maximum readability. medallion number which shall be permanently affixed in the measurements prescribed below to both rear doors, and (42) Exterior Marking Scheme 2: The following must be displayed if in use of Exterior Marking Scheme 2: -(A) The permit holder's trade name shall be painted or permanently affixed in letters and numerals four (4) inches high all on one line on the upper third part of both front doors utilizing "Univers" or other Chief Executive Officer pre-approved font in black or white lettering to produce maximum contrast adequately spaced for maximum readability. In the event the trade name does not fit on one line utilizing four (4) inch lettering, the trade name lettering must be as large as possible, up to four (4) inches in height, to enable the trade name to fit on one line. (B) (2)—The medallion number shall be painted or permanently affixed, on both front doors, one (1) inch below the permit holder's trade name, six (6) inches high, utilizing "Univers" or other Chief Executive Officer pre-approved font in black or white lettering to produce maximum contrast adequately spaced for maximum readability. (C) (3)—The permit holder's trade name and medallion number shall be painted or permanently affixed on the rear of the taxicab, four (4) inches high, utilizing "Univers" or other Chief Executive Officer pre-approved font in black or white lettering to produce maximum contrast adequately spaced for maximum readability. In the event the rear of the vehicle does not have four inches of vertical space for the trade name and medallion number, the rear lettering may be less than
 - (4) No other information shall be permitted to be posted on front doors.

inches, provided that it is easily readable from a distance of 50 feet.

- (d) (5) Optional Exterior Vehicle Markings. The permit holder has the option of choosing to post any combination of the below-listed five options on his or her taxicab which must be posted only at the specific location and in the size noted. and are subject to the Chief Executive Officer's approval.
- <u>1a</u>) <u>Trade Name Logo</u>. If the permit holder chooses to display his or her trade name logo, the trade name logo shall be posted only on the rear portion of both side rear quarter panels.
- <u>2) b) Dispatch Radio Service Provider</u>. If the permit holder chooses to display the <u>radio-dispatch</u> service provider name or logo, the <u>radio-disptach</u> service provider name or logo cannot utilize the words "cab" or taxi." The <u>dispatch radio</u> service provider name or logo must be displayed only on the rear portion of both side rear quarter panels.



-31 A-34

- (e(7) All other exterior vehicle markings are prohibited unless they are directly related to the permit holder's business and pre-approved by the Chief Executive Officer.
- (df) All taxicabs shall be equipped and operated so that they may be dispatched by two-way radio or two-way electronic communication, monitored by a dispatcher, in response to a telephone or other request for service by a prospective passenger. This requirement may not be met by use of a mobile radio telephone service.
 - (1) Means of dispatch Radio or electronic device must be turned on, and audible to driver, at all times the taxicab is in service.
 - (2) Other electronic dispatch equipment, such as a two-way radio, cellular phone or tablet, shall be securely mounted within the vehicle in such a way to be visible to peace officers and MTS inspectors and allow for hands-free operation while the vehicle is in motion.
- (eg) If radio dispatch capability is utilized, the dispatch service must abide by the following:

 Tthe radio dispatch capability described in paragraph (d) of this section must be provided so as to conform to the regulations of the Federal Communications Commission (FCC) pertaining to Land Transportation Radio Services. Failure to conform to those regulations will additionally constitute a failure to meet the requirements of this section.
 - (1) The current valid FCC license shall be on file with MTS.
- (2) Taxicab permit holder shall provide current proof the radio or electronic device has passed inspection by an MTS-approved inspector.
- (3) Taxicab radios shall have the capability to receive or transmit only on frequencies specified in the FCC license of the radio service subscribed to by the permit holder.
- (fh) Each permit holder shall equip each permitted taxicab with a device capable of electronically processing credit card transactions. The device must be visible to all passengers and must allow the passenger to operate the payment device independently of the driver, without having to hand the credit card to the driver. —The device must be fully operational at all times. The permit holder or dispatch service shall be the merchant of record associated with the device. Any means of electronic credit card acceptance is acceptable so long as it complies with the provisions set forth in Section 1.8 (r). The device must be electronically linked to the taxicab fare meter.

(Section 2.3 amended 12/14/2017)

(Section 2.3 amended 10/13/2016)

(Section 2.3 amended 5/12/2016)

(Section 2.3 amended 2/12/2015)

Section 2.3 amended 11/15/2012)

(Section 2.3 amended 6/27/2002)

(Section 2.3 amended 9/24/1998; Section 2.3c operative May 1, 1999)

(Section 2.3 amended 6/27/1991; effective 7/27/1991)

(Section 2.3 amended 4/10/1997)

Section 2.4 - Operating Regulations

(a) Operating regulations shall be promulgated and adopted from time to time by resolution

of the Board. These resolutions will have the force of law and will be published and processed as though set forth in this Ordinance.

(1) Smoking is not permitted at any time inside a MTS-permitted vehicle.

-33 A-36

- (b) Any driver employed to transport passengers to a definite point shall take the most direct route possible that will carry the passenger to his-the destination safely and expeditiously.
- (c) It shall be unlawful for the driver or operator of any taxicab or LSV to refuse a prospective or actual fare or to take any action to actively discourage a prospective or actual fare on the basis of race, creed, color, age, sex, national origin, disability, or for any other reason, unless it shall be readily apparent that the prospective or actual fare is a hazard to the driver or operator. Rude or abusive language directed to a passenger(s) or any physical action that a reasonable person would construe as threatening or intimidating shall be specifically defined as a violation of this section.
- (1) A driver, however, is not obligated to transport any person who is verbally or otherwise abusive to the driver. Such incidents shall also be noted on the trip log and notification shall be immediately sent to the <u>radio_dispatch</u> service organization, which shall record the incident and keep the record for the minimum of 6 months.
- (2) A failure of the driver of any taxicab or LSV to assist a passenger with the loading or unloading of a reasonable size, number, and kind of passenger luggage or other items, when requested to do so, shall be specifically defined as a violation of this section. A driver is not required to lift any single piece of passenger luggage or other item that exceeds 25 pounds in weight. The requirement for loading or unloading assistance shall be limited to retrieval from or deposit onto the nearest curbside adjacent to the legally parked taxicab or LSV. A sign in the form of a transparent decal may be affixed to the rear-door, side window stating that, "DRIVER IS NOT REQUIRED TO LOAD LUGGAGE IN EXCESS OF 25 POUNDS PER ITEM OR OF A SIZE OR KIND THAT WILL NOT SAFELY FIT IN THE DESIGNATED LUGGAGE AREA OF THIS VEHICLE."
- (3) A driver with a lawful disability that prevents him/her from handling items as defined in subsection (2) above is, upon submission of proof of such disability, relieved of responsibility for the requirements of subsection (2). A driver so situated may affix a small sign either in the passenger section of the vehicle to be clearly visible to a rear seat passenger or on the inside of the trunk cover lid stating that, "DRIVER HAS DISABILITY THAT PREVENTS HANDLING OF LUGGAGE."
- (d) It shall be unlawful for taxicab operators to refuse or discourage a prospective or actual fare based upon trip length within the cities, or method of payment. Driver shall not refuse payment by credit card.
- (1) A vehicle designated as an LSV may refuse a prospective or actual fare if the trip distance is outside allowed areas of operations.
- (2) All LSV operators will carry a current list of MTS-approved radio services and refer the prospective or actual fare to that list of radio service organizations. All referrals shall be noted on the driver daily trip sheet.
- (32) A failure to promptly dispatch (within the standards required by Sections 2.6(a)(1), (2), and (3) of this Ordinance), or any action by a driver of any taxicab or LSV to refuse or discourage a prospective or actual passenger who must transport foodstuffs or who must meet a medical appointment, irrespective of trip length, shall be specifically defined as a violation of this section so long as that prospective passenger has notified the dispatch service of this circumstance at the time a request for taxi service was made.

- (e) No driver of any taxicab or LSV shall stop, park, or otherwise leave standing a taxicab or LSV on the same side of the street in any block in which taxicabs or LSVs are already stopped, parked, or otherwise standing except the taxicab or LSV may actively unload in a passenger loading zone or be parked in a marked taxi/LSV stand.
- (f) No driver shall stop, park or otherwise leave standing a taxicab or LSV within one-hundred (100) feet of any other taxicab or LSV except in a marked taxi/LSV stand or while actively loading or unloading passengers.
- (g) No driver shall stop, park, or otherwise leave standing any MTS permitted vehicle within fifteen (15) feet of any fire plug except as modified in Section 2.5 of this Ordinance.
- (h) No driver shall stop, park or otherwise leave standing any MTS permitted vehicle in a disabled parking zone except as authorized per California Vehicle Code section 22507.8.
- (i) An out-of-service sign must be displayed when the taxicab or LSV is not available for hire and is being operated or is lawfully parked for purposes of maintenance, inspection, or personal use. The sign must be placed in a location in the vehicle that is clearly visible from the exterior of the vehicle. The sign must be of durable material and written in block letters in black ink and easily readable from a distance of not less than ten (10) feet.
- (j) A taxicab driver may seek passengers by driving through any public street or place without stops, other than those due to obstruction of traffic, and at such speed as not to interfere with or impede traffic.
- (k) It shall be unlawful, however, for the driver to seek passengers by stopping at or driving slowly in the vicinity of an entertainment center or transportation center or any other location of public gathering, in such a manner as to interfere with public access to or departure from that center or location, or so as to interfere with or impede traffic.
- (I) It shall also be unlawful for a taxicab or LSV driver, having parked and left his or her taxicab or LSV, to solicit patronage among pedestrians on the sidewalk, or at any entertainment center, transportation center, or other location of public gathering.
- (m) No person shall solicit passengers for a taxicab or LSV other than the driver thereof; however, the Chief Executive Officer may authorize a dispatcher to solicit passengers and assist in loading passengers at such times and places as, in his or her discretion, public service and traffic conditions require.
- (n) It shall be unlawful for the driver or operator of any taxicab or LSV to remain standing in any established taxicab or LSV stand or passenger loading zone, unless the driver or operator remains within twelve (12) feet of his or her taxicab or LSV, except when the driver or operator is actually engaged in assisting passengers to load or unload.
- (o) Only paying passengers and persons specifically authorized by the Chief Executive Officer may occupy a taxicab or LSV that is already occupied by a paying passenger. No driver, once a paying passenger has occupied his-the taxicab or LSV, shall permit any other nonpaying passenger to occupy or ride in the taxicab or LSV.
- (p) It shall be unlawful to respond to a call for service dispatched to another operator except when an LSV refers service to another operator because the trip distance is outside of the approved area of jurisdiction.

- (q) The taxicab or LSV driver shall maintain a daily trip log which shall be available for inspection upon request by any peace officer or MTS inspector. The trip log will accurately show the driver's name, taxicab or LSV number, date, time, beginning odometer reading, starting and ending locations, type of service provided, and fare paid for each trip provided.
- (1) The daily trip log shall consist, at a minimum, of a five- by seven-inch paper form retained on a stiff-board writing surface with ruled lines and columns sufficient to contain the required information. All entries will be in black or dark blue ink, block letters, and be clearly legible. Colored paper that is lightly shaded is allowed provided there is sufficient contrast for entries to be easily read. Onboard electronically generated reports that meet the legibility requirements are acceptable.
- (2) The driver shall deliver trip logs to the permit holder upon request or at a weekly interval, whichever is less.
 - (r) All operating regulations set forth in Section 1.8 apply.
- (s) The permit holder for any taxicab or LSV with a permit issued after July 1, 1991, shall comply with the following:
- (1) <u>(Optional)</u> The color scheme of the vehicle <u>will-may</u> conform to that of the <u>radio-organization</u>. dispatch service.
- (2) Establish a business office in a location available to the public, and have staff on duty during regular business hours.
- (3) File with MTS, and charge a rate of fare common to the radio service organization providing service required by this Ordinance.
- (4) Maintain a current executed taxicab driver lease agreement for each current driver that includes all aspects of the business relationship between the permit holder and the lessee, and written receipts of all payments from lessee.
- (t) The taxicab company or the driver of the taxicab shall notify the passenger of the applicable rate prior to the passenger accepting the ride for walkup rides and street hails if different than the posted maximum rate.

(Section 2.4 amended 12/14/2017)

(Section 2.4 amended 10/13/2016)

(Section 2.4 amended 5/12/2016)

(Section 2.4 amended 2/12/2015)

(Section 2.4 amended 11/15/2012)

(Section 2.4 amended 8/7/2003)

(Section 2.4 amended 11/14/2002)

(Section 2.4 amended 6/24/1999)

(Section 2.4 amended 2/13/1997)

(Section 2.4 amended 6/27/1991; effective 7/27/1991)

Section 2.5 - Stands

(a) The Chief Executive Officer may establish, locate and designate shared use taxicab/LSV stands for one or more taxicabs/LSVs, which stands when so established shall be appropriately designated "Taxis/LSVs Only." The operating regulations of this Ordinance shall apply to such stands

and to taxicab/LSV stands established by the San Diego Unified Port District in areas under its jurisdiction within the City.

(b) Each taxicab or LSV stand established hereunder may be in operation twenty-four (24) hours of every day, unless otherwise specified by the Chief Executive Officer.

- (c) Any individual, partnership, association, or other organization may petition MTS requesting that a new taxicab/LSV stand be established, or that the location of an existing taxicab/LSV stand be changed to another location. A nonrefundable filing fee to be determined by the Chief Executive Officer must be paid at the time the petition is submitted.
- (d) It shall be unlawful for a vehicle other than a taxicab or LSV with a proper MTS taxicab or LSV permit to occupy a taxi/LSV stand.
- (e) LSVs may only occupy taxicab stands that are specially signed, designated their approved use.

(Section 2.5 amended 11/15/2012) (Section 2.5 amended 8/7/2003)

Section 2.6 - Radio Dispatch Services

- (a) In order to provide taxicab or LSV radio dispatch service required by Section 2.3(d, e), the dispatch service organization adding or changing subscribers after July 1, 1991 shall establish and conform to written policies and procedures concerning the following:
 - (1) Standard time elapse for answering the telephone service-request line(s).
 - (2) Standard time elapse for the taxicab's or LSV's arrival at requested pick-up location.
 - (3) Passenger's request for a specific driver ("personals").
 - (4) Additional two-way communication devices (mobile or cellular phones) in taxicabs or LSVs.
 - (5) Lost and found for passengers' items.
 - (6) Assignment of vehicle body numbers.
 - (7) Immediately notify the permit holder of all lost items and inquiries.

Current written policies and procedures shall be available to subscribers from the radio dispatch organization, and on file with MTS.

- (b) Taxicab and/or LSV service organizations shall, 24 hours a day, have dispatch staff on duty at the business location, which must be a preapproved physical address, answer telephone-request line(s), properly dispatch those requests to all members, provide radio response to all licensed radio frequencies/channels, and respond to direct requests from drivers, permit holders, and MTS as well as law enforcement and local regulatory agencies. No more than two radio service organizations-may share the same office location. Two radio service organizations may utilize the same dispatcher upon approval by MTS.
- (c) Taxicab and or LSV radio dispatch services shall keep written records of all requests for taxi and/or LSV service, calls dispatched, and the time(s) each taxicab and/or LSV goes in and out of

service. These records shall be kept on file for a minimum of six (6) months, and made available to MTS, upon request.

- (d) Taxicab and/or LSV radio dispatch services shall maintain a listing in the major business telephone directory.
- (ed) No person, partnership, corporation, association, other organization providing radio or other dispatch service shall dispatch a request for service to a driver, owner, or vehicle unless the driver, owner, and vehicle are properly licensed to provide the service requested.
- (fe) The Chief Executive Officer may, at any time, revoke or suspend the taxicab or LSV privileges of or fine any person, partnership, corporation, association, other organization providing radio or other dispatch service that violates a provision of this ordinance.

(Section 2.6 amended 12/14/2017)

(Section 2.6 amended 10/13/2016)

(Section 2.6 amended 11/15/2012)

(Section 2.6 amended 8/7/2003)

(Section 2.6 amended 9/24/1998)

(Section 2.6 added 6/27/1991; effective 7/27/1991)

Section 2.7 - Driver Safety Requirements

- (a) No taxicab vehicle or LSV shall be operated unless such vehicle is equipped with an emergency signaling device approved by the Chief Executive Officer.
 - (b) No taxicab vehicle may be operated with window tinting, shades, or markings that could interfere with a clear view of the cab interior from the outside, unless equipped by the vehicle manufacturer and approved by an MTS inspector.
- (c) Taxicab/LSV <u>dispatch</u> radio services required by Section 2.3 shall at all times have a dispatch staff person on duty who has successfully completed a driver safety training course approved by the Chief Executive Officer.
- (d) The use of a cellular phone or other similar electronic device by drivers is prohibited at all times when the vehicle is in motion. Otherwise, California Vehicle Code rules apply.

(Section 2.7 amended 12/14/2017)

(Section 2.7 amended 10/13/2016)

(Section 2.7 amended 5/12/2016)

(Section 2.7 amended 11/15/2012)

(Section 2.7 amended 8/7/2003)

(Section 2.7 added 9/24/1998)

SECTION 3.0 - CHARTER VEHICLES

Section 3.1 - Rates of Fare

(a) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder for charter services.

- (b) If a permit holder desires to change the rates of fare being charged for charter services during any calendar year, he shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said change.
- (c) No permit holder shall charge any rate of fare for charter services unless said rates are on file with the Chief Executive Officer as aforesaid, and duly displayed.
- (d) The rates of fare shall be established by a prearranged written contract on a per-mile or per-hour basis.

(Section 3.1 amended 4/10/1997)

Section 3.2 - Operating Regulations

- (a) It shall be unlawful for any charter vehicle to remain standing on any public street in the City, except such reasonable time necessary when enabling passengers to load or unload.
- (b) It shall be unlawful for any person, either as owner, driver, or agent, to approach and solicit patronage upon the streets, sidewalks, in any theater, hall, hotel, public resort, railway or airport, or light rail transit station.
- (c) The charter for-hire vehicle driver shall maintain a daily trip log which shall be available for inspection upon request by any peace officer or MTS inspector. The trip log will accurately show the driver's name and the medallion number on the vehicle. In addition, the trip log shall identify the scheduling parties by name, date, and time of the prearranged hire. If the trip is medical in nature, the passenger's name may be omitted.
 - (d) All other operating regulations defined in Section 1.8 apply.

(Section 3.2 amended 12/14/2017)

(Section 3.2 amended 11/14/2002)

SECTION 4.0 - SIGHTSEEING VEHICLES

Section 4.1 - Rates of Fare

- (a) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder of sightseeing vehicle services.
- (b) If a permit holder desires to change the rates of fare being charged for sightseeing services during any calendar year, he shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said changes.
- (c) No permit holder shall charge any rate of fare for sightseeing services unless said rates are on file with the Chief Executive Officer as aforesaid, and duly displayed.
 - (d) The rate of fare shall be established on a per capita or per event basis.

(Section 4.1 amended 4/10/1997)

-40

Section 4.2 - Operating Regulations

- (a) It shall be unlawful for any sightseeing vehicle to remain standing on any public street in the City, except such reasonable time necessary when enabling passengers to load or unload.
- (b) It shall be unlawful for any person, either as owner, driver, or agent, to approach and solicit patronage upon the streets, sidewalks, in any theater, hall, hotel, public resort, railway or airport, or light rail transit station.
 - (c) All other operating regulations defined in Section 1.8 apply, except Section 1.8 (v).

SECTION 5.0 - NONEMERGENCY MEDICAL VEHICLES

Section 5.1 - Rates of Fare

- (a) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder for nonemergency medical vehicle services.
- (b) If a permit holder desires to change the rates of fare being charged for nonemergency medical vehicle services during any calendar year, he shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said change.
- (c) No permit holder shall charge any rate of fare for nonemergency medical vehicle services unless said rates are on file with the Chief Executive Officer as aforesaid, and duly displayed.
- (d) The rate of fare for exclusive ride service shall be established on a per capita plus per mile basis.
- (e) The rates of fare for shared ride service shall be established on a per capita plus per mile basis, or on a per capita plus per zone basis.

(Section 5.1 amended 12/14/2017) (Section 5.1 amended 4/10/1997)

Section 5.2 - Operating and Equipment Regulations

- (a) It shall be unlawful for any nonemergency medical vehicle to remain standing on any public street in the City, except when enabling passengers to load or unload.
 - (b) All other operating regulations defined in Section 1.8 apply.
- (c) Special equipment on a nonemergency medical vehicle shall, at all times the vehicle is in operation, be in proper working order. Such vehicles equipped with wheelchair ramps or lifts shall have proper device(s) to secure each wheelchair on board.
- (d) The permit holder is responsible for ensuring that the driver of a nonemergency medical vehicle is properly trained:
 - ____(1) in the use of any of the vehicle's special equipment;

(2) concerning supervision of or assistance to the disabled passengers whom the driver is to transport.

(Section 5.2 amended 6/22/1995) (Section 5.2 amended 6/24/1993)

Section 5.3 - Driver Identification Cards

In addition to the requirements set forth in Section 1.12, nonemergency medical vehicle drivers shall acquire and maintain valid proof of proper first-aid and CPR training.

(Section 5.3 added 6/24/1993)

SECTION 6.0 - JITNEY VEHICLES

Section 6.1 - Rates of Fare

- (a) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder for jitney services.
- (b) If a permit holder desires to change the rates of fare being charged for jitney services during any calendar year, he shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said change.
- (c) No permit holder shall charge any rate of fare for jitney services unless said rates are on file with the General Manage as aforesaid, and duly displayed.
 - (d) The rates of fare shall be established on a per capita basis.

(Section 6.1 amended 4/10/1997)

Section 6.2 - Jitney Routes

- (a) A permit holder who wishes to provide a fixed route service shall apply to the Chief Executive Officer for authorization to serve a defined route with a specific vehicle. No for-hire vehicle may be operated as a jitney until it has met all other requirements of this Ordinance and has been approved for service on a specific fixed route. A jitney may be authorized to serve more than one route; however, a jitney may provide fixed route service on only those routes which the Chief Executive Officer has approved in writing for that vehicle.
- (b) The application for a fixed route shall be in writing and shall contain the following information:
 - (1) A description of the vehicle(s) which will be utilizing the route;
- (2) A detailed written description of the route, to include starting location, ending location, and the street name and direction of travel for all streets to be used in the route;
 - (3) A map in sufficient detail to clearly indicate the proposed route;

- (4) The fare to be charged; and
- (5) Such other information as the Chief Executive Officer may, in his or her discretion, require.
- (c) Upon approval of a fixed route by the Chief Executive Officer, the permit holder shall display a representation of the route, the fare, and the permit holder's trade name on each side of the vehicle in letters large enough to be easily read by potential customers in accordance with the standards established by the Chief Executive Officer under Section 6.5 of this Ordinance. Only one (1) route may be displayed on a vehicle at any time.
- (d) If a permit holder wishes to alter his or her approved fixed route(s), he or she must apply in writing to the Chief Executive Officer, submitting the information required in Section 6.2 (b).
- (e) The Chief Executive Officer may, in his or her discretion, place conditions on the approval of fixed routes.
- (f) The Chief Executive Officer may change a route that has been approved previously when the Chief Executive Officer finds it necessary to do so. A change of route may be necessary when a street has been closed temporarily or permanently because of construction, or the direction of a street has been changed, or a street has been vacated, or for similar reasons as determined by the Chief Executive Officer. The Chief Executive Officer shall notify in writing any permit holder whose route has been changed. The Chief Executive Officer's change of a route is subject to appeal under Section 1.16 of this Ordinance.
- (g) Except as provided for within this subsection, an approved fixed route may not be transferred to another vehicle or permit holder. A permit holder may receive approval for a vehicle that is replacing a jitney already in service to use the approved fixed routes of the replaced vehicle.

(Section 6.2 amended 11/14/2002)

Section 6.3 – Operating Regulations

- (a) It is unlawful for any jitney to remain standing on any public street in the City, except when enabling passengers to load or unload, or except when standing in a jitney holding zone for the time period established by MTS.
- (b) It is unlawful for any person including, but not limited to, a jitney owner, driver, or agent thereof, to approach and solicit patronage upon the streets, sidewalks, in any theater, hall, hotel, public resort, railway, airport, or light rail transit station.
- (c) A peace officer or MTS inspector may authorize a dispatcher to solicit passengers and assist with loading passengers at such times and places as, in his/her discretion, public service and traffic conditions require.
- (d) Except when a driver or operator is actually engaged in assisting passengers to load or unload, a jitney driver or operator must remain within twelve (12) feet of his/her jitney while the jitney is in service.
- (e) It is unlawful for a jitney vehicle to operate a fixed route service on other than that route designated by the Chief Executive Officer.

- (f) It shall be unlawful for a jitney driver to load or unload passengers in any place other than an authorized jitney stop, bus stop, or passenger loading zone.
 - (g) All other operating regulations defined in Section 1.8 apply.

(Section 6.3 amended 11/14/2002)

Section 6.4 - Jitney Holding Zones

- (a) The Chief Executive Officer may, by resolution, locate and designate holding zones for one (1) or more jitneys, which holding zones when so established, shall be designated by appropriate signs. The operating regulations of Section 6.3 shall apply to any holding zones so established, and to holding zones established by the San Diego Unified Port District in areas under its jurisdiction. The Chief Executive Officer may, by his or her discretion, establish the maximum number of jitneys permitted to remain standing at one time in a holding zone.
- (b) Each holding zone established hereunder shall be in operation twenty-four (24) hours of every day, unless otherwise specified by the Chief Executive Officer. The Chief Executive Officer shall adopt written standards to determine whether to allow holding zones to be in operation fewer than twenty-four (24) hours every day. If a holding zone is to be in operation fewer than twenty-four (24) hours every day, the Chief Executive Officer shall cause signs to be posted at or near the holding zone indicating the hours and days of operation.
 - (c) The Chief Executive Officer may, on his or her own motion, establish holding zones.
- (d) Any individual, partnership, corporation, association or other organization may petition MTS requesting that a new holding zone be established. The petition must be filed in writing with the Chief Executive Officer or his/her designee. The petition must state the reason for the request and the proposed location(s). The Board may approve, deny, or modify the request.
- (e) Whether initiated by the Chief Executive Officer under Subsection (c) of this section or by persons described in Subsection (d) of this section, before any holding zone is established, the proposed location of any holding zone must be reviewed by the Traffic Engineer of the City. The Traffic Engineer shall report his/her recommendations to approve, deny, or modify the proposed location in writing to the Chief Executive Officer. The Traffic Engineer's report shall include a statement of reasons supporting the recommendation to the Chief Executive Officer.
- (f) The Chief Executive Officer shall, by resolution, establish a maximum time limit for individual jitneys to remain standing in any holding zone. The time limit shall apply uniformly to all holding zones.
- (g) It shall be unlawful for a vehicle other than a jitney with a proper MTS jitney permit to occupy a jitney holding zone.

(Section 6.4 amended 11/15/2012)

Section 6.5 - Equipment and Specifications

(a) Each jitney shall bear on the outside, signs clearly designating the route which it serves. The specifications of the sign are subject to the approval of the Chief Executive Officer. The Chief

Executive Officer shall adopt written standards for approval or denial of the size of the signs, the location of the signs on the vehicle, the size of the lettering or graphics on the signs, and other specifications that the Chief Executive Officer finds necessary.

(b) All jitney vehicles must bear a trade name and shall be assigned a body number by the permit holder. The trade name and body number so assigned shall be placed on the vehicle in accordance with written standards adopted by the Chief Executive Officer.

Any violation of this Ordinance shall constitute an infraction unless otherwise specified.

SECTION 7.0 - LOW-SPEED VEHICLES

Section 7.1 – Low-Speed Vehicle (LSV) Definition

Low-Speed Vehicles (LSV) shall mean every vehicle that is designated per the requirements of Ordinance No. 11, Section 1.1(c). LSVs may operate by zones and/or a prearranged basis as set forth in Section 1.1 (d) (1)-(5).

(Section 7.0 and 7.1 added 8/7/2003)

Section 7.2 – Establishment of Zones

The Chief Executive Officer shall establish and authorize the use of zones of operation.

(Section 7.2 added 8/7/2003)

Section 7.3 – Zone Rates of Fare

- (a) All vehicles permitted as LSV may use two methods of seeking compensation, either by zone rates or on a prearranged basis. Either method may be used when working inside of an approved zone. However, when operating on a prearranged charter basis, within an approved zone, no operator may exceed the maximum number of vehicles that are permitted.
- (b) Within thirty (30) calendar days following the issuance of a permit by the Chief Executive Officer, each permit holder shall file a document with the Chief Executive Officer reflecting the rates of fare being charged by said permit holder for LSV services.
- (c) When a permit holder desires to change the rates of fare being charged for LSV services during any calendar year, he shall first file a document with the Chief Executive Officer indicating said changes, and no change shall be effective until fourteen (14) days following the filing of said change.
- (d) No permit holder shall charge any rate of fare for LSV services unless said rates are on file with the Chief Executive Officer as aforesaid, and duly displayed.
- (e) The rates of fare shall be established by a zone and/or prearranged written contract on a per-mile or per-hour basis.
 - (f) The maximum rates of fare shall be established pursuant to Section 2.2.

(Section 7.3 amended 10/13/2016) (Section 7.3 added 8/7/2003)

Section 7.4 - Spare Vehicle Policy

- (a) The following sets out procedures for LSV permit holders to place a spare vehicle into service as either a temporary replacement for a permitted vehicle that is out of service for recharging or mechanical problems.
 - (1) Spare LSVs must be marked with the approved company markings.
- (2) In place of the medallion number, the spare LSV must be marked "Spare LSV." Where more than one spare LSV is being requested, under the provisions of paragraph 9, the LSVs will be marked "Spare LSV 1," "Spare LSV 2," and so on. The "Spare LSV" marking should be sized to fit in approximately the same space as the medallion number would otherwise be placed with legibility and visibility being the primary criteria.
 - (3) Spare LSVs must be inspected upon initial issuance and annually thereafter.
 - (4) All spare LSVs must meet all MTS insurance requirements.
- (5) To use a spare LSV that meets the requirements of 1 through 4 above, the permit holder must communicate in writing (facsimile is acceptable), a request to place a spare LSV into service.

The request must state:

- (aA) the medallion number of the LSV being taken out of service, the reason for being out of service, and the location of the out-of-service LSV; and
 - (bB) the estimated time the spare LSV will be in use.
 - (6) When the out-of-service LSV is ready to re-enter service, the permit holder must immediately notify MTS in writing (facsimile is acceptable).
 - (7) The out-of-service LSV may not be required to be reinspected to be placed back into service.
 - (8) The spare LSV must be removed from service at the time the LSV it has been replacing is placed back into service.
 - (9) Under normal circumstances, a permit holder may utilize spare LSVs. Permit holders may utilize spare LSVs in a ratio of 3:1 permits held.
 - (10) Spare LSVs that are placed in service may only operate inside of the MTS-approved zone or zones. A permit holder shall not operate more spare vehicles than he/she has regular permitted vehicles.
 - (11) A permit holder found to have operated a spare LSV in deliberate violation of these procedures will be subject to immediate suspension/revocation of the permit and the loss of the spare LSV utilization privilege.

(Section 7.4 amended 10/13/2016) (Section 7.4 amended 10/16/2003) (Section 7.4 added 8/7/2003)

Section 7.5 – LSV Driver Identification Cards

(a) Refer to Section 1.12 of this Ordinance to reference driver and permit holder ID requirements.

(Section 7.5 added 8/7/2003)

Section 7.6 - Equipment and Specifications

(a) Each LSV shall display anwhether out of service in accordance with section 2.4 (i) of this eOrdinance, which shall plainly be equipped with a device which shall plainly indicate to a person outside the LSV whether the LSV is in operation or is not.

(b) <u>Exterior Markings</u>

- (1) The permit holder's trade name shall be painted or permanently affixed in letters and numerals 2-1/2 inches high all on one line on the upper third part of both the front and rear of the vehicle utilizing "Univers" or other Chief Executive Officer preapproved font in black or white lettering to-produce maximum contrast adequately spaced for maximum readability. In the event the trade name does not fit on one line utilizing 2-1/2 inch lettering, the trade name lettering must be as large as possible, up to 2-1/2 inches in height, to enable the trade name to fit on one line.
- (21) Mandatory Exterior Vehicle Markings. The medallion number shall be painted or permanently affixed, on both the front and rear of the vehicle, one (1) inch below the permit holder's trade name, two (2) inches high, utilizing "Univers" or other Chief Executive Officer pre-approved font in black or white lettering to produce maximum contrast adequately spaced for maximum readability.
- (32) Optional Exterior Vehicle Markings. The permit holder has the option of choosing to post any combination of the below-listed five options on his or her LSV which must be posted only at the specific location and in the size noted and are subject to the Chief Executive Officer's approval.
- (aA) Trade Name Logo. If the permit holder chooses to display his or her trade name logo, the trade name logo shall be posted only on the rear portion of both side rear quarter panels.
- (bB) Radio Service Provider. If the permit holder chooses to display the radio service provider name or logo, the radio service provider name or logo cannot utilize the words "cab" or taxi." The radio service provider name or logo must be displayed only on the rear portion of both side rear quarter panels.
- <u>(eC)</u> <u>Telephone Number</u>. If permit holder chooses to display a telephone number, the telephone number must be no more than two (2) inches in height and posted only on the top front portion of both front side quarter panels.
- (dD) "Driver Carries Only \$ Change." If the permit holder chooses to post "Driver Carries only \$____Change," postings must be located only on panels near the rear door but clear of the rates of fare.

	<u>(eE</u>)	"Leased to Driv	er." If permit h	nolder chooses	to post "Lease	ed to Driver,'
it must be poste	ed only on both	rear quarter pan	els near the re	ar door area bu	ut clear of the	rate of fares
in lettering no la	arger than 1 inc	h.				

- (43) All other exterior vehicle markings are prohibited unless they are directly related to the permit holder's business and pre-approved by the Chief Executive Officer.
- (c) All LSVs shall be equipped and operated so that they may have adequate means of electronic communication during business hours. The LSV company business address shall serve as the storefront for the purpose of handling lost and found items. All other operational requirements she be met as set forth in section 1.8 (C). be dispatched by two-way radio communication in response to a telephone or other request for service by a prospective passenger.
 - (1) Radio must be turned on, and audible to driver, at all times the LSV is in service.
 - (d) The radio dispatch capability described in paragraph (d) of this section must be provided so as to conform to the regulations of the FCC pertaining to Land Transportation Radio-Services.

Failure to conform to those regulations will additionally constitute a failure to meet the requirements of this section.

- (1) The current valid FCC license shall be on file with MTS.
- (2) LSV permit holder shall provide current proof the radio has passed inspection by an MTS-approved inspector.
- (3) LSV radios shall have the capability to receive or transmit only on frequencies specified in the FCC license of the radio service subscribed to by the permit holder.
 - (e) Radio scanners are not allowed in LSVs.

(Section 7.6 amended 12/14/2017)

(Section 7.6 amended 10/4/2016) (Section 7.6 added 8/7/2003)

SECTION 8 - EFFECTIVE DATE OF ORDINANCE

This Ordinance shall be effective 30 days after adoption, and before the expiration of 15 days after its passage, this Ordinance shall be published once with the names of the members voting for and

-48

A-51

against the same in a newspaper of general circulation published in the County of San Diego.

Amended: 12/14/2017

Amended: 10/13/2016 Amended: 5/12/2016 Amended: 9/17/2015 Amended: 2/12/2015 Amended: 11/15/2012 Amended: 4/19/2012 Amended: 10/16/2003 Amended: 8/7/2003 Amended: 5/8/2003 Amended: 11/14/2002 Amended: 6/27/2002 Amended: 5/23/2002 Amended: 6/24/1999 Amended: 9/24/1998 Amended: 10/30/1997 Amended: 4/10/1997

A-52

Amended: 2/13/1997 Amended: 11/9/1995 Amended: 6/22/1995 Amended: 1/12/1995 Amended: 6/24/1993 Amended: 6/27/1991 Amended: 5/23/1991 Amended: 10/11/1990

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Repealed & Readopted: 8/9/1990

Amended: 4/12/1990 Amended: 4/27/1989 Adopted: 8/11/1988



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Agenda Item No. 45

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 14, 2017

SUBJECT:

ASSEMBLY BILL NO. 1069 (SAMANTHA LESLIE)

INFORMATIONAL ITEM

Budget Impact

None.

DISCUSSION:

Assembly Bill No. 1069 ("AB 1069") was approved by the California Governor on October 13, 2017 (See Attachment A). Effective January 1, 2019 (unless otherwise noted below), AB 1069 makes various changes to the regulation of taxicab transportation services. Some of the statutory legislation enacted in AB 1069 is already regulated under MTS Ordinance No. 11 and requires no action by San Diego Metropolitan Transit System (MTS) in order to comply.

Other parts of AB 1069 will require revisions to MTS Ordinance No. 11 prior to its effective date. As further detailed below, the two main areas of change are: limiting the applicability of local taxicab service ordinances to only where a taxicab company or taxicab driver is substantially located; and requiring that cities or the county enter into an agreement with a transit agency or create a Joint Powers Authority (JPA) in order to regulate taxicab companies and taxicab drivers.

MTS Taxicab Administration Staff will be working with the MTS Taxicab Advisory Committee in the coming months to identify and recommend revisions to MTS Ordinance No. 11 and any other applicable MTS guidelines to come into conformance with AB 1069.

MTS Taxicab Administration Staff will also be meeting with other jurisdictions that are not currently under agreement with MTS to understand how they intend to comply with









AB 1069. Such meetings may result in additional jurisdictions entering into an agreement with MTS to regulate and administer taxicab transportation services. Per MTS's enabling legislation, MTS may only contract to regulate taxicab transportation services with the cities or the unincorporated area of the County that are within MTS's service area. The jurisdictions not currently under agreement with MTS, but within MTS's service area include: City of Chula Vista; City of Coronado; and the unincorporated area of the County of San Diego (See Attachment B).

The following is a summary of AB 1069:

A. Substantially Located

- 1) Limits the applicability of local taxicab service ordinances to only where a taxicab company or taxicab driver is substantially located.
- 2) Substantially located means where a taxicab company or taxi driver:
 - a. Primary business address is located; and/or
 - b. The jurisdiction in which the largest share of that company or driver's total number of originating trips are located.
 - i. This may mean that a taxicab company or taxicab driver may be substantially located in more than one jurisdiction.
- 3) Substantially located is determined at the time of annual renewal by looking at the past year of originating trip data and determined every five years thereafter.
- 4) A taxicab company or taxicab driver must be determined to be substantially located in at least one city or within the unincorporated area of the county in order to operate within San Diego County.
- 5) A permitted taxicab company may provide prearranged trips anywhere within San Diego County in which it has obtained a permit in which it is substantially located. "Prearranged trip" means a trip using an online enabled application, dispatch, or Internet Web site.

B. Regulatory Agency

- A city or county can only require business permits, business licenses, car inspections, or driver photo permits from taxicab companies and taxicab drivers that are:
 - a. substantially located within their jurisdiction; and
 - b. the city or county has either:
 - i. Entered into an agreement with a transit agency for the purpose of regulating taxicab companies and taxicab drivers; or
 - ii. Creates a JPA for the purpose of regulating taxicab companies and taxicab drivers.
 - 1. Provides statutory authority to impose a \$5,000 minimum fine for unlawful operation of a taxicab without a valid business permit issued by each jurisdiction in which the taxicab company or driver is substantially located.
- 2) Regardless of where taxicab company and taxicab driver is substantially located and regardless if the city or county has entered into an agreement with a transit agency or created a JPA, the city or county may:
 - a. Limit the number of taxicab service providers that may use taxi stand areas or pick up street hails within that city or county's jurisdiction.
 - b. Require taxicab service provider to provide services in a manner that provides equal accessibility for all populations within a jurisdiction.

- c. Enact any other public health, safety or welfare ordinances relating to taxicabs.
 - i. Provides statutory authority to administratively impose civil liability for violation of such ordinances, starting at a minimum of \$100 to a maximum of \$1,000.

C. Fares

- 1) Taxicab company may set fares or charge a flat rate. However, a city or county may set a maximum rate.
- 2) Taxicab company may use any type of device or technology to calculate fares, so long as approved by the Division of Measurement Standards.
- 3) Taxicab company shall disclose fares, fees or rates to the customer for prearranged trips.
- 4) Taxicab company shall notify the passenger of the applicable rate prior to the passenger accepting the ride for walkup rides and street hails.

D. Permit Holder Requirements

- 1) Maintain reasonable financial responsibility to conduct taxicab transportation services.
- 2) Participate in a pull notice program to regularly check the driving records of all taxicab drivers.
- 3) Maintain a safety education and training program in effect for all taxicab drivers.
- 4) Maintain a disabled access education and training program regarding compliance with the federal Americans with Disabilities Act of 1990 and state disability laws.
- 5) Maintain its motor vehicles in safe operating condition.
- 6) Maintain an office where documents supporting the requirements listed herein may be inspected by the permitting city or county.
- 7) Provide for taxicab driver fingerprint-based criminal history check and a drug and alcohol testing program.
- 8) Comply with all provisions of an ordinance regulating taxicab transportation services.
- 9) Provide trip log documentation that substantiates 50 percent or more of the revenues from fares of the taxicab company or driver are generated from within a specific jurisdiction (*Effective January 1, 2018*).
- 10) Shall not prejudice, disadvantage, or require different rates or provide different service to a person because of race, national origin, religion, color, ancestry, physical disability, medical condition, occupation, marital status or change in marital status, sex, or any other protected characteristic.

/s/ Paul C. Jablonski_

Paul C. Jablonski Chief Executive Officer

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

Attachments: A. Assembly Bill No. 1069 Legislation

B. Current Taxicab Business Permit Regulation in San Diego County



Assembly Bill No. 1069

CHAPTER 753

An act to amend, repeal, and add Section 53075.5 of, and to add Sections 53075.51, 53075.52, and 53075.53 to, the Government Code, and to amend Section 1808.1 of the Vehicle Code, relating to local government.

[Approved by Governor October 13, 2017. Filed with Secretary of State October 13, 2017.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1069, Low. Local government: taxicab transportation services.

Existing law requires every city or county to adopt an ordinance or resolution in regard to taxicab transportation service and requires each city or county to provide for a policy for entry into the business of providing taxicab transportation service, the establishment or registration of rates for the provision of taxicab transportation service, and a mandatory controlled substance and alcohol testing certification program for drivers, as specified.

Existing law, referred to as the pull-notice system, requires the prospective employer of a driver who drives a specified vehicle to obtain a report showing the driver's current public record as recorded by the Department of Motor Vehicles, as specified. A violation of this provision of the Vehicle Code is a crime.

This bill, commencing January 1, 2019, would limit the applicability of that ordinance or resolution adoption requirement and related provisions to a city or county, including a charter city or charter county, in which a taxicab company is substantially located, and the City and County of San Francisco, regardless of whether a taxicab company is substantially located in the city and county. The bill, with respect to these cities or counties, except for the City and County of San Francisco, would additionally require provisions for the establishment or registration of rates for the provision of taxicab transportation service to meet specified requirements, would require permitted taxicab companies and drivers to comply with various additional specified requirements, including participation in the Department of Motor Vehicles' pull-notice system, would authorize the issuance of inspection stickers or other inspection compliance devices to compliant taxicab companies and the issuance of photo permits to compliant taxi drivers, would prohibit the placement of licensure, permitting, and certification requirements on taxicab companies or drivers that are not substantially located in their jurisdictions, would prohibit taxicab companies and taxicab drivers from operating within a county without a permit from the county or at least one city within the county and authorize a permitted taxicab company to provide prearranged trips anywhere within the county, and would subject unpermitted taxicab operation to a minimum fine of \$5,000, as specified.

By expanding the scope of an existing crime, this bill would impose a state-mandated local program. The bill would provide an airport operator with separate and ultimate authority to regulate taxicab access to the airport and set access fees for taxicabs at the airport.

The bill would define "substantially located" for these purposes and deem a city or county in which a taxicab company or taxicab driver operates as a city or county in which a taxicab company or taxicab driver is substantially located if the city or county enacts a resolution of intention to enter into a joint exercise of powers agreement or join a joint powers authority, or to enter into an agreement with a transit agency, for the purpose of regulating or administering taxicab companies and taxicab drivers. The bill, commencing January 1, 2018, would require taxicab companies and taxicab drivers to collect trip data to determine in what jurisdictions each company and driver are substantially located, and beginning January 1, 2019, would require the trip data collected in the previous 12 months to be provided upon date of renewal to the jurisdictions in which the company and driver are substantially located.

The bill, commencing January 1, 2019, would authorize a city or county, regardless of whether a taxicab company or taxicab driver is substantially located within its jurisdiction, to adopt operating requirements for taxicab companies and taxicab drivers that are not related to permitting or business licensing and to impose civil liability for violation of these ordinances, as specified.

The bill would include findings that the changes proposed by this bill address a matter of statewide concern and is not a municipal affair, and therefore shall apply equally to all cities, including charter cities.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

The people of the State of California do enact as follows:

SECTION 1. It is the intent of the Legislature in enacting this act:

- (a) To modernize the regulation of taxicab transportation services in order for taxicabs to better compete with all for-hire modes of transportation.
- (b) To move taxicab permitting from the patchwork of various local requirements to require a permit in the jurisdiction in which taxicab transportation services have the most substantial connection.
- (c) To authorize a joint powers authority, as an alternative to regulation by an individual city or county, or a transit agency or countywide transportation agency, upon the approval of its board, to prescribe duties and responsibilities for the regulation of taxicab transportation services.
 - SEC. 2. Section 53075.5 of the Government Code is amended to read:

-3- Ch. 753

53075.5. (a) Notwithstanding Chapter 8 (commencing with Section 5351) of Division 2 of the Public Utilities Code, every city or county shall protect the public health, safety, and welfare by adopting an ordinance or resolution in regard to taxicab transportation service rendered in vehicles designed for carrying not more than eight persons, excluding the driver, which is operated within the jurisdiction of the city or county.

(b) Each city or county shall provide for, but is not limited to providing

for, the following:

(1) A policy for entry into the business of providing taxicab transportation service. The policy shall include, but need not be limited to, all of the

following provisions:

- (A) Employment, or an offer of employment, as a taxicab driver in the jurisdiction, including compliance with all of the requirements of the program adopted pursuant to paragraph (3), shall be a condition of issuance of a driver's permit.
- (B) The driver's permit shall become void upon termination of employment.

(C) The driver's permit shall state the name of the employer.

- (D) The employer shall notify the city or county upon termination of employment.
- (E) The driver shall return the permit to the city or county upon termination of employment.
- (2) The establishment or registration of rates for the provision of taxicab transportation service.
- (3) (A) A mandatory controlled substance and alcohol testing certification program. The program shall include, but need not be limited to, all of the

following requirements:

- (i) Drivers shall test negative for each of the controlled substances specified in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, before employment. Drivers shall test negative for these controlled substances and for alcohol as a condition of permit renewal or, if no periodic permit renewals are required, at such other times as the city or county shall designate. As used in this section, a negative test for alcohol means an alcohol screening test showing a breath alcohol concentration of less than 0.02 percent.
- (ii) Procedures shall be substantially as in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, except that the driver shall show a valid California driver's license at the time and place of testing, and except as provided otherwise in this section. Requirements for rehabilitation and for return-to-duty and followup testing and other requirements, except as provided otherwise in this section, shall be substantially as in Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations.
- (iii) A test in one jurisdiction shall be accepted as meeting the same requirement in any other jurisdiction. Any negative test result shall be accepted for one year as meeting a requirement for periodic permit renewal testing or any other periodic testing in that jurisdiction or any other

jurisdiction, if the driver has not tested positive subsequent to a negative result. However, an earlier negative result shall not be accepted as meeting the pre-employment testing requirement for any subsequent employment, or any testing requirements under the program other than periodic testing.

(iv) In the case of a self-employed independent driver, the test results shall be reported directly to the city or county, which shall notify the taxicab leasing company of record, if any, of positive results. In all other cases, the results shall be reported directly to the employing transportation operator, who may be required to notify the city or county of positive results.

(v) All test results are confidential and shall not be released without the

consent of the driver, except as authorized or required by law.

(vi) Self-employed independent drivers shall be responsible for compliance with, and shall pay all costs of, this program with regard to themselves. Employing transportation operators shall be responsible for compliance with, and shall pay all costs of, this program with respect to their employees and potential employees, except that an operator may require employees who test positive to pay the costs of rehabilitation and of return-to-duty and followup testing.

(vii) Upon the request of a driver applying for a permit, the city or county shall give the driver a list of the consortia certified pursuant to Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations that the city or county knows offer tests in or near the

jurisdiction.

(B) No evidence derived from a positive test result pursuant to the program shall be admissible in a criminal prosecution concerning unlawful possession, sale or distribution of controlled substances.

- (c) Each city or county may levy service charges, fees, or assessments in an amount sufficient to pay for the costs of carrying out an ordinance or resolution adopted in regard to taxicab transportation services pursuant to this section.
- (d) Nothing in this section prohibits a city or county from adopting additional requirements for a taxicab to operate in its jurisdiction.
- (e) For purposes of this section, "employment" includes self-employment as an independent driver.
- (f) This section shall remain in effect only until January 1, 2019, and as of that date is repealed.

SEC. 3. Section 53075.5 is added to the Government Code, to read:

- 53075.5. (a) Notwithstanding Chapter 8 (commencing with Section 5351) of Division 2 of the Public Utilities Code, every city or county in which a taxicab company is substantially located, as defined in subparagraph (B) of paragraph (2) of subdivision (k), shall protect the public health, safety, and welfare by adopting an ordinance or resolution in regard to taxicab transportation service rendered in vehicles designed for carrying not more than eight persons, excluding the driver, which are operated within the jurisdiction of the city or county.
- (b) Each city or county that adopts an ordinance pursuant to subdivision (a) shall provide for, but is not limited to providing for, the following:

__5__ Ch. 753

(1) A policy for entry into the business of providing taxicab transportation service. The policy shall include, but need not be limited to, all of the

following provisions:

(A) Employment, or an offer of employment, as a taxicab driver in the jurisdiction, including compliance with all of the requirements of the program adopted pursuant to paragraph (3), shall be a condition of issuance of a driver's permit.

(B) The driver's permit shall become void upon termination of

employment.

(C) The driver's permit shall state the name of the employer.

- (D) The employer shall notify the city or county upon termination of employment.
- (E) The driver shall return the permit to the city or county upon termination of employment.
- (2) The establishment or registration of rates for the provision of taxicab transportation service that meets the following requirements:
- (A) The taxicab company may set fares or charge a flat rate. However,

a city or county may set a maximum rate.

- (B) The taxicab company may use any type of device or technology approved by the Division of Measurement Standards to calculate fares, including the use of Global Positioning System metering, provided that the device or technology complies with Section 12500.5 of the Business and Professions Code and with all regulations established pursuant to Section 12107 of the Business and Professions Code.
- (C) The taxicab company shall disclose fares, fees, or rates to the customer. A permitted taxicab company may satisfy this requirement by disclosing fares, fees, or rates on its Internet Web site, mobile telephone application, or telephone orders upon request by the customer.
- (D) The taxicab company shall notify the passenger of the applicable rate prior to the passenger accepting the ride for walkup rides and street hails. The rate may be provided on the exterior of the vehicle, within an application of a mobile telephone, device, or other Internet-connected device, or be clearly visible in either print or electronic form inside the taxicab.

(3) (A) A mandatory controlled substance and alcohol testing certification program. The program shall include, but need not be limited to, all of the

following requirements:

(i) Drivers shall test negative for each of the controlled substances specified in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, before employment. Drivers shall test negative for these controlled substances and for alcohol as a condition of permit renewal or, if no periodic permit renewals are required, at such other times as the city or county shall designate. As used in this section, a negative test for alcohol means an alcohol screening test showing a breath alcohol concentration of less than 0.02 percent.

(ii) Procedures shall be substantially as in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, except that the driver shall show a valid California driver's license at the time and place

of testing, and except as provided otherwise in this section. Requirements for rehabilitation and for return-to-duty and followup testing and other requirements, except as provided otherwise in this section, shall be substantially as in Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations.

(iii) A test in one jurisdiction shall be accepted as meeting the same requirement in any other jurisdiction. Any negative test result shall be accepted for one year as meeting a requirement for periodic permit renewal testing or any other periodic testing in that jurisdiction or any other jurisdiction, if the driver has not tested positive subsequent to a negative result. However, an earlier negative result shall not be accepted as meeting the preemployment testing requirement for any subsequent employment, or any testing requirements under the program other than periodic testing.

(iv) In the case of a self-employed independent driver, the test results shall be reported directly to the city or county, which shall notify the taxicab leasing company of record, if any, of positive results. In all other cases, the results shall be reported directly to the employing transportation operator, who may be required to notify the city or county of positive results.

(v) All test results are confidential and shall not be released without the

consent of the driver, except as authorized or required by law.

(vi) Self-employed independent drivers shall be responsible for compliance with, and shall pay all costs of, this program with regard to themselves. Employing transportation operators shall be responsible for compliance with, and shall pay all costs of, this program with respect to their employees and potential employees, except that an operator may require employees who test positive to pay the costs of rehabilitation and of return-to-duty and followup testing.

(vii) Upon the request of a driver applying for a permit, the city or county shall give the driver a list of the consortia certified pursuant to Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations that the city or county knows offer tests in or near the

jurisdiction.

(B) No evidence derived from a positive test result pursuant to the program shall be admissible in a criminal prosecution concerning unlawful possession, sale or distribution of controlled substances.

(c) Each city or county may levy service charges, fees, or assessments in an amount sufficient to pay for the costs of carrying out an ordinance or resolution adopted in regard to taxicab transportation services pursuant to this section.

(d) (1) A city or county may issue to a taxicab company that complies with all provisions of this section and Section 53075.52, and with all applicable local ordinances or resolutions of that city or county, an inspection sticker or other inspection compliance device. A city or county shall issue to a taxi driver that complies with all provisions of this section and Section 53075.52, and with all applicable local ordinances or resolutions of that county, a photo permit, and that driver is required to display that photo permit in a place visible to a passenger.

(2) A city or county may accept a taxicab company or driver permit issued by another city or county as valid, and may issue to that taxicab company or driver an inspection sticker or photo permit that authorizes that taxicab company or driver to operate within the county.

(e) A city or county shall not require a taxicab company or driver to obtain a business license, service permit, car inspection certification, or driver permit, or to comply with any requirement under this section or Section 53075.52, unless the company or driver is substantially located within the jurisdiction of that city or county.

(f) A permitted taxicab company may provide prearranged trips anywhere within the county in which it has obtained a permit under subdivision (a).

(g) A permitted taxicab company shall not prejudice, disadvantage, or require different rates or provide different service to a person because of race, national origin, religion, color, ancestry, physical disability, medical condition, occupation, marital status or change in marital status, sex, or any characteristic listed or defined in Section 11135 of the Government Code.

(h) A permitted taxicab company shall do all of the following:

(1) Maintain reasonable financial responsibility to conduct taxicab transportation services in accordance with the requirements of an ordinance adopted pursuant to subdivision (a).

(2) Participate in the pull-notice program pursuant to Section 1808.1 of the Vehicle Code to regularly check the driving records of all taxicab drivers, whether employees or contractors.

(3) Maintain a safety education and training program in effect for all

taxicab drivers, whether employees or contractors.

(4) Maintain a disabled access education and training program to instruct its taxicab drivers on compliance with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.) and amendments thereto, and state disability rights laws, including making clear that it is illegal to decline to serve a person with a disability or who has a service animal.

(5) Maintain its motor vehicles used in taxicab transportation services in a safe operating condition, and in compliance with the Vehicle Code and

obtain a Bureau of Automotive Repair inspection annually.

(6) Provide the city or county that has issued a permit under this article an address of an office or terminal where documents supporting the factual matters specified in the showing required by this subdivision may be inspected by the permitting city or county.

(7) Provide for a taxicab driver fingerprint-based criminal history check and a drug and alcohol testing program pursuant to paragraph (3) of

subdivision (b).

(8) Comply with all provisions of an ordinance adopted pursuant to

subdivision (a).

(9) Provide documentation in the format required by an ordinance adopted pursuant to subdivision (a) substantiating that 50 percent or more of the revenues from fares of the taxicab company or driver are generated from within a specific jurisdiction.

- (i) (1) It shall be unlawful to operate a taxicab without a valid permit to operate issued by each jurisdiction in which the taxicab company or driver is substantially located.
- (2) The minimum fine for violation of paragraph (1) shall be five thousand dollars (\$5,000) and may be imposed administratively by the permitting city or county.
- (j) (1) A taxicab company or a taxicab driver shall not operate within a county unless the company and the driver are substantially located in at least one city within that county or the unincorporated area of the county.
- (2) (A) Notwithstanding paragraph (2) of subdivision (k), a city or county shall be deemed to have a taxicab company or taxicab driver substantially located within its jurisdiction if the company or driver operates within the jurisdiction of the city or county and the city or county has enacted a resolution of intention to do either of the following:
- (i) Enter into a joint exercise of powers agreement or join a joint powers authority for the purpose of regulating or administering taxicab companies and taxicab drivers.
- (ii) Enter into an agreement with a transit agency for the purpose of regulating or administering the taxicab companies and taxicab drivers.
- (B) A city or county that is deemed to have a taxicab company or taxicab driver substantially located within its jurisdiction pursuant to subparagraph (A) shall not issue permits or require business licenses except through an agreement or joint powers authority.
 - (k) For purposes of this section:
 - (1) "Employment" includes self-employment as an independent driver.
- (2) (A) A taxicab company or taxicab driver is substantially located within the jurisdiction where the primary business address of the company or driver is located. A taxicab company or taxicab driver is also substantially located in the jurisdiction within a single county in which trips originating in that jurisdiction account for the largest share of that company or driver's total number of trips within that county over the past year and determined every five years thereafter.
- (B) A taxicab company or taxicab driver may be substantially located in more than one jurisdiction.
- (3) "City or county" includes a charter city or charter county, but does not include the City and County of San Francisco.
- (4) "Prearranged trip" means trip using an online enabled application, dispatch, or Internet Web site.
- (1) Notwithstanding any other provision of this section, an airport operator shall have separate and ultimate authority to regulate taxicab access to the airport and set access fees for taxicabs at the airport.
- (m) Nothing in this section, or Section 53075.51, 53075.52, or 53075.53 shall affect the authority of a jurisdiction to regulate taxi access to an airport it owns or operates and to set access fees or requirements.
 - (n) This section shall become operative on January 1, 2019.
 - SEC. 4. Section 53075.51 is added to the Government Code, to read:

_9 _ Ch. 753

53075.51. (a) Any city or county, regardless of whether a taxicab company or driver is substantially located within its jurisdiction as defined in Section 53075.5, may adopt, by ordinance, operating requirements for taxicab companies and taxicab drivers that do not relate to permitting or business licensing, including, but not limited to, all of the following:

(1) Limits on the number of taxicab service providers that may use taxi stand areas or pickup street hails within that city's or county's jurisdiction. If a city or county chooses to limit the number of taxis that use the stand areas or pick up street hails, the city or county shall identify those vehicles with a window sticker and shall not establish additional requirements or costs to the taxis beyond that authorized by Section 53075.5 or this section.

(2) Requirements on a taxicab service provider to provide services in a manner that provides equal accessibility for all populations within a

jurisdiction.

(3) Other public health, safety, or welfare ordinances relating to taxicabs.

(b) Compliance with requirements adopted pursuant to subdivision (a)

shall not be a condition for issuance of a permit.

(c) A city or county may administratively impose civil liability for violation of ordinances adopted pursuant to this section. The minimum fine for violation of ordinances relative to this section shall be one hundred dollars (\$100) and shall not exceed one thousand dollars (\$1,000). Civil liability imposed pursuant to this section shall be paid to the city or county where the violation occurred and expended solely for the purposes of this chapter.

(d) This section shall become operative on January 1, 2019.

SEC. 5. Section 53075.52 is added to the Government Code, to read:

53075.52. Beginning January 1, 2018, taxicab companies and taxicab drivers shall collect trip data to determine in what jurisdictions each company and driver are substantially located. Beginning January 1, 2019, the trip data collected in the previous 12 months shall be provided upon date of renewal to the jurisdictions in which the taxicab company and taxicab driver are substantially located, as defined in Section 53075.5.

SEC. 6. Section 53075.53 is added to the Government Code, to read:

53075.53. (a) Notwithstanding Chapter 8 (commencing with Section 5351) of Division 2 of the Public Utilities Code, the City and County of San Francisco shall protect the public health, safety, and welfare by adopting an ordinance or resolution in regard to taxicab transportation service rendered in vehicles designed for carrying not more than eight persons, excluding the driver, which is operated within its jurisdiction.

(b) The City and County of San Francisco shall provide for, but is not

limited to providing for, the following:

(1) A policy for entry into the business of providing taxicab transportation service. The policy shall include, but need not be limited to, all of the following provisions:

(A) Employment, or an offer of employment, as a taxicab driver in the jurisdiction, including compliance with all of the requirements of the program

adopted pursuant to paragraph (3), shall be a condition of issuance of a driver's permit.

- (B) The driver's permit shall become void upon termination of employment.
 - (C) The driver's permit shall state the name of the employer.
- (D) The employer shall notify the City and County of San Francisco upon termination of employment.
- (E) The driver shall return the permit to the City and County of San Francisco upon termination of employment.
- (2) The establishment or registration of rates for the provision of taxicab transportation service.
- (3) (A) A mandatory controlled substance and alcohol testing certification program. The program shall include, but need not be limited to, all of the following requirements:
- (i) Drivers shall test negative for each of the controlled substances specified in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, before employment. Drivers shall test negative for these controlled substances and for alcohol as a condition of permit renewal or, if no periodic permit renewals are required, at such other times as the City and County of San Francisco shall designate. As used in this section, a negative test for alcohol means an alcohol screening test showing a breath alcohol concentration of less than 0.02 percent.
- (ii) Procedures shall be substantially as in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, except that the driver shall show a valid California driver's license at the time and place of testing, and except as provided otherwise in this section. Requirements for rehabilitation and for return-to-duty and followup testing and other requirements, except as provided otherwise in this section, shall be substantially as in Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations.
- (iii) A test in one jurisdiction shall be accepted as meeting the same requirement in any other jurisdiction. Any negative test result shall be accepted for one year as meeting a requirement for periodic permit renewal testing or any other periodic testing in that jurisdiction or any other jurisdiction, if the driver has not tested positive subsequent to a negative result. However, an earlier negative result shall not be accepted as meeting the preemployment testing requirement for any subsequent employment, or any testing requirements under the program other than periodic testing.
- (iv) In the case of a self-employed independent driver, the test results shall be reported directly to the city or county, which shall notify the taxicab leasing company of record, if any, of positive results. In all other cases, the results shall be reported directly to the employing transportation operator, who may be required to notify the City and County of San Francisco of positive results.
- (v) All test results are confidential and shall not be released without the consent of the driver, except as authorized or required by law.

—11 — Ch. 753

(vi) Self-employed independent drivers shall be responsible for compliance with, and shall pay all costs of, this program with regard to themselves. Employing transportation operators shall be responsible for compliance with, and shall pay all costs of, this program with respect to their employees and potential employees, except that an operator may require employees who test positive to pay the costs of rehabilitation and of return-to-duty and followup testing.

(vii) Upon the request of a driver applying for a permit, the City and County of San Francisco shall give the driver a list of the consortia certified pursuant to Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations that the city or county knows offer tests in or

near the jurisdiction.

(B) No evidence derived from a positive test result pursuant to the program shall be admissible in a criminal prosecution concerning unlawful

possession, sale, or distribution of controlled substances.

(c) The City and County of San Francisco may levy service charges, fees, or assessments in an amount sufficient to pay for the costs of carrying out an ordinance or resolution adopted in regard to taxicab transportation services pursuant to this section.

(d) Nothing in this section prohibits the City and County of San Francisco from adopting additional requirements for a taxicab to operate in its

jurisdiction.

(e) For purposes of this section, "employment" includes self-employment as an independent driver.

(f) This section shall become operative on January 1, 2019.

SEC. 7. Section 1808.1 of the Vehicle Code is amended to read:

1808.1. (a) The prospective employer of a driver who drives a vehicle specified in subdivision (k) shall obtain a report showing the driver's current public record as recorded by the department. For purposes of this subdivision, a report is current if it was issued less than 30 days prior to the date the employer employs the driver. The report shall be reviewed, signed, and dated by the employer and maintained at the employer's place of business until receipt of the pull-notice system report pursuant to subdivisions (b) and (c). These reports shall be presented upon request to an authorized representative of the Department of the California Highway Patrol during regular business hours.

(b) The employer of a driver who drives a vehicle specified in subdivision (k) shall participate in a pull-notice system, which is a process for the purpose of providing the employer with a report showing the driver's current public record as recorded by the department, and any subsequent convictions, failures to appear, accidents, driver's license suspensions, driver's license revocations, or any other actions taken against the driving privilege or certificate, added to the driver's record while the employer's notification request remains valid and uncanceled. As used in this section, participation in the pull-notice system means obtaining a requester code and enrolling all employed drivers who drive a vehicle specified in subdivision (k) under

that requester code.

- (c) The employer of a driver of a vehicle specified in subdivision (k) shall, additionally, obtain a periodic report from the department at least every 12 months. The employer shall verify that each employee's driver's license has not been suspended or revoked, the employee's traffic violation point count, and whether the employee has been convicted of a violation of Section 23152 or 23153. The report shall be signed and dated by the employer and maintained at the employer's principal place of business. The report shall be presented upon demand to an authorized representative of the Department of the California Highway Patrol during regular business hours.
- (d) Upon the termination of a driver's employment, the employer shall notify the department to discontinue the driver's enrollment in the pull-notice system.
- (e) For the purposes of the pull-notice system and periodic report process required by subdivisions (b) and (c), an owner, other than an owner-operator as defined in Section 34624, and an employer who drives a vehicle described in subdivision (k) shall be enrolled as if he or she were an employee. A family member and a volunteer driver who drives a vehicle described in subdivision (k) shall also be enrolled as if he or she were an employee.
- (f) An employer who, after receiving a driving record pursuant to this section, employs or continues to employ as a driver a person against whom a disqualifying action has been taken regarding his or her driving privilege or required driver's certificate, is guilty of a public offense, and upon conviction thereof, shall be punished by confinement in a county jail for not more than six months, by a fine of not more than one thousand dollars (\$1,000), or by both that confinement and fine.
- (g) As part of its inspection of bus maintenance facilities and terminals required at least once every 13 months pursuant to subdivision (c) of Section 34501, the Department of the California Highway Patrol shall determine whether each transit operator, as defined in Section 99210 of the Public Utilities Code, is then in compliance with this section and Section 12804.6, and shall certify each operator found to be in compliance. Funds shall not be allocated pursuant to Chapter 4 (commencing with Section 99200) of Part 11 of Division 10 of the Public Utilities Code to a transit operator that the Department of the California Highway Patrol has not certified pursuant to this section.
- (h) (1) A request to participate in the pull-notice system established by this section shall be accompanied by a fee determined by the department to be sufficient to defray the entire actual cost to the department for the notification service. For the receipt of subsequent reports, the employer shall also be charged a fee established by the department pursuant to Section 1811. An employer who qualifies pursuant to Section 1812 shall be exempt from any fee required pursuant to this section. Failure to pay the fee shall result in automatic cancellation of the employer's participation in the notification services.
- (2) A regularly organized fire department, having official recognition of the city, county, city and county, or district in which the department is

—13 — Ch. 753

located, shall participate in the pull-notice program and shall not be subject to the fee established pursuant to this subdivision.

(3) The Board of Pilot Commissioners for Monterey Bay and the Bays of San Francisco, San Pablo, and Suisun, and its port agent shall participate in the pull-notice system established by this section, subject to Section 1178.5 of the Harbors and Navigation Code, and shall not be subject to the fees established pursuant to this subdivision.

(i) The department, as soon as feasible, may establish an automatic procedure to provide the periodic reports to an employer by mail or via an electronic delivery method, as required by subdivision (c), on a regular basis

without the need for individual requests.

(j) (1) The employer of a driver who is employed as a casual driver is not required to enter that driver's name in the pull-notice system, as otherwise required by subdivision (a). However, the employer of a casual driver shall be in possession of a report of the driver's current public record as recorded by the department, prior to allowing a casual driver to drive a vehicle specified in subdivision (k). A report is current if it was issued less than six months prior to the date the employer employs the driver.

(2) For the purposes of this subdivision, a driver is employed as a casual driver when the employer has employed the driver less than 30 days during the preceding six months. "Casual driver" does not include a driver who operates a vehicle that requires a passenger transportation endorsement.

- (k) This section applies to a vehicle for the operation of which the driver is required to have a class A or class B driver's license, a class C license with any endorsement issued pursuant to Section 15278, a class C license issued pursuant to Section 12814.7, or a certificate issued pursuant to Section 12517, 12519, 12520, 12523, 12523.5, or 12527, a passenger vehicle having a seating capacity of not more than 10 persons, including the driver, operated for compensation by a charter-party carrier of passengers or passenger stage corporation pursuant to a certificate of public convenience and necessity or a permit issued by the Public Utilities Commission, or a permitted taxicab company as described in Section 53075.51 of the Government Code.
- (1) This section shall not be construed to change the definition of "employer," "employee," or "independent contractor" for any purpose.

(m) A motor carrier who contracts with a person to drive a vehicle described in subdivision (k) that is owned by, or leased to, that motor carrier, shall be subject to subdivisions (a), (b), (c), (d), (f), (j), (k), and (l) and the

employer obligations in those subdivisions.

- (n) Reports issued pursuant to this section, but only those for a driver of a taxicab engaged in transportation services as described in subdivision (a) of Section 53075.5 of the Government Code, shall be presented upon request, during regular business hours, to an authorized representative of the administrative agency responsible for issuing permits to taxicab transportation services pursuant to Section 53075.5 of the Government Code.
- SEC. 8. The Legislature finds and declares that taxicabs face a substantial competitive disadvantage due to the numerous and differing requirements

Ch. 753

from city to city while all other modes of for-hire transportation are regulated by one statewide entity, and, therefore, the regulation of taxicab transportation services and taxi cab service providers is an issue of statewide concern and not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this act shall apply to charter cities.

SEC. 9. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act or because costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

Current Taxicab Business Permit Regulation in San Diego County

Jurisdiction	Currently Under Agreement With MTS	Within MTS Service Area	Agency Currently Regulating Taxicab Transportation Services within its Jurisdiction
City of San Diego	Х	Х	MTS
City of El Cajon	X	X	MTS
City of Imperial Beach	X	X	MTS
City of National City	X	X	MTS
City of Santee	X	X	MTS
City of La Mesa	X	X	MTS
City of Poway	X	X	MTS
City of Lemon Grove	X	Х	MTS
County of San Diego		Х	County of San Diego Sheriff's Department
City of Chula Vista		Х	City of Chula Vista
City of Coronado		Х	City of Coronado
City of Del Mar			County of San Diego Sheriff's Department
City of Encinitas			County of San Diego Sheriff's Department
City of Solana Beach			County of San Diego Sheriff's Department
City of Carlsbad			City of Carlsbad
City of Oceanside			City of Oceanside
City of Vista			County of San Diego
			Sheriff's Department
City of San Marcos			County of San Diego Sheriff's Department
City of Escondido			City of Escondido



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Agenda Item No. 46

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 14, 2017

SUBJECT:

REPORT FROM AD HOC NOMINATING COMMITTEE (HONORABLE MARY SALAS)

INFORMATIONAL ONLY

Budget Impact

None with this action.

DISCUSSION:

The Ad Hoc Nominating Committee (Committee) had its first meeting on Friday, December 8, 2017, to discuss and establish a nomination process for the Chairperson position and the appointment of members of the Board to various committees.

The Committee determined that a Board Member who wishes to be nominated as Chairperson should submit a letter of interest, statement of qualifications, and FPPC Form 806 (Attachment B) to the Clerk of the Board prior to December 31, 2017. A copy of the Board Chair position description is attached (Attachment A) for more detail regarding the Chair responsibilities and time commitments.

The Committee also determined that a Board Member who wishes to be nominated to any of the 2018 Slate of MTS Committees and Outside Agency Appointments (Attachment C) should contact the Clerk of the Board prior to December 31, 2018. Interest in any of the various committees may be sent by email or phone and do not









require a formal submittal or letter of interest. The Committee will then meet before the Board meeting on January 18, 2018 to discuss and review the Board Member submissions for Chairperson as well as the various 2018 Committees.

/s/ Paul C. Jablonski

Paul C. Jablonski Chief Executive Officer

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

Attachments: A. MTS Board Chair Position Description

B. FPPC Form 806

C. 2018 Slate of MTS Committees and Outside Agency Appointments

MTS BOARD CHAIR POSITION DESCRIPTION WILL BE PROVIDED AT THE BOARD MEETING

Agency Report of: Public Official Appointments

A Public Document

۱.	Agency Name Division, Department, or Reg	nion (If Applicable)				California 806 For Official Use Only
	•					
	Designated Agency Contact	(Name, Title)				Date Posted:
	Area Code/Phone Number	E-mail	Page c	of	(Month, Day, Year)	
2.	Appointments			•		
	Agency Boards and Commissions	Name of Appointed Person		Appt Date and Length of Term	Per Me	eeting/Annual Salary/Stipend
		▶Name(Last. First) Alternate, if any(Last. First)	 }_	Appt Date Length of Term	► Estima	eeting: \$
		Name(Last, First) Alternate, if any(Last, First)		Appt Date Length of Term	► Estima	eeting: \$
		▶Name(Last, First) Alternate, if any(Last, First)		Appt Date Length of Term	► Estima	eeting: \$
		▶Name(Last, First) Alternate, if any(Last, First)		/ / / Appt Date Length of Term	► Estima	eeting: \$
3 .	Verification I have read and understand FPPC Reg	ulation 18702.5. I have verified that the appointment an	l d information	n identified above is tr	rue to the be	st of my information and belief.
	Signature of Agency Head or Design	ee Print Name		Title		(Month, Day, Year)
	Comment:					

Agency Report of: Public Official Appointments

California Form 806

A Public Document

Background

This form is used to report additional compensation that officials receive when appointing themselves to positions on committees, boards, or commissions of another public agency or to a committee or position of the agency of which the public official is a member.

This form is required pursuant to FPPC Regulation 18702.5. Each agency must post on its website a single Form 806 which lists all the paid appointed positions to which an official will vote to appoint themselves. When there is a change in compensation or a new appointment, the Form 806 is updated to reflect the change. The form must be updated promptly as changes occur.

Instructions

This form must be posted prior to a vote (or consent item) to appoint a governing board member if the appointee will participate in the decision and the appointment results in additional compensation to the appointee.

FPPC Regulation 18702.5 provides that as long as the public is informed prior to a vote, an official may vote to hold another position even when the vote results in additional compensation.

Part 1. Agency Identification

Identify the agency name and information on who should be contacted for information.

Part 2. Appointments

Identify the name of the other agency, board or commission. List the name of the official, and an alternate, if any.

List the appointment date and the length of term the agency official will serve. Disclose the stipend provided per meeting and the estimated annual payment. The annual salary is an estimate as it will likely vary depending upon the number of meetings. It is not necessary to revise the estimate at the end of the calendar year.

Part 3. Verification

The agency head or his/her designee must sign the verification.

Frequently Asked Questions (FAQs)

1. When does an agency need to complete the Form 806?

A Form 806 is required when an agency's board members vote to appoint a board member to serve on another governmental agency or position of the agency of which the official is a member and will receive additional compensation.

2. The city council votes to serve as the city's housing authority, a separate entity. Will the Form 806 be required?

If the council members receive additional compensation for serving on the housing authority, the Form 806 is required.

3. Are appointments made by a governing board to appoint one of its members to serve as an officer of that board for additional pay (e.g., mayor) required to be disclosed on Form 806?

No. FPPC Regulation 18702.5(b)(6) exempts from this requirement decisions to fill a position on the body of which the official is a member (such as a councilmember being appointed as mayor) despite an increase in compensation.

4. In determining the income, must the agency include mileage reimbursements, travel payments, health benefits, and other compensation?

No. FPPC Regulation 18702.5 requires only the amount of the stipend or salary to be reported.

5. Which agency must post the Form 806?

The agency that is voting to appoint a public official must post the Form 806 on its website. The agency that the official will serve as a member is not required to post the Form 806. The form is not sent to the FPPC.

6. When must the Form 806 be updated?

The Form 806 should be amended promptly upon any of the following circumstances: (1) the number of scheduled meetings is changed, (2) there is a change in the compensation paid to the members, (3) there is a change in membership on the board or commission, or (4) there is a new appointment to a new agency.

7. If officials choose to recuse themselves from the decision and leave the room when a vote is taken to make an appointment, must the Form 806 be completed?

No. The Form 806 is only required to identify those officials that will vote on an appointment in which the official will also receive additional compensation.

Privacy Information Notice

Information requested by the FPPC is used to administer and enforce the Political Reform Act. Failure to provide information may be a violation subject to penalties. All reports are public records available for inspection and reproduction. Direct questions to FPPC's General Counsel, Fair Political Practices Commission, 428 J Street, Ste. 620, Sacramento, CA 95814.

2018 SLATE OF MTS COMMITTEES AND OUTSIDE AGENCY APPOINTMENTS

Accessible Services Advisory Committee (ASAC)	Chair –					
Time Commitment: meets quarterly						
Airport Authority Advisory Committee	Committee Representative –					
Time Commitment: infrequent meetings	Alternate –					
Budget Development Committee	Committee Representative –					
Time Commitment: meets 2-3 times per year	Committee Representative –					
	Committee Representative – Committee Representative –					
	Committee Representative –					
Los Angeles - San Diego Rail Corridor Agency (LOSSAN)	Committee Representative – Alternate –					
Time Commitment: meets monthly						
Public Security Committee	Committee Representative –					
Time Commitment: meets 2 times per year	Committee Representative – Committee Representative – Committee Representative –					
	Committee Representative –					
SANDAG Board	Advisory Representative –					
Time Commitment: meets 2 times per month	Alternate –					
SANDAG Regional Planning Committee	Committee Representative –					
Time Commitment: meets 1 time per month	Alternate –					
SANDAG Transportation Committee	Committee Representative –					
Time Commitment: meets 2 times per month	Alternate –					
San Diego Regional Building Authority (SDRBA)	Committee Representative –					
Time Commitment: meets 3-4 times per year						
Vice Chair	Vice Chair –					
Chair Pro Tem	Chair Pro Tem –					

^{*}Audit Oversight Committee and Executive Committee appointments are determined by Board Policy No. 22
**Taxicab Advisory Committee appointment is determined by the City of San Diego



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Agenda Item No. 47

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

December 14, 2017

SUBJECT:

SEMI-ANNUAL SECURITY REPORT (JANUARY 1, 2017 THROUGH JUNE 30, 2017) (MANNY GUADERRAMA)

INFORMATIONAL ONLY

Budget Impact

None with this action.

DISCUSSION:

This semi-annual security report covers the period from January 1, 2017 through June 30, 2017. Topics to be discussed will be the crime statistics for the calendar year and information regarding security and enforcement.

Transit Enforcement staff utilized the Automated Regional Justice Information System (ARJIS) database to obtain/identify Part I crimes that were possibly transit related. All law enforcement agencies in the San Diego region report their crime information to ARJIS and this is the most reliable data. Crime statistics where MTS staff was notified/involved are tracked and maintained in the MTS database (eForce). Once a crime was identified as possibly transit related, crime reports were obtained/reviewed to determine if there was a nexus to MTS.

/s/ Paul C. Jablonski Paul C. Jablonski

Chief Executive Officer

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













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Agenda Item No. 48

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

December 14, 2017

SUBJECT:

OPERATIONS BUDGET STATUS REPORT FOR OCTOBER 2017 (MIKE THOMPSON)

INFORMATIONAL ONLY

Budget Impact

None at this time.

DISCUSSION:

This report summarizes the year-to-date operating results for October 2017 compared to the fiscal year (FY) 2018 adopted budget for San Diego Metropolitan Transit System (MTS). Attachment A-1 combines the operations', administrations' and other activities' results for October 2017. Attachment A-2 details the October 2017 combined operations' results and Attachments A-3 to A-7 present budget comparisons for each MTS operation. Attachment A-8 details budget comparisons for MTS Administration, and Attachment A-9 provides October 2017 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 2017, MTS's net-operating income unfavorable variance totaled \$1,545,000 (-2.8%). Operations produced a \$2,409,000 (-4.4%) unfavorable variance and the administrative/other activities areas were favorable by \$864,000.

MTS COMBINED RESULTS

Revenues. Year-to-date combined revenues through October 2017 were \$36,392,000, compared to the year-to-date budget of \$38,010,000, representing a \$1,618,000 (-4.3%)









unfavorable variance. This is primarily due to unfavorable variances within Passenger Fare revenues.

<u>Expenses.</u> Year-to-date combined expenses through October 2017 were \$93,187,000 compared to the budget of \$93,260,000, resulting in a \$73,000 (0.1%) favorable variance.

<u>Personnel Costs</u>. Year-to-date personnel-related costs totaled \$44,740,000, compared to a budgetary figure of \$44,042,000, producing an unfavorable variance of \$698,000 (-1.6%).

<u>Outside Services and Purchased Transportation</u>. Total outside services through four months of the fiscal year totaled \$31,592,000, compared to a budget of \$32,419,000, resulting in a favorable variance of \$827,000 (2.5%).

<u>Materials and Supplies</u>. Total year-to-date materials and supplies expenses were \$4,021,000, compared to a budgetary figure of \$3,794,000, resulting in an unfavorable variance of \$226,000 (-6.0%).

<u>Energy</u>. Total year-to-date energy costs were \$9,623,000, compared to the budget of \$9,659,000 resulting in a favorable variance of \$36,000 (0.4%).

<u>Risk Management</u>. Total year-to-date expenses for risk management were \$1,406,000, compared to the budget of \$1,454,000, resulting in a favorable variance totaling \$48,000 (3.3%).

<u>General and Administrative</u>. The year-to-date general and administrative costs, including vehicle and facilities leases, were \$1,805,000 through October 2017, compared to a budget of \$1,892,000, resulting in a favorable variance of \$87,000 (4.6%).

YEAR-TO-DATE SUMMARY

The October 2017, year-to-date net-operating income totaled an unfavorable variance of \$1,545,000 (-2.8%). These factors include unfavorable variances in operating revenue, personnel costs and materials and supplies; offset by favorable variances in outside services, energy, risk management and general and administrative.

/s/ Paul C. Jablonski
Paul C. Jablonski
Chief Executive Officer

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

Attachment: A. Comparison to Budget

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

MTS CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2018 OCTOBER 31, 2017

(in \$000's)

	YEAR TO DATE								
	ACTUAL		BUDGET		VARIANCE		VAR. %		
Passenger Revenue	\$ 31,292		\$	33,244	\$	(1,952)	-5.9%		
Other Revenue		5,100	4,766			334	7.0%		
Total Operating Revenue	\$	36,392	\$	\$ 38,010		\$ (1,618)	-4.3%		
Personnel costs	\$	44,740	\$	44,042	\$	(698)	-1.6%		
Outside services		31,592		32,419		827	2.5%		
Transit operations funding		-		-		-	-		
Materials and supplies		4,021		3,794		(226)	-6.0%		
Energy		9,623		9,659		36	0.4%		
Risk management		1,406		1,454		48	3.3%		
General & administrative		1,508		1,489		(19)	-1.3%		
Vehicle/facility leases		296		403		106	26.4%		
Amortization of net pension asset		-	-			-	-		
Administrative Allocation	-			(0)		(0)	0.0%		
Depreciation		-					-		
Total Operating Expenses		93,187	\$	93,260	\$	73	0.1%		
Operating income (loss)		(56,795)	\$	(55,250)	\$	(1,545)	-2.8%		
Total public support and nonoperating revenues		(178)		(169)		(8)	4.9%		
Income (loss) before capital contributions		(56,973)	\$	(55,420)	\$	(1,553)	2.8%		

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS CONSOLIDATED OPERATIONS

COMPARISON TO BUDGET - FISCAL YEAR 2018 OCTOBER 31, 2017

(in \$000's)

	YEAR TO DATE						
	ACTUAL		BUDGET		VARIANCE		VAR. %
Passenger Revenue	\$	31,292	\$	33,244	\$	(1,952)	-5.9%
Other Revenue		431		402		29	7.3%
Total Operating Revenue	\$	31,723	\$	33,646	\$	(1,923)	-5.7%
Personnel costs	\$	37,752	\$	36,685	\$	(1,066)	-2.9%
Outside services		26,592		27,223		631	2.3%
Transit operations funding		-		-		-	-
Materials and supplies		3,993		3,779		(214)	-5.7%
Energy		9,384		9,392		9	0.1%
Risk management		1,200		1,299		99	7.6%
General & administrative		306		294		(13)	-4.3%
Vehicle/facility leases		273		341		68	19.8%
Amortization of net pension asset		-		-		-	-
Administrative Allocation		9,247		9,247		(0)	0.0%
Depreciation						<u>-</u> .	
Total Operating Expenses	\$	88,746	\$	88,260	\$	(487)	-0.6%
Operating income (loss)		(57,023)	\$	(54,614)	\$	(2,409)	-4.4%
Total public support and nonoperating revenues		(203)		(216)		12	-5.8%
Income (loss) before capital contributions		(57,227)	\$	(54,830)	\$	(2,397)	4.4%

SAN DIEGO METROPOLITAN TRANSIT SYSTEM

OPERATIONS TRANSIT SERVICES (SAN DIEGO TRANSIT CORPORATION)

COMPARISON TO BUDGET - FISCAL YEAR 2018 OCTOBER 31, 2017

(in \$000's)

	YEAR TO DATE						
	ACTUAL		BUDGET		VARIANCE		VAR. %
Passenger Revenue	\$	7,359	\$	7,775	\$	(416)	-5.4%
Other Revenue		26		2		25	1472.1%
Total Operating Revenue	\$	7,385	\$	7,776	\$	(392)	-5.0%
Personnel costs	\$	25,098	\$	24,313	\$	(786)	-3.2%
Outside services		882		670		(212)	-31.6%
Transit operations funding		-		-		-	-
Materials and supplies		1,479		1,517		38	2.5%
Energy		1,823		1,929		106	5.5%
Risk management		664		678		14	2.1%
General & administrative		171		150		(21)	-14.1%
Vehicle/facility leases		109		129		20	15.5%
Amortization of net pension asset		-		-		-	-
Administrative Allocation		3,209		3,209		-	0.0%
Depreciation		-					
Total Operating Expenses	\$	33,436	\$	32,596	\$	(840)	-2.6%
Operating income (loss)	\$	(26,051)	\$	(24,819)	\$	(1,232)	-5.0%
Total public support and nonoperating revenues		(281)		(284)		2	-0.9%
Income (loss) before capital contributions		(26,333)	\$	(25,103)	\$	(1,229)	4.9%

OPERATIONS RAIL OPERATIONS (SAN DIEGO TROLLEY, INCORPORATED)

COMPARISON TO BUDGET - FISCAL YEAR 2018 OCTOBER 31, 2017

	YEAR TO DATE						
	A	CTUAL	BUDGET		VARIANCE		VAR. %
Passenger Revenue	\$	14,113	\$	15,004	\$	(891)	-5.9%
Other Revenue		404		400		4	1.0%
Total Operating Revenue	\$	14,517	\$	15,404	\$	(887)	-5.8%
Personnel costs	\$	12,342	\$	12,009	\$	(332)	-2.8%
Outside services		1,657		1,797		140	7.8%
Transit operations funding		-		-		-	-
Materials and supplies		2,511		2,245		(266)	-11.9%
Energy		4,810		4,584		(226)	-4.9%
Risk management		531		615		84	13.7%
General & administrative		134		140		6	4.1%
Vehicle/facility leases		65		112		47	41.9%
Amortization of net pension asset		-		-		-	-
Administrative Allocation		5,343		5,343		-	0.0%
Depreciation		-					-
Total Operating Expenses	\$	27,393	\$	26,846	\$	(548)	-2.0%
Operating income (loss)	\$	(12,876)	\$	(11,442)	\$	(1,434)	-12.5%
Total public support and nonoperating revenues		-		-		-	-
Income (loss) before capital contributions	\$	(12,876)	\$	(11,442)	\$	(1,434)	12.5%

OPERATIONS MULTIMODAL OPERATIONS (FIXED ROUTE)

COMPARISON TO BUDGET - FISCAL YEAR 2018 OCTOBER 31, 2017

	YEAR TO DATE						
	A	CTUAL	UAL BUDGET		VARIANCE		VAR. %
Passenger Revenue	\$	8,947	\$	9,349	\$	(402)	-4.3%
Other Revenue		1				1	
Total Operating Revenue	\$	8,948	\$	9,349	\$	(401)	-4.3%
Personnel costs	\$	86	\$	111	\$	24	22.1%
Outside services		18,039		18,424		385	2.1%
Transit operations funding		-		-		-	-
Materials and supplies		2		17		14	85.3%
Energy		1,987		2,143		157	7.3%
Risk management		-		-		-	-
General & administrative		0		1		1	71.5%
Vehicle/facility leases		6		7		1	9.9%
Amortization of net pension asset		-		-		-	-
Administrative Allocation		508		508		0	0.0%
Depreciation						<u> </u>	
Total Operating Expenses	\$	20,629	\$	21,211	\$	582	2.7%
Operating income (loss)	\$	(11,682)	\$	(11,862)	\$	180	1.5%
Total public support and nonoperating revenues		-		-		-	-
Income (loss) before capital contributions	\$	(11,682)	\$	(11,862)	\$	180	-1.5%

OPERATIONS MULTIMODAL OPERATIONS (PARATRANSIT) COMPARISON TO BUDGET - FISCAL YEAR 2018

OCTOBER 31, 2017 (in \$000's)

	YEAR TO DATE						
	AC	CTUAL	L BUDGET		VARIANCE		VAR. %
Passenger Revenue	\$	873	\$	1,117	\$	(243)	-21.8%
Other Revenue							
Total Operating Revenue	\$	873	\$	1,117	\$	(243)	-21.8 %
Personnel costs	\$	29	\$	56	\$	27	48.7%
Outside services		5,781		6,100		319	5.2%
Transit operations funding		-		-		-	-
Materials and supplies		-		-		-	-
Energy		764		736		(28)	-3.8%
Risk management		5		5		-	0.0%
General & administrative		1		3		2	71.2%
Vehicle/facility leases		93		93		0	0.0%
Amortization of net pension asset		-		-		-	-
Administrative Allocation		186		186		(0)	0.0%
Depreciation		-				<u>-</u> -	
Total Operating Expenses	\$	6,859	\$	7,179	\$	320	4.5%
Operating income (loss)	\$	(5,986)	\$	(6,062)	\$	77	1.3%
Total public support and nonoperating revenues		-		-		-	-
Income (loss) before capital contributions	\$	(5,986)	\$	(6,062)	\$	77	-1.3%

OPERATIONS CORONADO FERRY

COMPARISON TO BUDGET - FISCAL YEAR 2018 OCTOBER 31, 2017

	YEAR TO DATE						
	AC	ACTUAL BUDGET		VARIANCE		VAR. %	
Passenger Revenue	\$	-	\$	-	\$	-	-
Other Revenue						<u> </u>	
Total Operating Revenue	\$	-	\$	-	\$	-	-
Personnel costs	\$	-	\$	-	\$	-	-
Outside services		71		71		(0)	0.0%
Transit operations funding		-		-		-	-
Materials and supplies		-		-		-	-
Energy		-		-		-	-
Risk management		-		-		-	-
General & administrative		-		-		-	-
Vehicle/facility leases		-		-		-	-
Amortization of net pension asset		-		-		-	-
Administrative Allocation		-		-		-	-
Depreciation							-
Total Operating Expenses	\$	71	\$	71	\$	(0)	0.0%
Operating income (loss)	\$	(71)	\$	(71)	\$	(0)	0.0%
Total public support and nonoperating revenues		78		68		10	14.7%
Income (loss) before capital contributions	\$	7	\$	(3)	\$	10	-375.1%

ADMINISTRATION CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2018 OCTOBER 31, 2017

	YEAR TO DATE						
	AC	CTUAL	BUDGET		VARIANCE		VAR. %
Passenger Revenue	\$	-	\$	-	\$	-	-
Other Revenue		4,545		4,247		298	7.0%
Total Operating Revenue	\$	4,545	\$	4,247	\$	298	7.0%
Personnel costs	\$	6,709	\$	7,014	\$	305	4.3%
Outside services		4,937		5,101		164	3.2%
Transit operations funding		-		-		-	-
Materials and supplies		28		13	(15)		-109.9%
Energy		232		262		30	11.3%
Risk management		143		147		4	2.7%
General & administrative		1,149		1,156		7	0.6%
Vehicle/facility leases		15		53		38	71.3%
Amortization of net pension asset		-		-		-	-
Administrative Allocation		(9,295)		(9,295)		-	0.0%
Depreciation						<u>-</u> -	-
Total Operating Expenses	\$	3,919	\$	4,451	\$	533	12.0%
Operating income (loss)	\$	626	\$	(204)	\$	830	407.1%
Total public support and nonoperating revenues		26		47		(21)	-44.7%
Income (loss) before capital contributions	\$	652	\$	(157)	\$	809	-514.6%

OTHER ACTIVITIES CONSOLIDATED

COMPARISON TO BUDGET - FISCAL YEAR 2018 OCTOBER 31, 2017

	YEAR TO DATE						
	AC	TUAL	BUDGET		VARIANCE		VAR. %
Passenger Revenue	\$	-	\$	-	\$	-	-
Other Revenue		124		117		7	6.0%
Total Operating Revenue	\$	124	\$	117	\$	7	6.0%
Personnel costs	\$	279	\$	343	\$	64	18.6%
Outside services		64		95		32	33.1%
Transit operations funding		-		-		-	-
Materials and supplies		0		2		2	95.1%
Energy		7		4		(3)	-66.3%
Risk management		63		8		(55)	-670.1%
General & administrative		53		40		(14)	-34.4%
Vehicle/facility leases		8		8		1	7.4%
Amortization of net pension asset		-		-		-	-
Administrative Allocation		48		48		-	0.0%
Depreciation						_ -	<u>-</u>
Total Operating Expenses	\$	522	\$	549	\$	27	4.9%
Operating income (loss)	\$	(398)	\$	(432)	\$	34	7.9%
Total public support and nonoperating revenues		-		-		-	-
Income (loss) before capital contributions	\$	(398)	\$	(432)	\$	34	-7.9%



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Agenda Item No. 61

Chief Executive Officer's Report

December 14, 2017

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 1, 2017 through December 5, 2017. *Please note additional reporting of purchase orders that is now possible with the new SAP Enterprise Resource Planning system.

CEO Travel Report (since last Board meeting)

APTA Committee & TOPS Committee Meetings in Washington, DC Nov. 28 – Dec. 1:

Dec. 6 – 7: Western CEOs Roundtable in Dallas, TX

Board Member Travel Report (since last Board meeting)

N/A









	EXPENSE CONTRACTS							
Doc#	Organization	Subject	Amount	Day				
G1727.3-14	LEXISNEXIS	ONLINE SERVICES	\$4,200.00	11/6/2017				
G1474.1-12	ENVIRONMENTAL LOGISTICS	HAZARDOUS MATERIAL DISPOSAL SVC	\$17,594.00	11/7/2017				
G1879.2-16	SKYHAWK INDUSTRIES	COURIER SVC	\$21,120.00	11/7/2017				
PWL18216-20	HERZOG CONSTRUCTION	INSULATED JOINT REPLACED M-1342	\$8,269.95	11/7/2017				
B0574.3-12	CUMMINS CAL PACIFIC, INC.	CONTRACT EXTENSION	\$0.00	11/8/2017				
L1371.0-17	EKCO METALS	REMOVE & SCRAP 42 U2 LRVs	\$176,400.00	11/8/2017				
G1897.0-16	STATE OF CALIFORNIA DOT	RAILROAD SAFETY TRAINING	\$23,691.00	11/13/2017				
G1966.1-17	DAVRA NETWORKS	ADD 6 MONTHS	\$0.00	11/13/2017				
G2084.0-18	SDGE	COURTHOUSE STATION	\$37,205.00	11/13/2017				
L1120.3-13	SIMMONS MACHINE TOOL CORP	LABOR & RIGGING - INSTALLATION OF EQUIPMENT	\$11,601.69	11/13/2017				
L1360.1-17	JACOBS ENGINEERING GROUP, INC.	ROADWAY WORKER PROTECTION TRAINING	\$29,520.00	11/13/2017				
PWL2111316	HERZOG CONTRACTING	ADDITIONAL SURFACING	\$59,590.47	11/13/2017				
G2064.0-18	7-ELEVEN INC.	TVM PASS SALES	\$4,200.00	11/16/2017				
PWB231.0-17	BLUE PACIFIC ENGINEERING	CPD CURB & GUTTER	\$87,300.00	11/16/2017				
PWL242.1-18	SIMMONS MACHINE TOOL	ADDING PREVAILING WAGE	\$0.00	11/16/2017				
G1881.1-16	DIAMOND ENVIRONMENTAL SERVICES	ADD HEP A COST	\$8,748.00	11/17/2017				
G1946017-13	GLOBAL SIGNALS GROUP	BROADWAY LEMON GROVE REHAB	\$9,550.44	11/17/2017				
G2030.0-17	CITY OF SAN DIEGO-CITY ATTY	MOU CAMPBLE SHIPYARD INVESTIGATION	\$75,000.00	11/21/2017				
G1569.3-13	MAGNETIC TICKET & LABEL CORP	ADD GREEN TICKET	\$0.00	11/27/2017				
G2021.0-17	DHS CONSULTING, INC.	CONSTRUCTION MGMT AGREEMENT	\$0.00	11/27/2017				
PWL20316091	HMS CONSTRUCTION	CCO1 RELATED TO INCREASE JOC FACTOR	\$5,482.64	11/27/2017				
PWL237.2-17	DRAKE INTEGRATIONS	ADDITIONAL WORK CIRCON LONWORKS	\$56,950.00	11/27/2017				
G1658.3-17	ISS FACILITIES SERVICES, INC.	ADD PREVAILING WAGE	\$0.00	11/28/2017				
G1828.2-15	ALLIED UNIVERSAL	CONSOLIDATION ADMINISTRATIVE POSITION	(\$9,195.00)	11/28/2017				
G1947.01709	HDR ENGINEERING	DESIGN OF AUXILIARY 600 VOLTS	\$47,959.71	11/29/2017				
PWL146.2-13	TRI-SIGNAL INTEGRATION	FIRE ALARM TESTING SABRE SPRINGS/PENASQUITOS	\$12,000.00	11/30/2017				
PWL199.1-16	SINGH GROUP	ON CALL TREE TRIMMING	\$37,680.00	11/30/2017				
G2075.0-18	DOKKEN ENGINEERING	AS NEEDED SVC - MASTER	\$0.00	12/1/2017				

	REVENUE CONTRACTS & MOUS								
Doc#	Organization	Subject	Amount	Day					
L5810.0-18	SDGE	AERIAL ELECTRIC SDGE VINE ST SUBSTATION	\$0.00	11/3/2017					
L1414.0-18	BLUE HORIZON CONSTRUCTION	ROE - IMPROVEMENT AT 1695 MAIN ST	\$750.00	11/7/2017					
G2060.0-18	ST. VINCENT DE PAUL VILLAGES	COMPASS CARD	\$0.00	11/8/2017					
L1418.0-18	SD RUN FOR HUNGRY	ROE - 14TH ANNUAL RUN FOR HUNGRY	\$750.00	11/9/2017					
L1424.0-18	DIVERSIFIED UTILITY SVC	ROE - ORANGE LINE COURTHOUSE STATION	\$375.00	11/9/2017					
G2063.0-18	ESCONDIDO UNION SCHOOL DISTRICT	COMPASS CARD	\$0.00	11/13/2017					
G2074.0-18	MOUNT MIGUEL HIGH SCHOOL	COMPASS CARD	\$0.00	11/13/2017					
G2076.0-18	POWAY UNIFIED - YOUTH IN TRANS	COMPASS CARD	\$0.00	11/13/2017					
L4628.0-17	CITY SD - PUBLIC WORKS	MOW PARK BLVD	\$0.00	11/13/2017					
L5798.0-17	BAYSIDE SD, LLC	NO BUILD EASEMENT - 915 GRAPE DEVELOPMENT	\$45,300.00	11/13/2017					
L6752.0-17	SAN DIEGO GAS & ELECTRIC	MID COAST CORRIDOR	\$0.00	11/13/2017					
L6766.0-17	CITY OF SAN DIEGO	LEASE WITH CITY OF SD	\$0.00	11/15/2017					
L1329.0-17	AMERICAN WRECKING, INC.	ROE - BOSA'S BROADWAY	\$3,750.00	11/16/2017					
G2065.0-18	SD HOLIDAY BOWL	HOLIDAY BOWL GAME & PARADE	\$0.00	11/17/2017					
L1419.0-18	GOT U WIRED	ROE - GASLAMP QUARTER PARK	\$750.00	11/17/2017					
L1427.0-18	FAMILY HEALTH CENTER OF SD	ROE - VACCINATION CLINIC SAN YSIDRO	\$0.00	11/17/2017					
G2072.0-18	CITY OF CHULA VISTA	CHULA VISTA STARLIGHT PARADE 2017	\$0.00	11/20/2017					
L5807.0-18	HENKELS & MCCOY	JROE - SDGE VINE SUBSTATION	\$3,950.00	11/20/2017					
L0901.01061	BRICEHOUSE STATION	EVERYWON - STAGING AT GASLAMP	\$2,000.00	11/21/2017					
S200-18-670	SAN DIEGO GAS & ELECTRIC	PURCHASE & SALE GAS PIPELINE 65TH ST	\$7,800.00	11/21/2017					
S200-18-676	R.D. INSTALLATIONS	ROE - MILEPOST SL5.61	\$750.00	11/21/2017					
G1443.6-12	ROWLBERTOS MEDIA	RED TROLLEY SHOW	\$0.00	11/27/2017					
L5802.1-17	TC CONSTRUCTION	ROE - TIME EXTENSION	\$750.00	11/27/2017					
G2077.0-18	SAN DIEGO CITYBEAT	IN KIND TRADE - PRINT ADS	\$0.00	11/28/2017					
G2078.0-18	INTERNATIONAL CULTURE EXCHANGE	GLOBAL WINTER WONDERLAND	\$0.00	11/28/2017					
S200-18-677	COFFMAN SPECIALTIES	ROE - CHULA VISTA/CALTRANS	\$750.00	11/28/2017					
L1428.0-18	BERTS OFFICE TRAILERS	ROE - NEWTON-CITY OF SD HOMELESS SHELTER	\$0.00	11/29/2017					

WORK ORDERS								
Doc#	Organization	Subject	Amount	Day				
G1493.0-13.19.02	KIMLEY HORN & ASSOCIATES	SUPPORT DOCS - CLEAN UP EUCLID CHAN	\$37,300.00	11/3/2017				
PWL182.016750120	HERZOG	INSULATED JOINT REPLACEMENT M-1342	\$8,269.95	11/7/2017				

Purchase Orders						
PO Number	PO Date	Name	Material Group	PO Value		
4400000234	11/1/2017	W.W. Grainger Inc	G200-OFFICE SUPPLIES	141.20		
4400000235		W.W. Grainger Inc	B250-BUS REPAIR PARTS	115.51		
4400000236	11/6/2017	W.W. Grainger Inc	G130-SHOP TOOLS	106.16		
4400000237		W.W. Grainger Inc	G130-SHOP TOOLS	110.23		
4400000238		W.W. Grainger Inc	B250-BUS REPAIR PARTS	89.15		
4400000239	11/27/2017	W.W. Grainger Inc	G130-SHOP TOOLS	81.91		
4400000240		W.W. Grainger Inc	G200-OFFICE SUPPLIES	653.72		
4400000241	11/27/2017	W.W. Grainger Inc	G130-SHOP TOOLS	106.78		
4400000242	11/28/2017	W.W. Grainger Inc	G130-SHOP TOOLS	108.95		
4400000243	12/4/2017	Mcmaster-Carr Supply Co	B250-BUS REPAIR PARTS	134.25		
4400000244	12/4/2017	W.W. Grainger Inc	B250-BUS REPAIR PARTS	75.46		
4500015214	11/1/2017	Cummins Pacific LLC	B250-BUS REPAIR PARTS	691.09		
4500015215	11/1/2017	JKL Cleaning Systems	P210-NON-REV VEH REPAIRS	240.77		
4500015216		Jeyco Products Inc	G130-SHOP TOOLS	49.75		
4500015217		Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	1,800.51		
4500015218		Robcar Corporation	M200-YARD FACILITIES	398.37		
4500015219		Kimley-Horn & Associates	P410-CONSULTING	45,800.00		
4500015220		Mohawk Mfg & Supply Co	B120-BUS MECHANICAL PARTS	2,996.57		
4500015221		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,892.66		
4500015222	11/1/2017	San Diego Compressed Air Power LLC	F180-BUILDING MATERIALS	50.11		
4500015223		TK Services Inc	B110-BUS HVAC SYSTEMS	1,757.92		
4500015224	11/1/2017	Dartco Transmission	B200-BUS PWR TRAIN EQUIP	1,793.81		
4500015225	11/1/2017	Gillig LLC	G140-SHOP SUPPLIES	71.76		
4500015226	11/1/2017	W.W. Grainger Inc	G150-FASTENERS	21.79		
4500015227	11/1/2017	Annex Automotive and	R240-RAIL/LRV REPR PARTS	314.76		
4500015228	11/1/2017	Gillig LLC	B120-BUS MECHANICAL PARTS	1,926.04		
4500015229	11/1/2017	Louis Sardo Upholstery Inc	R200-RAIL/LRV SEATING	10,240.58		
4500015231	11/1/2017	Golden State Supply LLC	G140-SHOP SUPPLIES	44.05		
4500015232		R.S. Hughes Co Inc	G190-SAFETY/MED SUPPLIES	161.26		
4500015233		Airgas Inc	G190-SAFETY/MED SUPPLIES	786.15		
4500015234		Susan Shepard	G280-FARE MATERIALS	17,272.38		
4500015235		Kurt Morgan	G200-OFFICE SUPPLIES	1,951.45		
4500015236		Transit Holdings Inc	B250-BUS REPAIR PARTS	1,894.30		
4500015237		Southern Counties Oil Co, LP	G170-LUBRICANTS	4,460.69		
4500015238		Southcoast Heating & Air	F110-SHOP/BLDG MACHINERY	749.79		
4500015239		JKL Cleaning Systems	G130-SHOP TOOLS	567.85		
4500015240		Kenneth Place	P130-EQUIP MAINT REPR SVC	300.00		
4500015241		Transit Holdings Inc	B160-BUS ELECTRICAL	29,601.81		
4500015243		Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	18.77		
4500015244		Airgas Inc	G140-SHOP SUPPLIES	52.91		
4500015245		Kurt Morgan	G200-OFFICE SUPPLIES	412.21		
4500015246		CDW LLC	I120-INFO TECH, SVCS	775.00		
4500015247		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,911.15		
4500015248		Industrial Maintenance Supply LLC	G150-FASTENERS	225.65		
4500015249		Transit Holdings Inc	B250-BUS REPAIR PARTS	1,335.59		
4500015250		Harbor Diesel & Equipment	B250-BUS REPAIR PARTS	1,666.05		
4500015251		Supreme Oil Company	B180-BUS DIESEL	8,921.70		
4500015252		Southern Counties Lubricants LLC	G170-LUBRICANTS	6,163.30		
4500015253		Transit Products and Services	B130-BUS BODY	1,616.25		
4500015254		R.S. Hughes Co Inc	B130-BUS BODY	48.38		
4500015255		Recaro North America Inc	B130-BUS BODY	515.90		
4500015256		Cummins Pacific LLC	B250-BUS REPAIR PARTS	481.06		
4500015257		Mohawk Mfg & Supply Co	B160-BUS ELECTRICAL	106.57		
4500015258		San Diego Friction Products, Inc.	B140-BUS CHASSIS	495.39		
4500015259		Kaman Industrial Technologies	B120-BUS MECHANICAL PARTS	3,791.76		
4500015260		San Diego Seal Inc	G140-SHOP SUPPLIES	100.40		
4500015261		Reid and Clark Screen Arts Co	G140-SHOP SUPPLIES	573.23		
4500015262	11/2/2017	TK Services Inc	B200-BUS PWR TRAIN EQUIP	14,961.81		

	Purchase Orders						
PO Number	PO Date	Name	Material Group	PO Value			
4500015263	11/2/2017		B250-BUS REPAIR PARTS	929.35			
4500015264		Genuine Parts Co	B250-BUS REPAIR PARTS	234.21			
4500015265		Southcoast Heating & Air	F110-SHOP/BLDG MACHINERY	496.00			
4500015266		Steven Timme	G110-BUS/TROLLEY SIGNAGE	107.75			
4500015267		Transit Holdings Inc	B250-BUS REPAIR PARTS	1,472.30			
4500015268		General Auto Repair	P210-NON-REV VEH REPAIRS	130.68			
4500015269		Norman Industrial Materials	B250-BUS REPAIR PARTS	52.95			
4500015270	11/3/2017		B130-BUS BODY	570.60			
4500015271		M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	311.94			
4500015272		Miramar Bobcat Inc	P130-EQUIP MAINT REPR SVC	1,925.99			
4500015273		Airgas Inc	G190-SAFETY/MED SUPPLIES	991.84			
4500015274	11/3/2017		B160-BUS ELECTRICAL	2,463.81			
4500015275		Muncie Transit Supply	B110-BUS HVAC SYSTEMS	3,776.55			
4500015276		Muncie Transit Supply	B110-BUS HVAC SYSTEMS	1,804.36			
4500015277		Kaman Industrial Technologies	B120-BUS MECHANICAL PARTS	1,211.44			
4500015278		Flyers Energy LLC	A120-AUTO/TRUCK GASOLINE	21,990.56			
4500015279		Home Depot USA Inc	F110-SHOP/BLDG MACHINERY	33.16			
4500015280		Anemos Enterprises, Inc.	G160-PAINTS & CHEMICALS	975.00			
4500015281		JKL Cleaning Systems	G130-SHOP TOOLS	103.23			
4500015282		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	1,954.31			
4500015283		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,911.15			
4500015284		Aslan Capital Inc	G180-JANITORIAL SUPPLIES	828.30			
4500015285		Soco Group Inc	G170-LUBRICANTS	111.51			
4500015287		Flyers Energy LLC	A120-AUTO/TRUCK GASOLINE	24,225.37			
4500015288		Jeyco Products Inc	G140-SHOP SUPPLIES	1,148.04			
4500015289		Southern Counties Oil Co, LP	G170-LUBRICANTS	970.61			
4500015290		OPW Fueling Components	B200-BUS PWR TRAIN EQUIP	759.49			
4500015291		4One LLC	B250-BUS REPAIR PARTS	314.63			
4500015292		Top Gear Inc	G250-NOVELTIES & AWARDS	601.03			
4500015293		Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	114.04			
4500015294		Western Pump Inc	F110-SHOP/BLDG MACHINERY	456.86			
4500015295		Transit Holdings Inc	B250-BUS REPAIR PARTS	118.65			
4500015296		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,911.15			
4500015297		AT&T DataComm Inc	I110-INFORMATION TECH	30,000.00			
4500015298		Naumann Hobbs Material Handling	P130-EQUIP MAINT REPR SVC	100.00			
4500015299		Davra Networks USA	I110-INFORMATION TECH	85,000.00			
4500015300		Northwest Pump & Equipment Co	G130-SHOP TOOLS	291.65			
4500015301		El Dorado Coatings Inc	P120-BLDG/FACILITY REPRS	300.00			
4500015302		Studio C Creative Sound Recorders	I120-INFO TECH, SVCS	170.00			
4500015303		JKL Cleaning Systems	P210-NON-REV VEH REPAIRS	321.73			
4500015304		Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	260.14			
4500015305		R.S. Hughes Co Inc	G160-PAINTS & CHEMICALS	158.83			
4500015306		Sid Tool Co	G130-SHOP TOOLS	540.37			
4500015307		Pro-IBEG Systems Inc	R120-RAIL/LRV CAR BODY	6,399.82			
4500015308		Transwest San Diego LLC	B110-BUS HVAC SYSTEMS	8,857.05			
4500015309		Industrial Maintenance Supply LLC	G150-FASTENERS	24.54			
4500015310		R.S. Hughes Co Inc	P540-MAINTENANCE TRAINING	285.26			
4500015311		The Printing Organization, Inc.	1110-INFORMATION TECH	856.62			
4500015312		W.W. Grainger Inc	G270-ELECTRICAL/LIGHTING	2,683.02			
4500015313		Transwest San Diego LLC	B200-BUS PWR TRAIN EQUIP	2,801.50			
4500015314		Willy's Electronic Supply Co	R150-RAIL/LRV COMM EQUIP	122.84			
4500015315		Grah Safe & Lock Inc	P120-BLDG/FACILITY REPRS	750.00			
4500015316		Transit Holdings Inc	B200-BUS PWR TRAIN EQUIP	175.42			
4500015317		TK Services Inc	B250-BUS REPAIR PARTS	809.59			
4500015318		Gillig LLC	B140-BUS CHASSIS	71.99			
4500015319		Kaman Industrial Technologies	B200-BUS PWR TRAIN EQUIP	112.63			
4500015320		Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	507.97			
4500015321	11/1/2017	Mission Janitorial Supplies	G180-JANITORIAL SUPPLIES	335.91			

Purchase Orders						
PO Number	PO Date	Name	Material Group	PO Value		
4500015322	11/7/2017	OneSource Distributors, LLC	G130-SHOP TOOLS	1,944.13		
4500015323		Matthias Moos	M120-OVRHEAD CATENARY SYS	106.68		
4500015324		Citywide Auto Glass Inc	R120-RAIL/LRV CAR BODY	2,872.10		
4500015325	11/7/2017	Siemens Industry Inc	P420-MAIL SERVICES	8,823.72		
4500015326	11/7/2017	Mohawk Mfg & Supply Co	B140-BUS CHASSIS	3,808.33		
4500015327	11/7/2017	Transit Holdings Inc	B110-BUS HVAC SYSTEMS	1,695.90		
4500015328	11/7/2017	Neleco Products Inc	G170-LUBRICANTS	747.47		
4500015329	11/7/2017	TK Services Inc	G170-LUBRICANTS	976.74		
4500015330	11/7/2017	Proclip USA Inc	I130-IT CAPITAL HARDWARE	15,505.41		
4500015331	11/7/2017	Culligan of San Diego	G140-SHOP SUPPLIES	2,346.00		
4500015332	11/7/2017	R.B. Hornberger Co Inc	T110-TRACK, RAIL	235.98		
4500015333	11/7/2017	Cubic Transportation Systems	B190-BUS FARE EQUIP	5,761.88		
4500015334		OSI Hardware Inc	I110-INFORMATION TECH	1,027.95		
4500015335	11/7/2017	Gillig LLC	B130-BUS BODY	1,811.67		
4500015336		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,923.48		
4500015337		Team One Repair Inc	G290-FARE REVENUE EQUIP	3,532.28		
4500015338		Center City Printing	G200-OFFICE SUPPLIES	178.18		
4500015339		Cummins Pacific LLC	INSURANCE-Insurance Stock	2,707.82		
4500015340		Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	44.15		
4500015341		Mohawk Mfg & Supply Co	B140-BUS CHASSIS	2,374.68		
4500015342		Vern Rose Inc	B250-BUS REPAIR PARTS	727.24		
4500015343		TK Services Inc	B250-BUS REPAIR PARTS	1,414.10		
4500015344		No-Spill Systems Inc	B250-BUS REPAIR PARTS	645.70		
4500015345		Mohawk Mfg & Supply Co	B140-BUS CHASSIS	20.69		
4500015346	11/7/2017	9 11 7	B130-BUS BODY	44.07		
4500015347		Industrial Maintenance Supply LLC	G150-FASTENERS	384.03		
4500015348		Aztec Landscaping Inc	P290-LANDSCAPING SERVICES	33,612.00		
4500015349		Phil's BBQ	P480-EE MAINTENANCE	4,772.23		
4500015350		W.W. Grainger Inc	B110-BUS HVAC SYSTEMS	219.02		
4500015351		Harbor Diesel & Equipment	B250-BUS REPAIR PARTS	3,103.93		
4500015352		Transit Holdings Inc	B250-BUS REPAIR PARTS	1,342.13		
4500015353		Knorr Brake Company	R220-RAIL/LRV TRUCKS	63,414.82		
4500015354		Applied Industrial Technologies-CA	G170-LUBRICANTS	4,292.65		
4500015355		Professional Contractors Supplies	G140-SHOP SUPPLIES	484.07		
4500015356		Airgas Inc	G140-SHOP SUPPLIES	1,562.12		
4500015357		Robcar Corporation	F180-BUILDING MATERIALS	37.90		
4500015358		Romaine Electric Corporation	B250-BUS REPAIR PARTS	1,056.98		
4500015359		Home Depot USA Inc	G130-SHOP TOOLS	500.85		
4500015360		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,911.15		
4500015361		Prochem Specialty Products Inc	G180-JANITORIAL SUPPLIES	2,531.68		
4500015362		ESP Enterprises Inc	B150-BUS COMM EQUIP.	48,900.00		
4500015363		Soco Group Inc	B180-BUS DIESEL	7,628.70		
4500015364		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	21,990.56		
4500015365		Cummins Pacific LLC	B250-BUS REPAIR PARTS	125.93		
4500015366		TK Services Inc	B250-BUS REPAIR PARTS	809.59		
4500015367		Mouser Electronics Inc	B250-BUS REPAIR PARTS	303.23		
4500015368		Transit Holdings Inc	B250-BUS REPAIR PARTS	534.78		
4500015369		Muncie Transit Supply	B110-BUS HVAC SYSTEMS	82.72		
4500015370		CDW LLC	G220-OFFICE EQUIPMENT	13.67		
4500015371		Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	939.07		
4500015372		Shaun Donelson	G120-SECURITY	1,750.00		
4500015373		Robert C. Cross	G120-SECURITY	1,750.00		
4500015374		CDW LLC	I110-INFORMATION TECH	2,247.26		
4500015375		AxleTech International LLC	B140-BUS CHASSIS	493.90		
4500015376		Gillig LLC	B120-BUS MECHANICAL PARTS	473.44		
4500015377		CDW LLC	I110-INFORMATION TECH	406.59		
4500015377		MetroMedia Inc	P310-ADVERTISING SERVICES	899.00		
4500015378		Kaman Industrial Technologies	G190-SAFETY/MED SUPPLIES	2,253.83		
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Purchase Orders				
PO Number	PO Date	Name	Material Group	PO Value
4500015380	11/9/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,911.15
4500015381		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	1,954.31
4500015382	11/9/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,757.03
4500015383	11/9/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,917.32
4500015384	11/9/2017	W.W. Grainger Inc	R230-RAIL/LRV MECHANICAL	3,299.47
4500015385	11/9/2017	Solutions Simplified	I110-INFORMATION TECH	35,670.00
4500015386	11/11/2017	Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	4,479.69
4500015387	11/11/2017	Jeyco Products Inc	G130-SHOP TOOLS	3,161.64
4500015388	11/13/2017	Transit Holdings Inc	B160-BUS ELECTRICAL	1,805.56
4500015389	11/13/2017	Kaman Industrial Technologies	B200-BUS PWR TRAIN EQUIP	177.56
4500015390	11/13/2017	W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	178.02
4500015391	11/13/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	2,342.61
4500015392	11/13/2017	Transwest San Diego LLC	G140-SHOP SUPPLIES	1,422.85
4500015393	11/13/2017	Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	169.06
4500015394	11/13/2017	Acuity Specialty Products Inc	G180-JANITORIAL SUPPLIES	1,290.93
4500015395	11/13/2017	TK Services Inc	B250-BUS REPAIR PARTS	565.42
4500015396		Wesco Distribution Inc	G270-ELECTRICAL/LIGHTING	134.60
4500015397	11/13/2017	Industrial Maintenance Supply LLC	G150-FASTENERS	171.40
4500015398		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,923.48
4500015399	11/13/2017	Transit Holdings Inc	B140-BUS CHASSIS	107.29
4500015400		Freeby Signs	B130-BUS BODY	765.04
4500015401		Harbor Diesel & Equipment	B200-BUS PWR TRAIN EQUIP	18,991.31
4500015402	11/13/2017	Cummins Pacific LLC	B250-BUS REPAIR PARTS	1,183.41
4500015403		Kidde Technologies Inc	B250-BUS REPAIR PARTS	0.10
4500015404		Citywide Auto Glass Inc	B130-BUS BODY	357.70
4500015405		The Truck Lighthouse	B160-BUS ELECTRICAL	692.15
4500015406	11/13/2017		G190-SAFETY/MED SUPPLIES	607.70
4500015407		W.W. Grainger Inc	G190-SAFETY/MED SUPPLIES	251.17
4500015408		Citywide Auto Glass Inc	R120-RAIL/LRV CAR BODY	2,345.41
4500015409		Flyers Energy LLC	R230-RAIL/LRV MECHANICAL	5,937.23
4500015410		Golden State Supply LLC	G140-SHOP SUPPLIES	22.38
4500015411		Sherwin Williams Company	F120-BUS/LRV PAINT BOOTHS	5,476.72
4500015412		Home Depot USA Inc	G180-JANITORIAL SUPPLIES	84.05
4500015413		Mak Cleaners Inc	G120-SECURITY	606.50
4500015414		Team One Repair Inc	P420-MAIL SERVICES	6,976.84
4500015415		OSI Hardware Inc	I110-INFORMATION TECH	1,020.26
4500015416		Alstom Signaling Inc	M140-WAYSIDE SIGNALS	350.19
4500015417		M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	825.81
4500015418		Matthias Moos	M120-OVRHEAD CATENARY SYS	543.06
4500015419		Office Solutions	G200-OFFICE SUPPLIES	55.24
4500015420		Transtechnik Corp USA	R160-RAIL/LRV ELECTRICAL	3,359.65
4500015421		Pressnet Express Inc	G230-PRINTED MATERIALS	786.58
4500015422		Dimensional Silk Screen Inc	G230-PRINTED MATERIALS	1,763.06
4500015423		Dell Marketing L.P.	I110-INFORMATION TECH	34,897.72
4500015424		Muncie Transit Supply	B160-BUS ELECTRICAL	153.43
4500015425		Smart Car Care Products Inc	R240-RAIL/LRV REPR PARTS B140-BUS CHASSIS	450.13
4500015426 4500015427		Mohawk Mfg & Supply Co Pressnet Express Inc		1,059.32
4500015427			G230-PRINTED MATERIALS	3,491.74
4500015428 4500015429		Transit Holdings Inc Kaman Industrial Technologies	B160-BUS ELECTRICAL G140-SHOP SUPPLIES	2,483.65 587.18
4500015429		Vern Rose Inc	G160-PAINTS & CHEMICALS	482.20
4500015430		Dimensional Silk Screen Inc	G230-PRINTED MATERIALS	7,494.02
4500015431		Dimensional Silk Screen Inc	G230-PRINTED MATERIALS G230-PRINTED MATERIALS	474.10
4500015432		Coast United Advertising	P310-ADVERTISING SERVICES	1,777.88
4500015434		Nth Generation Computing Inc	I110-INFORMATION TECH	
4500015435		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	38,827.62 1,911.15
4500015436		Transit Holdings Inc	B140-BUS CHASSIS	52,086.14
4500015437		FinishMaster Inc	R240-RAIL/LRV REPR PARTS	6,974.79
7300013430	11/14/2017	า แมงแพลงเฮเ เมเบ	INCTO-INMILITY INCLITY FAINTS	0,314.13

Purchase Orders				
PO Number	PO Date	Name	Material Group	PO Value
4500015439	11/14/2017	Chromate Industrial Corporation	G140-SHOP SUPPLIES	1,384.62
4500015440	11/14/2017	Annex Automotive and	F120-BUS/LRV PAINT BOOTHS	12,601.56
4500015441	11/14/2017		B160-BUS ELECTRICAL	19,782.49
4500015442	11/14/2017	Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	69,377.11
4500015443	11/14/2017	Transwest San Diego LLC	B200-BUS PWR TRAIN EQUIP	3,013.12
4500015444	11/14/2017	W.W. Grainger Inc	G130-SHOP TOOLS	234.37
4500015445	11/14/2017	Cummins Pacific LLC	B120-BUS MECHANICAL PARTS	2,262.58
4500015446	11/14/2017	Robcar Corporation	G110-BUS/TROLLEY SIGNAGE	495.65
4500015447	11/14/2017	OneSource Distributors, LLC	G130-SHOP TOOLS	3,140.25
4500015448	11/14/2017	Comfort Mechanical Inc	M160-SUMP PUMP STATIONS	993.00
4500015449	11/14/2017	ISC Applied Systems Corp	R160-RAIL/LRV ELECTRICAL	1,077.50
4500015450		Transit Products and Services	B130-BUS BODY	4,310.00
4500015451	11/14/2017	Sportworks Northwest Inc	B130-BUS BODY	200.24
4500015452	11/14/2017	Home Depot USA Inc	G180-JANITORIAL SUPPLIES	2,601.00
4500015453	11/14/2017		B120-BUS MECHANICAL PARTS	1,246.78
4500015454	11/14/2017	Saft America Inc	R160-RAIL/LRV ELECTRICAL	184.31
4500015455		Citywide Auto Glass Inc	R120-RAIL/LRV CAR BODY	2,982.56
4500015456		Carlos Guzman Inc	P420-MAIL SERVICES	1,818.47
4500015457		Letter Publications Inc	P250-PARATRANSIT	674.00
4500015458		F-1 Marketing Group	G230-PRINTED MATERIALS	977.38
4500015459		San Diego Friction Products, Inc.	B250-BUS REPAIR PARTS	49.92
4500015460		Kaman Industrial Technologies	B250-BUS REPAIR PARTS	428.68
4500015461	11/15/2017	Mouser Electronics Inc	B250-BUS REPAIR PARTS	245.13
4500015462	11/15/2017	W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	820.91
4500015463	11/15/2017		B250-BUS REPAIR PARTS	598.66
4500015464		Transit Holdings Inc	B250-BUS REPAIR PARTS	185.61
4500015465		Cummins Pacific LLC	B250-BUS REPAIR PARTS	336.51
4500015466		Harbor Diesel & Equipment	B250-BUS REPAIR PARTS	587.80
4500015467		Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	20.73
4500015468		Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	2,532.47
4500015469		Steven Timme	G110-BUS/TROLLEY SIGNAGE	294.77
4500015470		Transit Holdings Inc	B130-BUS BODY	250.42
4500015471		Steven Timme	P250-PARATRANSIT	925.10
4500015472		Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	9,359.35
4500015473		Dell Marketing L.P.	I110-INFORMATION TECH	76,875.19
4500015474		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,904.99
4500015475		Steven Timme	G110-BUS/TROLLEY SIGNAGE	68.49
4500015476		Transit Holdings Inc	B130-BUS BODY	2,817.54
4500015477		The Cravory	P440-CATERING SERVICES	3,448.00
4500015478		Pressnet Express Inc	G230-PRINTED MATERIALS	786.58
4500015479	11/15/2017		I110-INFORMATION TECH	2,312.14
4500015480		Steven Timme	P250-PARATRANSIT	925.10
4500015481		New Flyer of America Inc	P240-FIXED ROUTE	2,262.62
4500015482		C.R. Laurence Co Inc	R120-RAIL/LRV CAR BODY	129.30
4500015483	11/15/2017		1110-INFORMATION TECH	2,211.09
4500015484		Elias Hector Lopez	P280-GENERAL SVC AGRMNTS	10,500.00
4500015485		San Diego Compressed Air Power LLC	F180-BUILDING MATERIALS	144.39
4500015486		Pressnet Express Inc	G230-PRINTED MATERIALS	1,941.66
4500015487		Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	81.11
4500015488		Transit Holdings Inc	B250-BUS REPAIR PARTS	362.54
4500015489		Charter Industrial Supply Inc	B200-BUS PWR TRAIN EQUIP	734.40
4500015490 4500015491		Charter Industrial Supply Inc	B120-BUS MECHANICAL PARTS B130-BUS BODY	58.44 48.13
4500015491		Hydraulic Electric Component IHS Global Inc.	P400-FINANCIAL & AUDIT	4,220.32
4500015492		Anemos Enterprises, Inc.	P110-BLDG MAINTENANCE	39,550.00
4500015493		Herzog Contracting Co	T110-BLDG MAINTENANCE	8,269.95
4500015494		The Gordian Group, Inc.	T110-TRACK, RAIL	222.20
4500015495		Airgas Refrigerants Inc	R170-RAIL/LRV HVAC	321.10
7300013490	11/10/2017	Luidas izeindeiailis ilic	IV 17 O-IVAIL/LAV TIVAC	321.10

Purchase Orders				
PO Number	PO Date	Name	Material Group	PO Value
4500015497	11/16/2017	Transit Holdings Inc	G290-FARE REVENUE EQUIP	1,873.22
4500015498	11/16/2017	R.S. Hughes Co Inc	R120-RAIL/LRV CAR BODY	1,860.95
4500015499		Western Pump Inc	G140-SHOP SUPPLIES	567.27
4500015500	11/16/2017	Airgas Inc	G140-SHOP SUPPLIES	1,170.65
4500015501	11/16/2017	Team One Repair Inc	P420-MAIL SERVICES	2,840.59
4500015502	11/16/2017	San Diego Pump, Inc.	F110-SHOP/BLDG MACHINERY	1,689.98
4500015503	11/16/2017	Freeby Signs	B250-BUS REPAIR PARTS	296.31
4500015504	11/16/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	68.27
4500015505	11/16/2017	TK Services Inc	B250-BUS REPAIR PARTS	2,249.59
4500015506	11/16/2017	Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	140.60
4500015507	11/16/2017	West End Holdings Inc	P120-BLDG/FACILITY REPRS	938.60
4500015508	11/16/2017	Mcmaster-Carr Supply Co	G140-SHOP SUPPLIES	179.14
4500015509	11/16/2017	Werth Sanitary Supply Co Inc	G170-LUBRICANTS	320.02
4500015510	11/16/2017	Vinyard Doors	F110-SHOP/BLDG MACHINERY	4,522.70
4500015511	11/16/2017	Muncie Transit Supply	B130-BUS BODY	8,353.22
4500015512	11/16/2017	Kenneth Place	P130-EQUIP MAINT REPR SVC	577.13
4500015513	11/16/2017	Home Depot USA Inc	P420-MAIL SERVICES	1,091.20
4500015514	11/16/2017	HI-TEC Enterprises	R160-RAIL/LRV ELECTRICAL	3,259.44
4500015515	11/16/2017	Valley Power Systems Inc	B250-BUS REPAIR PARTS	160.15
4500015516		General Auto Repair	P210-NON-REV VEH REPAIRS	135.92
4500015517		Cummins Pacific LLC	B250-BUS REPAIR PARTS	165.16
4500015518	11/16/2017	IDSC Holdings LLC	B250-BUS REPAIR PARTS	807.72
4500015519	11/16/2017	TK Services Inc	B250-BUS REPAIR PARTS	303.17
4500015520	11/16/2017	W.W. Grainger Inc	B250-BUS REPAIR PARTS	280.32
4500015521	11/16/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	322.56
4500015522	11/16/2017	Citywide Auto Glass Inc	B250-BUS REPAIR PARTS	258.60
4500015523	11/16/2017	Transit Holdings Inc	B140-BUS CHASSIS	1,237.96
4500015524	11/16/2017	Charter Industrial Supply Inc	R220-RAIL/LRV TRUCKS	4,845.52
4500015525	11/17/2017	Mission Janitorial Supplies	G180-JANITORIAL SUPPLIES	726.79
4500015526	11/17/2017	Industrial Maintenance Supply LLC	G150-FASTENERS	20.54
4500015527	11/17/2017	Professional Contractors Supplies	G130-SHOP TOOLS	303.49
4500015528		Criteria Corp	P470-NEW EE TESTING	5,000.00
4500015529		Merrimac Petroleum Inc	B180-BUS DIESEL	7,693.35
4500015530	11/17/2017	USPS	G200-OFFICE SUPPLIES	80,000.00
4500015531	11/17/2017	Flyers Energy LLC	G170-LUBRICANTS	1,521.07
4500015532		DoAll Company	R230-RAIL/LRV MECHANICAL	2,249.18
4500015533		Willy's Electronic Supply Co	G270-ELECTRICAL/LIGHTING	342.11
4500015534		Kaman Industrial Technologies	G140-SHOP SUPPLIES	416.75
4500015535		Southern Counties Oil Co, LP	G170-LUBRICANTS	970.61
4500015536		Wayne Harmeier Inc	B160-BUS ELECTRICAL	727.32
4500015537		Transit Holdings Inc	B130-BUS BODY	677.01
4500015538		Kaman Industrial Technologies	B120-BUS MECHANICAL PARTS	4,495.47
4500015539		W.W. Grainger Inc	G140-SHOP SUPPLIES	31.37
4500015540		W.W. Grainger Inc	G140-SHOP SUPPLIES	682.37
4500015541		Merrimac Petroleum Inc	A120-AUTO/TRUCK GASOLINE	21,397.88
4500015543		Supreme Oil Company	B180-BUS DIESEL	7,337.78
4500015544		San Diego Seal Inc	R220-RAIL/LRV TRUCKS	2,515.81
4500015545		Reid and Clark Screen Arts Co	R120-RAIL/LRV CAR BODY	247.88
4500015546		Siemens Industry Inc	R160-RAIL/LRV ELECTRICAL	3,595.62
4500015547	11/17/2017		I110-INFORMATION TECH	2,605.99
4500015548	11/17/2017		I110-INFORMATION TECH	258.60
4500015549		Daniels Tire Service	A110-AUTO/TRUCK TIRES	45,697.36
4500015550		Chromate Industrial Corporation	G150-FASTENERS	78.22
4500015551		Staples Contract & Commercial Inc	G210-OFFICE FURNITURE	1,480.15
4500015552		Nth Generation Computing Inc	I110-INFORMATION TECH	15,795.58
4500015553		Steven Timme	G110-BUS/TROLLEY SIGNAGE	541.51
4500015554		Soco Group Inc	A120-AUTO/TRUCK GASOLINE	20,202.71
4500015555	11/20/2017	Rockwest Technology Group Inc	I120-INFO TECH, SVCS	2,438.00

Purchase Orders				
PO Number	PO Date	Name	Material Group	PO Value
4500015556	11/20/2017	CDW LLC	I110-INFORMATION TECH	2,106.00
4500015558	11/20/2017	RR Donnelley and Sons Co	G110-BUS/TROLLEY SIGNAGE	1,954.26
4500015559	11/20/2017	Recognition Ideas & Concepts	P480-EE MAINTENANCE	12,004.33
4500015560		Dell Marketing L.P.	G220-OFFICE EQUIPMENT	79.17
4500015561	11/20/2017	Charlie Shoaf	G260-MEDIA	550.00
4500015562	11/20/2017	FRS Environmental Inc	F110-SHOP/BLDG MACHINERY	723.25
4500015563	11/20/2017	SiteOne Landscape Supply Holding	F190-LANDSCAPING MAT'LS	26.30
4500015564	11/20/2017	Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	20,470.88
4500015565	11/20/2017	Selective Transit Parts Inc	R220-RAIL/LRV TRUCKS	26,041.02
4500015566	11/21/2017	Office Depot	G200-OFFICE SUPPLIES	480.97
4500015567	11/21/2017	Capital One National Association	G200-OFFICE SUPPLIES	1,188.94
4500015568	11/21/2017	Steven Timme	G110-BUS/TROLLEY SIGNAGE	3,190.54
4500015569	11/21/2017	Robcar Corporation	M200-YARD FACILITIES	290.12
4500015570	11/21/2017	Kelly Paper Co	G200-OFFICE SUPPLIES	10,667.25
4500015571	11/21/2017	Gillig LLC	B250-BUS REPAIR PARTS	1,883.98
4500015572	11/21/2017	Lorbel, Inc	M200-YARD FACILITIES	46,731.05
4500015573	11/21/2017	Transit Holdings Inc	B160-BUS ELECTRICAL	9,644.73
4500015574	11/21/2017	Cummins Pacific LLC	B250-BUS REPAIR PARTS	175.77
4500015575	11/21/2017	Gillig LLC	B110-BUS HVAC SYSTEMS	3,758.89
4500015576	11/21/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	276.92
4500015577	11/21/2017	Transit Holdings Inc	B250-BUS REPAIR PARTS	1,913.88
4500015578	11/21/2017	Don Oleson Inc	B250-BUS REPAIR PARTS	242.50
4500015579	11/21/2017	GCCCD	P540-MAINTENANCE TRAINING	1,875.00
4500015580	11/21/2017	Transwest San Diego LLC	B200-BUS PWR TRAIN EQUIP	6,022.75
4500015581	11/21/2017		P540-MAINTENANCE TRAINING	3,150.00
4500015582	11/21/2017	Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	54.36
4500015583	11/21/2017	Willy's Electronic Supply Co	B250-BUS REPAIR PARTS	49.14
4500015584	11/21/2017		P540-MAINTENANCE TRAINING	1,049.75
4500015585		Pressnet Express Inc	G230-PRINTED MATERIALS	840.45
4500015586		Sherwin Williams Company	B250-BUS REPAIR PARTS	1,775.86
4500015587		Cummins Pacific LLC	B250-BUS REPAIR PARTS	44.20
4500015588		Transit Holdings Inc	B250-BUS REPAIR PARTS	501.54
4500015589		W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	919.33
4500015590		Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	80.70
4500015591		Global Signals Group, Inc.	M140-WAYSIDE SIGNALS	9,550.44
4500015592		Charter Industrial Supply Inc	B250-BUS REPAIR PARTS	794.62
4500015593		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	21,007.24
4500015594		Supreme Oil Company	B180-BUS DIESEL	8,695.43
4500015595	11/23/2017		G140-SHOP SUPPLIES	1,118.27
4500015596		Thycotic Software LLC	I110-INFORMATION TECH	2,991.30
4500015597		SHI International Corp	I110-INFORMATION TECH	7,111.00
4500015598		Double Ivy Inc	G110-BUS/TROLLEY SIGNAGE	17,347.76
4500015599		R.S. Hughes Co Inc	G140-SHOP SUPPLIES	559.98
4500015600	11/27/2017		B250-BUS REPAIR PARTS	1,201.54
4500015601		R.S. Hughes Co Inc	G160-PAINTS & CHEMICALS	285.89
4500015602	11/27/2017	-	B250-BUS REPAIR PARTS	748.47
4500015603		NASG Holding Inc	R120-RAIL/LRV CAR BODY	6,230.16
4500015604		Louis Sardo Upholstery Inc	R200-RAIL/LRV SEATING	2,828.44
4500015605		Tribologik Corporation	G140-SHOP SUPPLIES	4,387.04
4500015606 4500015607	11/27/2017	Magnetic Ticket & Label Corp	G280-FARE MATERIALS	94,653.28
4500015607		•	B130-BUS BODY	170.62
4500015608		Romaine Electric Corporation	B160-BUS ELECTRICAL	7,733.80
4500015609		Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	1,500.23
4500015610		Prochem Specialty Products Inc	G170-LUBRICANTS	3,338.14
4500015611		Transit Holdings Inc TK Services Inc	B250-BUS REPAIR PARTS	324.10
4500015612 4500015613		Penn Machine Company LLC	INSURANCE-Insurance Stock R210-RAIL/LRV TIRES	7,415.51
4500015613 4500015614		David Bueltel	G230-PRINTED MATERIALS	7,579.91 261.97
7300013014	11/21/2017	David Ducilci	OZOU-FININTED WATERIALS	201.31

Purchase Orders				
PO Number	PO Date	Name	Material Group	PO Value
4500015615	11/27/2017	Industrial Maintenance Supply LLC	G150-FASTENERS	201.29
4500015616	11/27/2017	West End Holdings Inc	P260-TESTING & ANALYSIS	225.00
4500015617		Transit Holdings Inc	B250-BUS REPAIR PARTS	2,489.50
4500015618	11/27/2017	W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	56.80
4500015619	11/27/2017	Eran Hason	P120-BLDG/FACILITY REPRS	57.72
4500015620	11/27/2017	US Mobile Wireless	P210-NON-REV VEH REPAIRS	356.44
4500015621	11/27/2017	Comfort Mechanical Inc	M160-SUMP PUMP STATIONS	998.00
4500015622	11/27/2017	Kenneth Place	P130-EQUIP MAINT REPR SVC	1,367.99
4500015623		Battery Systems Inc	F110-SHOP/BLDG MACHINERY	117.62
4500015624		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	1,670.72
4500015625		California Air Compressor Company	F180-BUILDING MATERIALS	269.91
4500015626	11/27/2017		F180-BUILDING MATERIALS	1,635.65
4500015627		Transit Holdings Inc	B200-BUS PWR TRAIN EQUIP	24,563.80
4500015628		Dimensional Silk Screen Inc	G230-PRINTED MATERIALS	1,303.78
4500015629		RR Donnelley and Sons Co	P400-FINANCIAL & AUDIT	1,364.12
4500015630	11/28/2017		P540-MAINTENANCE TRAINING	860.00
4500015631		Transit Holdings Inc	B250-BUS REPAIR PARTS	335.71
4500015632		W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	173.90
4500015633		Kaman Industrial Technologies	G140-SHOP SUPPLIES	24,685.94
4500015634		Environmental Logistics Inc	P280-GENERAL SVC AGRMNTS	977.50
4500015635		West End Holdings Inc	P120-BLDG/FACILITY REPRS	176.00
4500015636		Siemens Industry Inc	R120-RAIL/LRV CAR BODY	464.42
4500015637		Steven Timme	G110-BUS/TROLLEY SIGNAGE	834.86
4500015638	11/28/2017		B130-BUS BODY	8,648.66
4500015639		Mohawk Mfg & Supply Co	B140-BUS CHASSIS	2,880.13
4500015640		City Treasurer	G190-SAFETY/MED SUPPLIES	690.00
4500015641	11/28/2017		F170-MATL HANDLING EQUIP	1,130.73
4500015642		Cembre Inc	G130-SHOP TOOLS	797.35
4500015643		Team One Repair Inc	G290-FARE REVENUE EQUIP	754.25
4500015644		Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	16,975.32
4500015645		W.W. Grainger Inc	M110-SUB STATION	952.37
4500015646		Harbor Diesel & Equipment	B200-BUS PWR TRAIN EQUIP	8,440.34
4500015647		South Bay Fence Inc	F190-LANDSCAPING MAT'LS	351.06
4500015648		Louis Sardo Upholstery Inc	B130-BUS BODY	3,498.37
4500015649		Harbor Diesel & Equipment	B200-BUS PWR TRAIN EQUIP	1,662.70
4500015650		Kaman Industrial Technologies	G140-SHOP SUPPLIES	3,503.86
4500015651 4500015652		R.S. Hughes Co Inc Southland Publishing Inc	G140-SHOP SUPPLIES P310-ADVERTISING SERVICES	1,829.42 500.00
4500015652		JKL Cleaning Systems	P210-NON-REV VEH REPAIRS	154.96
4500015654		M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	1,514.14
4500015655		Home Depot USA Inc	P420-MAIL SERVICES	1,056.00
4500015656		Kiel NA LLC	B250-BUS REPAIR PARTS	348.05
4500015657		Cubic Transportation Systems	B190-BUS FARE EQUIP	5,656.88
4500015658		Knorr Brake Company	R160-RAIL/LRV ELECTRICAL	772.89
4500015659		Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	2,949.01
4500015660		Iron Mountain Intellectual	I120-INFO TECH, SVCS	2,000.00
4500015661	11/29/2017		G190-SAFETY/MED SUPPLIES	1,388.97
4500015662		Waxie Sanitary Supply Inc	G180-JANITORIAL SUPPLIES	1,123.17
4500015663	11/29/2017	, ,,,	G140-SHOP SUPPLIES	106.74
4500015664		Kurt Morgan	G200-OFFICE SUPPLIES	2,573.60
4500015665	11/29/2017	<u> </u>	B140-BUS CHASSIS	424.64
4500015666		Transit Holdings Inc	B250-BUS REPAIR PARTS	123.59
4500015667		Supreme Oil Company	A120-AUTO/TRUCK GASOLINE	20,470.88
4500015668		Circle Graphics, Inc.	P310-ADVERTISING SERVICES	858.13
4500015669		Cummins Pacific LLC	B160-BUS ELECTRICAL	2,312.47
4500015670		Siemens Industry Inc	R190-RAIL/LRV PANTOGRAPH	5,447.84
4500015671		Sid Tool Co	G160-PAINTS & CHEMICALS	1,207.30
4500015672		Office Solutions	G200-OFFICE SUPPLIES	1,089.38
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Purchase Orders				
PO Number	PO Date	Name	Material Group	PO Value
4500015673	11/29/2017	Reid and Clark Screen Arts Co	R120-RAIL/LRV CAR BODY	98.00
4500015674	11/30/2017	Gillig LLC	B250-BUS REPAIR PARTS	1,269.40
4500015675		Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	220.00
4500015676	11/30/2017	Cummins Pacific LLC	B250-BUS REPAIR PARTS	501.06
4500015677	11/30/2017	CASEI	G140-SHOP SUPPLIES	1,281.09
4500015678	11/30/2017	JKL Cleaning Systems	F110-SHOP/BLDG MACHINERY	155.58
4500015679	11/30/2017		F110-SHOP/BLDG MACHINERY	2,425.98
4500015680		W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	117.20
4500015681		Cincinnati Precision Machinery Inc.	G130-SHOP TOOLS	2,341.00
4500015682	11/30/2017	Whitaker Brothers Business Machines	G200-OFFICE SUPPLIES	1,136.77
4500015683	11/30/2017	Dunn-Edwards Corporation	G160-PAINTS & CHEMICALS	510.56
4500015684		Golden State Supply LLC	B250-BUS REPAIR PARTS	44.07
4500015685		Romaine Electric Corporation	M130-CROSSING MECHANISM	1,937.18
4500015686		Transit Holdings Inc	B250-BUS REPAIR PARTS	127.90
4500015687		Annex Automotive and	R240-RAIL/LRV REPR PARTS	5,759.67
4500015688		FinishMaster Inc	R240-RAIL/LRV REPR PARTS	3,645.00
4500015689		Kenneth Place	F190-LANDSCAPING MAT'LS	501.71
4500015690		Kenneth Place	F190-LANDSCAPING MAT'LS	339.04
4500015691		Jankovich Company	G170-LUBRICANTS	2,969.05
4500015692		Staples Contract & Commercial Inc	P540-MAINTENANCE TRAINING	43.95
4500015694		Charter Industrial Supply Inc	B250-BUS REPAIR PARTS	583.47
4500015696		Cummins Pacific LLC	P190-REV VEHICLE REPAIRS	2,230.01
4500015697		No-Spill Systems Inc	B250-BUS REPAIR PARTS	645.70
4500015698		Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	65.26
4500015699		Siemens Industry Inc	R150-RAIL/LRV COMM EQUIP	559.23
4500015700		Supreme Oil Company	B180-BUS DIESEL	7,240.80
4500015701	11/30/2017		B140-BUS CHASSIS	7,151.62
4500015702		Chromate Industrial Corporation	R220-RAIL/LRV TRUCKS	662.75
4500015703		Transit Holdings Inc	B140-BUS CHASSIS	6,912.74
4500015704		W.W. Grainger Inc	F110-SHOP/BLDG MACHINERY	54.81
4500015705		Muncie Transit Supply	B160-BUS ELECTRICAL	2,001.08
4500015706		Mohawk Mfg & Supply Co	B120-BUS MECHANICAL PARTS	394.98
4500015708		The French Gourmet Inc	P480-EE MAINTENANCE	5,343.32
4500015709		Freeby Signs	B250-BUS REPAIR PARTS	666.70
4500015710		Shilpark Paint Corp.	G160-PAINTS & CHEMICALS	474.10
4500015711		Golden State Supply LLC	B250-BUS REPAIR PARTS	78.66
4500015712		JKL Cleaning Systems	P210-NON-REV VEH REPAIRS	311.06
4500015713		Siemens Industry Inc	R160-RAIL/LRV ELECTRICAL	5,649.34
4500015714		Development Marketing Group, Inc.	P280-GENERAL SVC AGRMNTS	3,150.00
4500015715		Home Depot USA Inc	G140-SHOP SUPPLIES	1,012.44
4500015716		Southern Counties Lubricants LLC	G170-LUBRICANTS	6,163.30
4500015717		Cummins Pacific LLC	B200-BUS PWR TRAIN EQUIP	1,181.97
4500015718		Super Welding of Southern CA	G130-SHOP TOOLS	1,680.90
4500015719		Raphael's Party Rentals Inc	P540-MAINTENANCE TRAINING	373.50
4500015720		Applied Industrial Technologies-CA	G140-SHOP SUPPLIES	2,115.82
4500015721		San Diego Friction Products, Inc.	B140-BUS CHASSIS	2,240.13
4500015722		HI-TEC Enterprises Cembre Inc	R220-RAIL/LRV TRUCKS	3,350.11
4500015724 4500015726		Reid and Clark Screen Arts Co	M170-IMPEDANCE BOND R120-RAIL/LRV CAR BODY	1,753.10 1,467.42
4500015726			R160-RAIL/LRV ELECTRICAL	· · · · · · · · · · · · · · · · · · ·
4500015727		Schunk Carbon Technology LLC Golden State Supply LLC	G140-SHOP SUPPLIES	35,050.59 34.87
4500015728		Staples Contract & Commercial Inc	G200-OFFICE SUPPLIES	135.29
4500015729		Gillig LLC	B130-BUS BODY	323.26
4500015730		R.S. Hughes Co Inc	G140-SHOP SUPPLIES	33.41
4500015731		Reid and Clark Screen Arts Co	R120-RAIL/LRV CAR BODY	438.10
4500015732		Mcmaster-Carr Supply Co	B250-BUS REPAIR PARTS	1,821.44
4500015733		Cembre Inc	M170-IMPEDANCE BOND	1,001.27
4500015735		Professional Contractors Supplies	G180-JANITORIAL SUPPLIES	1,559.93
1000010700	12/7/2017	I Totogolonai Contractoro Guppileo	10 100 0/11411 ORMAL OUT I LILU	1,000.00

Purchase Orders				
PO Number	PO Date	Name	Material Group	PO Value
4500015736	12/4/2017	OneSource Distributors, LLC	M110-SUB STATION	1,792.28
4500015737	12/4/2017	Kaman Industrial Technologies	G140-SHOP SUPPLIES	798.38
4500015738	12/4/2017	Carlson & Beauloye Machine Shop	R160-RAIL/LRV ELECTRICAL	3,448.00
4500015739		Alarm Center Group Inc	P280-GENERAL SVC AGRMNTS	1,121.47
4500015740	12/4/2017	Wesco Distribution Inc	F110-SHOP/BLDG MACHINERY	2,223.81
4500015741	12/4/2017	Mcmaster-Carr Supply Co	F110-SHOP/BLDG MACHINERY	25.37
4500015742		Harbor Diesel & Equipment	G130-SHOP TOOLS	1,937.56
4500015743		West-Lite Supply Co Inc	M200-YARD FACILITIES	2,099.29
4500015744		Newegg Business, Inc.	G290-FARE REVENUE EQUIP	3,582.41
4500015745		Willy's Electronic Supply Co	P190-REV VEHICLE REPAIRS	356.88
4500015746		Cummins Pacific LLC	B130-BUS BODY	3,360.77
4500015747		B & S Graphics Inc	B130-BUS BODY	1,103.52
4500015748		Airgas Refrigerants Inc	G140-SHOP SUPPLIES	1,640.50
4500015749		Golden State Supply LLC	B200-BUS PWR TRAIN EQUIP	812.65
4500015750		Soco Group Inc	G170-LUBRICANTS	1,714.09
4500015751		Paradigm Mechanical Corp	F120-BUS/LRV PAINT BOOTHS	996.50
4500015752		Office Solutions	G200-OFFICE SUPPLIES	729.49
4500015753		Home Depot USA Inc	G200-OFFICE SUPPLIES	86.18
4500015754		Eran Hason	P120-BLDG/FACILITY REPRS	65.00
4500015755		BriceHouse Station LLC	P310-ADVERTISING SERVICES	888.94
4500015756		Varidesk LLC	G200-OFFICE SUPPLIES	533.37
4500015757		Home Depot USA Inc	F180-BUILDING MATERIALS	88.12
4500015758		ISC Applied Systems Corp	R150-RAIL/LRV COMM EQUIP	16,925.00
4500015759		Applied Industrial Technologies-CA	G160-PAINTS & CHEMICALS	501.63
4500015760		Grah Safe & Lock Inc	G290-FARE REVENUE EQUIP	524.68
4500015761		Airgas Inc	G190-SAFETY/MED SUPPLIES	1,938.32
4500015762		CDW LLC	G200-OFFICE SUPPLIES	286.72
4500015763		Aztec Fire & Safety	G140-SHOP SUPPLIES	1,574.12
4500015764		Janek Corporation	B130-BUS BODY	350.90
4500015766		MCI Service Parts Inc	B130-BUS BODY	169.90
4500015767		R.S. Hughes Co Inc	G190-SAFETY/MED SUPPLIES	436.99
4500015768		All The King's Flags	M200-YARD FACILITIES	273.15
4500015769		General Signals Inc	M130-CROSSING MECHANISM	2,801.50
4500015770		Steven Timme	G110-BUS/TROLLEY SIGNAGE	3,123.20
4500015771		Steven Timme	G110-BUS/TROLLEY SIGNAGE	698.83
4500015771		CDW LLC	I110-INFORMATION TECH	634.10
4500015772		Dimensional Silk Screen Inc	G110-BUS/TROLLEY SIGNAGE	237.05
4500015774		Merrimac Petroleum Inc	A120-AUTO/TRUCK GASOLINE	21,822.50
4500015775		Dimensional Silk Screen Inc	G110-BUS/TROLLEY SIGNAGE	1,135.15
4500015776		Zep Vehicle Care Inc	G180-JANITORIAL SUPPLIES	865.28
4500015777		Schunk Carbon Technology LLC	R170-RAIL/LRV HVAC	505.23
4500015777		Golden State Supply LLC	G130-SHOP TOOLS	36.41
4500015778		Meeting Services Inc	P160-EQUIPMENT RENTALS	407.76
4500015779		Reefco LLC	B110-BUS HVAC SYSTEMS	870.02
4500015780		Kurt Morgan	G200-OFFICE SUPPLIES	376.05
4500015781		Steven Timme	G110-BUS/TROLLEY SIGNAGE	1,765.55
4500015782		Marco's Canopies Inc	G140-SHOP SUPPLIES	930.96
4500015783		Transit Holdings Inc	B200-BUS PWR TRAIN EQUIP	1,911.18
4500015785		Gillig LLC	B160-BUS ELECTRICAL	1,094.67
4500015786		Telliard Construction	C130-CONSTRUCTION SVCS	6,700.00
4500015786		M Power Truck & Diesel Repair	P210-NON-REV VEH REPAIRS	1,275.52
4500015787		Office Solutions	G280-FARE MATERIALS	136.85
4500015788		Culligan of San Diego	G140-SHOP SUPPLIES	1,632.00
4500015789		Annex Automotive and	F120-BUS/LRV PAINT BOOTHS	549.87
4500015790		FinishMaster Inc	F120-BUS/LRV PAINT BOOTHS	3,309.92
7300013781	12/3/2017	i instilviaster IIIC	II 120-DOO/LNV FAIINT DOOTING	5,509.82